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in black type, or
bold block lettering

*insert full name
of Company

COMPANIES FORM No. 395

139043/65

Particulars of a mortgage or charge

395

A fee of £13 is payable to Companies House in respect
of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number



05148271

Name of company

* GROWING OLDER WITH LEARNING DISABILITY LIMITED (the "Chargor")

Date of creation of the charge

19 October 2007

Description of the instrument (if any) creating or evidencing the charge (note 2)

DEBENTURE (the "Deed")

Amount secured by the mortgage or charge

All indebtedness covenanted to be paid or discharged by the Chargors to the Security Trustee for the Secured Finance Parties under Clause 2 1 (*Covenant to pay*) of the Deed ("Secured Liabilities")

Names and addresses of the mortgagees or persons entitled to the charge

ALCENTRA LIMITED (as "Security Trustee") of 10 Gresham Street, London

Postcode EC2V 7JD

Presenter's name address and
reference (if any)

Contact Densie Phillips
DLA Piper UK LLP
3 Noble Street
London
EC2V 7EE

68233 120379 16310185

Time critical reference

For official Use (02/06)
Mortgage Section

Post room

FRIDAY



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02/11/2007
COMPANIES HOUSE

312

1. CHARGING CLAUSE

1.1 Creation of fixed security

1.1.1 The Chargor, with full title guarantee, as continuing security for the payment or discharge of all Secured Liabilities, charged to the Security Trustee

(a) subject to clause 4.6 of the Deed, by way of legal mortgage, all Land in England and Wales as at 19 October 2007 vested in it and registered at the Land Registry as described beside the Chargor in the Schedule hereto (Land to be mortgaged),

(b) subject to clause 4.6 of the Deed, by way of legal mortgage, all Land in England and Wales as at 19 October 2007 vested in it and not registered at the Land Registry,

(c) by way of fixed charge

(i) subject to clause 4.6 of the Deed, all other Land which was as at 19 October 2007, or any time thereafter becomes, its property,

continued on Addendum 4/4

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legibly, preferably
in black type, or
bold block
lettering*

Particulars as to commission allowance or discount (note 3)

N/A

Signed DLA Pipes UK LLP

Date 26/10/07

On behalf of ~~XXXXXX~~ [mortgagee/chargee] †

*A fee is payable
to Companies
House in
respect of each
register entry
for a mortgage
or charge
(See Note 5)*

† delete as
appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situated in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his,
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is **Companies House, Crown Way, Cardiff CF14 3UZ**.

Name of company

*insert full name
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* GROWING OLDER WITH LEARNING DISABILITY LIMITED (the "Chargor")

Addendum 1/4

1 Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Addendum 2/4

2 Amount due or owing on the mortgage or charge (continued)

NOTE.

In this form:

"Agent" means Alcentra Limited (company number 2958399) whose registered office is at 10 Gresham Street, London EC2V 7JD,

"Assets" means in relation to a Chargor, all its undertaking, property, assets, revenues and rights of every description, or any part of them,

"Borrower" means Acorn Care Acquisitions Limited with CRN 05820919,

"Derivative Rights" means all dividends, interest or distributions and all other rights and benefits of an income nature accruing at any time in respect of any Investment Securities,

"Event of Default" means any event or circumstance specified as such in clause 22 (Events of Default) of the Facility Agreement,

"Facility Agreement" means the facility agreement dated 19 October 2007 between Acorn Care Acquisitions Limited, the companies listed in Part 1 of Schedule 1 thereto (as Original Guarantors), Alcentra Limited (as Agent, Original Lender and Security Trustee), the financial institution listed in Part 2 of Schedule 1 thereto (as Original Lenders) and Alcentra Jersey GP Limited (as Arranger) (as amended from time to time),

"Finance Document" means the Facility Agreement, the Debenture, any Fee Letter, any Accession Letter, any Resignation Letter, the Intercreditor Agreement, the Subordination Deed (each as defined in the Facility Agreement) and any other document designated as such by the Agent and the Borrower,

"Financial Indebtedness" means any indebtedness for or in respect of

- (a) monies borrowed,
- (b) any amount raised by acceptance under any acceptance credit facility or dematerialised equivalent,
- (c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument,
- (d) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with GAAP (as defined in the Facility Agreement), be treated as a finance or capital lease,
- (e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis),
- (f) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing,
- (g) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and when calculating the value of any derivative transaction, only the marked to market value shall be taken into account),

