

14283/13
MG01

Particulars of a mortgage or charge



A fee is payable with this form.

We will not accept this form unless you send the correct fee

Please see 'How to pay' on the last page



What this form is for

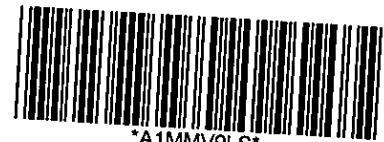
You may use this form to register particulars of a mortgage or charge in England and Wales or Northern Ireland



What this form is NOT for

You cannot use this form to register particulars of a charge for a company. To do this, please use form MG01s

WEDNESDAY



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A13

28/11/2012

#13

COMPANIES HOUSE

FOR OFFICIAL USE

1

Company details

Company number 05715139

Company name in full The Leaving Care Company Limited (the "Company")

Filling in this form

Please complete in typescript or in bold black capitals

All fields are mandatory unless specified or indicated by *

2

Date of creation of charge

Date of creation 02/03/2012

3

Description

Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description A debenture dated 23 November 2012 between the Company and HSBC Bank plc (the "Security Trustee") as agent and trustee for the Secured Parties (the "Debenture")

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Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

All present and future moneys, obligations and liabilities, whether actual or contingent and whether owed jointly or severally, as principal or surety and/or in any other capacity whatsoever, owed by the Company to any one or more of the Secured Parties under or in connection with the Finance Documents and shall include interest on the above from the date of demand until the date of payment in full (as well after as before any judgment) calculated on a daily basis at the default interest rate, and in the manner described, in the Facilities Agreement (the "Secured Obligations")

All capitalised terms used in this MG01 and not defined herein shall have the same meaning as set out and given to such term in the Debenture

Continuation page

Please use a continuation page if you need to enter more details

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5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Continuation page
Please use a continuation page if you need to enter more details

Name	HSBC Bank plc (Registration No 00014259) as agent and trustee for the Secured Parties									
Address	8 Canada Square									
	London									
Postcode	E	C	1	4		5	H	Q		
Name										
Address										
Postcode										

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page
Please use a continuation page if you need to enter more details

Short particulars

Please see the attached continuation page C3

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Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance or discount Nil

8

Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

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Signature

Please sign the form here

Signature

Signature

X *Wage & G L F* X

This form must be signed by a person with an interest in the registration of the charge

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Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name 2072826/EJH1/ELH2

Company name
Wragge & Co LLP

Address 3 Waterhouse Square

142 Holborn

Post town London

County/Region

Postcode E C I N 2 S W

Country

DX DX 155790 BLOOMSBURY 8

Telephone 08709031000



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

- ☐ The company name and number match the information held on the public Register
- ☐ You have included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



Important information

Please note that all information on this form will appear on the public record.



How to pay

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

Make cheques or postal orders payable to 'Companies House'



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below

For companies registered in England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland:

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland:

The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

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Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

1 1 Charges

The Company with full title guarantee charged in favour of the Security Trustee as continuing security for the payment and discharge of the Secured Obligations

- (a) by way of legal mortgage, the Real Property,
- (b) by way of fixed charge, any Real Property now or at any time after the date of this Debenture belonging to the Company (other than any property charged under paragraph 1 1(a) above),
- (c) by way of fixed charge, all plant, machinery, vehicles, computers, office and other equipment owned by the Company, both present and future,
- (d) by way of fixed charge all present and future bank accounts, cash at bank and credit balances of the Company with any bank or other person and all rights relating or attaching to them (including the right of interest) and all Related Rights,
- (e) by way of fixed charge all present and future Receivables,
- (f) by way of fixed charge all present and future Investments,
- (g) by way of fixed charge, all present and future Intellectual Property,
- (h) by way of fixed charge, the goodwill of the Company and its uncalled capital both present and future,
- (i) by way of fixed charge insofar as any provision of the assignment by way of security referred to in paragraph 1 3(a) and (b) below shall not be effective, all rights and interest in and claims under all Insurance Policies (save in respect of Excluded Insurance Proceeds) and (save where prohibited by the relevant terms of the contract) the benefit of all rights and claims to which the Company is entitled under any of the Material Contracts,
- (j) by way of floating charge, the whole of the Company's undertaking and assets, present and future including (without prejudice to the generality of the foregoing) heritable property and all other property and assets in Scotland, other than any assets validly and effectively mortgaged, charged or assigned (whether at law or in equity) by this Debenture (the "Floating Charge Property")

1 2 Qualifying Floating Charge

Paragraph 14 of Schedule B1 of the Insolvency Act 1986 shall apply to any floating charge created by the Debenture

1 3 Security Assignment

The Company with full title guarantee assigns to the Security Trustee as continuing security for the payment and discharge of the Secured Obligations all of its rights, title, interest and benefit from time to time in and to

- (a) the Insurance Policies, and
- (b) the Material Contracts

The Security Trustee will not require to be given by the Company any notice of assignment of the Receivables unless an Event of Default is continuing and any notice of assignment of the Material

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Contracts unless the Agent has served a notice to accelerate under Clause 28 19 (<i>Acceleration</i>) of the Facilities Agreement</p> <p>2 <u>Negative Pledge</u></p> <p>Except as permitted in paragraph 2 3 below</p> <p>2 1 The Company shall not create or permit to subsist any Security over any of its assets</p> <p>2 2 The Company shall not enter into a single transaction or series of transactions (whether related or not and whether voluntary or involuntary) to</p> <p> (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 an Obligor,</p> <p> (b) sell, transfer or otherwise dispose of any of its receivables on recourse terms,</p> <p> (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</p> <p> (d) enter into any preferential arrangement having a similar effect,</p> <p>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</p> <p>(together "Quasi Security")</p> <p>2 3 Paragraphs 2 1 and 2 2 above do not apply to any Security or (as the case may be) Quasi-Security, which is</p> <p> (a) Permitted Security, or</p> <p> (b) a Permitted Transaction</p> <p>3. <u>Further Assurance</u></p> <p>Subject to the Agreed Security Principles the Company shall, at its own expense, promptly take whatever action the Security Trustee may reasonably require for</p> <p>(a) creating, perfecting or protecting the Security intended to be created by the Debenture, and</p> <p>(b) facilitating the realisation of any of the Charged Property or the exercise of any right, power or discretion exercisable by the Security Trustee or any Receiver in respect of any of the Charged Property,</p> <p>including the execution of any security or other document (in such form as the Security Trustee may reasonably require), the giving of any notice and the making of any registration which the Security Trustee may, acting reasonably, think necessary</p>	



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 5715139
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 23
NOVEMBER 2012 AND CREATED BY THE LEAVING CARE
COMPANY LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE COMPANY TO ANY ONE OR MORE
OF THE SECURED PARTIES ON ANY ACCOUNT WHATSOEVER
UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT
CREATING OR EVIDENCING THE CHARGE WAS REGISTERED
PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT
2006 ON THE 28 NOVEMBER 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 29 NOVEMBER
2012

Dx



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**