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* GROWING OLDER WITH LEARNING DISABILITY LIMITED (the "Chargor")

(h) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution in respect of an underlying liability of an entity which is not a member of the Group and which would fall into other paragraphs of this definition, and

(i) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) to (h) above,

"Fixed Charge Assets" means an Asset for the time being comprised within a mortgage or fixed charge created by Clause 4.1 (*Creation of Fixed Security*) of the Deed,

"Floating Charge Asset" means an Asset for the time being comprised within the floating charge created by Clause 4.2 (*Creation of Floating Charge*) of the Deed but, if it is also a Fixed Charge Asset, only in so far as concerns that floating charge,

"Group" means the Borrower and its Subsidiaries (as defined in the Facilities Agreement) from time to time and **"Group Company"** means any of them,

"Hedging Document" means any document between the Borrower and the Hedging Counterparty (as defined in the Facility Agreement) relating to the Hedging Arrangements (as defined in the Facility Agreement),

"Investment Securities" means all shares, stock, debentures, debenture stock, bonds and other investments (as listed in Part II, Schedule 2 of the Financial Services and Markets Act 2000), whether certificated or uncertificated and whether in registered or bearer form, including all depository interests representing any of them and including all rights and benefits of a capital nature accruing at any time in respect of any Investment Securities by way of redemption, repayment, substitution, exchange, bonus or preference, option, rights or otherwise,

"Land" means freehold and leasehold, and any other estate in, land and (outside England and Wales) immovable property and in each case all buildings and structures upon and all things affixed to Land (including trade and tenant's fixtures),

"Lease Document" means any lease or agreement for lease in respect of the whole or any part of a Property (as defined in the Facility Agreement) and which is granted or entered into by a Group Company,

"Permitted Financial Indebtedness" means

- (a) Financial Indebtedness arising under any of the Transaction Documents (as defined in the Facility Agreement),
- (b) Financial Indebtedness between Obligors (as defined in the Facility Agreement),
- (c) arising under a Hedging Arrangement,
- (d) trade indebtedness incurred in the ordinary course of business,
- (e) trade indebtedness contested in good faith by any of the Obligors,
- (f) finance or capital leases with capital amount subject to a maximum aggregate amount of up to £200,000, and
- (g) indebtedness for other corporate purposes subject to an aggregate amount of £50,000, and
- (h) financial indebtedness owed to Alison Horton (or other sellers in respect of an Acquisition (as defined in the Facility Agreement)) in amount not exceeding £425,000,

"Permitted Security" means

- (a) any netting or set-off arrangement entered into by any member of the Group in the ordinary course of its banking arrangements for the purpose of netting debit and credit balances,

Name of company

*insert full name
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* GROWING OLDER WITH LEARNING DISABILITY LIMITED (the "Chargor")

- (b) any lien arising by operation of law and in the ordinary course of trading,
- (c) Security constituted within the Finance Documents and the Senior Finance Documents (as defined in the Facility Agreement), or
- (d) Security in connection with finance or capital leases with capital amount subject to a maximum aggregate amount of up to £200,000,

"Receiver" means a receiver and manager appointed under Clause 15 (*Appointment of a Receiver or an Administrator*) of the Deed and (where the context requires or permits) includes any substituted receiver and manager,

"Relevant System" has the meaning given to that term by the Uncertificated Securities Regulations 2001 and includes the CREST system and also any other system or facility (whether established in the United Kingdom or elsewhere) providing means for the deposit of, and clearance of transactions in, Investment Securities,

"Secured Finance Party" means the Agent, the Arranger, the Security Trustee and the Original Lenders (each as defined in the Facility Agreement) and their respective successors and assigns,

"Security" means a mortgage, charge, pledge, lien, assignment or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect,

"Specified Investment Securities" means, in relation to a Chargor, all Investment Securities

- a) which as at 19 October 2007 or any time thereafter represent a holding in a Subsidiary of such Chargor or an undertaking which is its subsidiary undertaking,
- b) which are as at 19 October 2007 or any time thereafter held in the name of the Security Trustee or its nominee or to its order, or
- c) the certificates for which are as at 19 October 2007 or in the future deposited by such Chargor with the Security Trustee or which, if uncertificated, are held in an escrow or other account in favour of the Security Trustee or its nominee

Schedule

	Title Number(s)	Address	Legal Interest Owner
1	DY161240	Field House, Chesterfield Road Alfreton DE55 7DY	Growing Older with Learning Disabilities Limited

Name of company

*Insert full name
of Company

* GROWING OLDER WITH LEARNING DISABILITY LIMITED (the "Chargor")

Addendum 3/4

3 Names, addresses and descriptions of the mortgages or persons entitled to the charge (continued)

Addendum 4/4

4 Short particulars of all the property mortgaged or charged (continued)

- (ii) all interests and rights in or relating to Land or the proceeds of sale of Land as at 19 October 2007 or any time thereafter belonging to it,
- (iii) all plant and machinery as at 19 October 2007 or any time thereafter attached to any Land which, or an interest in which, is charged by it under the provisions of Clause 4.1 of the Deed,
- (iv) all rental and other income and all debts and claims as at 19 October 2007 or any time thereafter due or owing to it under or in connection with any lease, agreement or licence relating to Land,
- (v) all Specified Investment Securities which are as at 19 October 2007, or any time thereafter become, its property,
- (vi) all Derivative Rights as at 19 October 2007 or any time thereafter accruing in respect of its Specified Investment Securities,
- (vii) where Specified Investment Securities are held in a Relevant System, all its rights against the operator of the Relevant System or any participant in respect of such Specified Investment Securities,
- (viii) all insurance or assurance contracts or policies as at 19 October 2007 or any time thereafter held by or otherwise benefiting it which relate to Fixed Charge Assets or which are as at 19 October 2007 or any time thereafter deposited by it with the Security Trustee, together with all its rights and interests in such contracts and policies (including the benefit of all claims arising and all money payable under them including any refund of premiums),
- (ix) all its goodwill and uncalled capital for the time being,
- (x) all trade debts as at 19 October 2007 or any time thereafter owing to it and all proceeds thereof and the benefit of all rights relating thereto,
- (xi) all other debts as at 19 October 2007 or any time thereafter owing to it, excluding those arising on fluctuating accounts with other members of the Group,

Name of company

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(xii) the benefit of all agreements, instruments, guarantees, charges, pledges and other security and all other rights and remedies available to it in respect of any Fixed Charge Asset,

(xiii) all its interests and rights (if any) as at 19 October 2007 or any time thereafter in or to any pension fund,

(xiv) all rights, money or property accruing or payable to it as at 19 October 2007 or any time thereafter under or by virtue of a Fixed Charge Asset except to the extent that such rights, money or property are for the time being effectively charged by fixed charge under the provisions of Clause 4.1 of the Deed,

(xv) the benefit of all licences, consents and authorisations held in connection with its business or the use of any Asset and the right to recover and receive all compensation which may be payable in respect of them, and

(xvi) subject to clause 4.6 of the Deed, the Lease Documents

1.2 Creation of floating charge

The Chargor, with full title guarantee, charged to the Security Trustee as security for the payment of all Secured Liabilities, by way of floating charge all its Assets except to the extent that such Assets are for the time being effectively charged by any fixed charge contained in Clause 4.1 (Creation of fixed security) of the Deed including any Assets comprised within a charge which is reconverted under Clause 5.4 (Reconversion) of the Deed provided that the Chargor shall not create any Security over any such Asset (whether having priority over, or ranking pari passu with or subject to, this floating charge) or take any other step referred to in Clause 11 (Negative pledge and other restrictions) of the Deed with respect to any such Asset, and the Chargor shall not, without the consent of the Security Trustee, sell, transfer, part with or dispose of any such Asset except by way of sale in the ordinary course of its business or as otherwise expressly permitted by any of the other Finance Documents

1.3 Assignment

1.3.1 The Chargor with full title guarantee and by way of fixed charge assigned absolutely in favour of the Security Trustee (subject to the right of the Chargor to redeem such assignment upon payment or discharge in full of the Secured Liability) all the right, title and interest of the Chargor in and to any Hedging Documents entered into by the Chargor

1.3.2 To the extent that any such right, title and interest as is referred to in Clause 4.3.1 of the Deed is not assignable or capable of assignment, the assignment thereof purported to be effected by such Clause shall operate as an assignment of any and all compensation, damages, income, profit or rent which the Chargor may derive therefrom or be awarded or entitled to in respect thereof, in each case as a continuing security for the payment or discharge in full of the Secured Liabilities

2 CRYSTALLISATION

2.1 Crystallisation by notice

2.1.1 The floating charge created by the Chargor in Clause 4.2 (Creation of floating charge) of the Deed may be crystallised into a fixed charge by notice in writing given at any time by the Security Trustee to the Chargor (or to the Borrower on its behalf). Such crystallisation shall take effect over the Floating Charge Assets or class of Floating Charge Assets specified in the notice. If no Floating Charge Assets are specified, it shall take effect over all Floating Charge Assets of the Chargor. The Security Trustee may not give such notice unless

(a) an Event of Default is continuing and the Agent has delivered a notice to the Borrower exercising its rights in accordance with clause 22.21 (Acceleration) of the Facility Agreement, or

(b) the Security Trustee reasonably considers such assets to be in jeopardy, or

(c) the Security Trustee becomes aware or has reason to believe that steps have been taken which would, in the reasonable opinion of the Security Trustee, be reasonably likely to lead to the presentation of a petition to appoint an administrator in relation to the Chargor (or such an administrator has been appointed) or to wind up the Chargor or that any such petition has been

Name of company

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* GROWING OLDER WITH LEARNING DISABILITY LIMITED (the "Chargor")

presented which in the reasonable opinion of the Security Trustee is likely to result in the winding up of the Chargor or the appointment of such an administrator

2.2 Automatic crystallisation

2.2.1 If, without the Security Trustee's prior written consent

(a) the Chargor, in contravention of any Finance Document, resolves to take or takes any step to

(i) charge or otherwise encumber any of its Floating Charge Assets (save for Permitted Security),

(ii) create a trust over any of its Floating Charge Assets, or

(iii) dispose of any Floating Charge Asset, except by way of sale in the ordinary course of the Chargor's business or as otherwise expressly permitted by any of the Finance Documents, or

(b) any person resolves to take or takes any step to levy any distress, execution, sequestration or other process against any Floating Charge Asset,

then the floating charge created by Clause 4.2 (Creation of floating charge) of the Deed shall be automatically and instantly crystallised (without the necessity of notice) into a fixed charge over such Floating Charge Asset

2.3 Future Floating Charge Assets

Except as otherwise stated in any notice given under Clause 5.1 (Crystallisation by notice) of the Deed or unless such notice relates to all its Floating Charge Assets, prospective Floating Charge Assets acquired by any Chargor after crystallisation has occurred under Clause 5.1 (Crystallisation by notice) or 5.2 (Automatic crystallisation) of the Deed shall become subject to the floating charge created by Clause 4.2 (Creation of floating charge) of the Deed, so that the crystallisation shall be effective only as to the relevant Floating Charge Assets in existence at the date of crystallisation

2.4 Reconversion

Any charge which has crystallised under Clause 5.1 (Crystallisation by notice) or 5.2 (Automatic crystallisation) of the Deed may, by notice in writing given at any time by the Security Trustee to the Chargor, be reconverted into a floating charge in relation to the Assets specified in such notice. If any Event of Default ceases to be continuing, the Floating Charge Assets subject to any floating charge which has been converted into a fixed charge under Clause 5.1(a) (Crystallisation by Notice) or 5.2 (Automatic Crystallisation) of the Deed, shall immediately be released from such fixed charge and shall become subject to the floating charge created under Clause 4.2 (Creation of floating charge) of the Deed

3 FURTHER ASSURANCE

3.1 The Chargor shall, on the Security Trustee's written demand, execute and deliver to the Security Trustee at the cost of the Chargor and in such form as the Security Trustee (acting reasonably for so long as no Event of Default is continuing) may require

3.1.1 a legal mortgage of any Land in England and Wales as at 19 October 2007 or any time thereafter belonging to it subject to clause 4.6 of the Deed,

3.1.2 a fixed charge over any interest, not capable of being charged by way of legal mortgage, in any Land as at 19 October 2007 or any time thereafter belonging to it (subject to clause 4.6 of the Deed),

3.1.3 a legal or equitable charge (at the Security Trustee's option) over all or any of its Investment Securities and/or Derivative Rights,

3.1.4 a chattel mortgage over such of its chattels, plant, machinery, computers and/or other equipment as the Security Trustee may specify,

Name of company

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* GROWING OLDER WITH LEARNING DISABILITY LIMITED (the "Chargor")

3.1.5 where any Asset which is material to the business of the Group (taken as a whole) is situated outside England and Wales, such fixed security under the law of the place where the Asset is situated as the Security Trustee may require, and

3.1.6 such other documents as the Security Trustee may in its discretion (such discretion to be exercised reasonably prior to any Event of Default) think fit further or to perfect the Deed or upon enforcement of the security created by the Deed vest title to any Asset in itself or its nominee or any purchaser

4. CONTINUING SECURITY

The Deed shall be a continuing security for the Secured Finance Parties, notwithstanding any intermediate payment or settlement of accounts or other matter whatever and shall be in addition to and shall not prejudice or be prejudiced by any right of set-off, combination, lien, or other rights exercisable by any Secured Finance Party as banker against the Chargor or any security, guarantee, indemnity and/or negotiable instrument as at 19 October 2007 or any time thereafter held by any Secured Finance Party

5. NEGATIVE PLEDGE

5.1 Negative pledge

5.1.1 The Chargor shall not create or permit to subsist any Security over any of its assets save as expressly permitted by the terms of any Finance Document

5.1.2 Save as expressly permitted by the terms of any Finance Document the Chargor shall not

- (a) sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired by the Chargor or any other member of the Group,
- (b) sell, transfer or otherwise dispose of any of its receivables on recourse terms,
- (c) enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts, or
- (d) enter into any other preferential arrangement having a similar effect,

in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset other than Permitted Financial Indebtedness

5.1.3 Clauses 11.1.1 and 11.1.2 of the Deed do not apply to Permitted Security

5.2 Disposals

The Chargor shall not enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer or otherwise dispose of Properties save as expressly permitted by the terms of any Finance Document

6. INVESTMENT SECURITIES

6.1 Negative covenants

The Chargor covenanted with the Security Trustee that it will not, without the prior written consent of the Security Trustee (such consent not to be unreasonably withheld or delayed) consent to its Specified Investment Securities being consolidated, sub-divided or converted or any rights attached to them being varied

7. POWER OF ATTORNEY

Name of company

*insert full name
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* GROWING OLDER WITH LEARNING DISABILITY LIMITED (the "Chargor")

7.1 Appointment of attorney

7.1.1 The Chargor, by way of security, irrevocably appointed the Security Trustee (whether or not a Receiver or administrator has been appointed) and any Receiver separately to be its attorney (with full power to appoint substitutes and to delegate) with power in its name and on its behalf, and as its act and deed or otherwise at any time whilst an Event of Default is continuing and the Agent has delivered a notice to the Borrower in accordance with clause 22.21 of the Facility Agreement to

- (a) execute and deliver and otherwise perfect any agreement, assurance, deed, instrument or document, and
- (b) perform any other act of any description,

which may be required of the Chargor under the Deed or may be deemed by such attorney necessary or desirable for any purpose of the Deed or to constitute, enhance or perfect the Security intended to be constituted by it or to convey or transfer legal ownership of any Assets

7.2 Ratification

The Chargor ratified and confirmed whatever any attorney does or purports to do pursuant to its appointment under Clause 17 of the Deed

7.3 Sums recoverable

All sums expended by the Security Trustee or any Receiver under Clause 17 of the Deed shall be recoverable from each relevant Chargor under Clause 23 (Costs, expenses and liabilities) of the Deed

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

COMPANY No 05148271

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 19th OCTOBER 2007 AND CREATED BY GROWING OLDER WITH LEARNING DISABILITY LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE CHARGORS TO ALCENTRA LIMITED (AS "SECURITY TRUSTEE") ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 2nd NOVEMBER 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 7th NOVEMBER 2007

P. Con



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES