

638367 / 65

**M****COMPANIES FORM No. 395****Particulars of a mortgage or charge**

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

**395**

CHFP025

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this margin

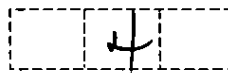
Please complete  
legibly, preferably  
in black type, or  
bold block lettering

\* insert full name  
of Company

Pursuant to section 395 of the Companies Act 1985

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

For official use



Company number

05989700

Name of company

NFAH Limited (the **Chargor**)

Date of creation of the charge

21 September 2009

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

A confirmatory deed dated 21 September 2009 between the Parent, certain Obligors and the Security Trustee (the **Confirmatory Deed**). The Confirmatory Deed is supplemental to a debenture originally dated 7 December 2006 between, among others, the Parent, certain Chargors and the Security Trustee, as supplemented and amended from time to time (the **Debenture**)

Amount secured by the mortgage or charge

All the liabilities of the Obligors to the Finance Parties under or pursuant to the Finance Documents except for any liabilities which, if secured by the Debenture, would result in a contravention by the Chargor of section 151 of the Companies Act 1985 (the **Secured Liabilities**).

Note: Capitalised terms not defined on this page are defined in the M395 Continuation Sheet attached.

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

The Royal Bank of Scotland plc as trustee for itself and the Secured Parties (the **Security Trustee**), of 280 Bishopsgate, London

Postcode EC2M 4RB

Presentor's name address and  
reference (if any):

Denton Wilde Sapte LLP  
One Fleet Place  
London EC4M 7WS

REF/PTR/70001.00566

Please return  
via  
CH London Counter

For official Use (02/00)

Mortgage Section

FRIDAY



LD4

\*L0JH5DKN\*

25/09/2009

185

COMPANIES HOUSE

Time critical reference

Short particulars of all the property mortgaged or charged

See the M395 Continuation Sheet attached.

Please do not  
write in  
this margin

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

Particulars as to commission allowance or discount (note 3)

NIL

Signed

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

Deborah Wildesapre Ltd.

Date 25/9/09

On behalf of [company] [mortgagee/chargee]<sup>†</sup>

**M395 Continuation Sheet**

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Name of company

\* insert full name  
of company

NFAH Limited (the **Chargor**)

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

**1 Creation of Security**

Without prejudice to the rights of the Security Trustee which have arisen on or before the date of this Deed, the Chargor confirms that on and after the date of the Confirmatory Deed:

- (a) the Security granted pursuant to the Debenture and each Security Accession Deed continues to secure all liabilities which are expressed to be secured by it; and
- (b) the Debenture and each Security Accession Deed remains in full force and effect,

notwithstanding, in each case, the amendments to the Facilities Agreement pursuant to the Amendment and Restatement Agreement and the Second Amendment and Restatement Agreement.

To the extent not already charged as Security for the Secured Liabilities, the Chargor, with full title guarantee, in favour of the Security Trustee (as trustee for the Secured Parties), hereby respectively, charges, mortgages and assigns on the terms set out in clause 3 (*Creation of Security*) of the Debenture all its business, assets and undertaking as more specifically referred to in the Debenture, upon the terms contained in the Debenture, as a continuing security for the payment and discharge of the Secured Liabilities (including for the avoidance of doubt the Lenders' Commitments in relation to Tranche B2 and Tranche B3 (and all amounts of interest due thereon)) provided that the Land charged by each Chargor by way of legal mortgage under Clause 3.1 (*Land*) of the Debenture shall be the Land set out next to the name of that Chargor in Schedule 1 (*Land*) of this Form 395.

The terms of clause 3 (*Creation of Security*) of the Debenture are as follows:

**1.1 Land**

The Chargor charged:

- (a) by way of legal mortgage its interest in the Land referred to in Schedule 1 (*Land charge by way of legal mortgage*) of this Form M395; and
- (b) by way of fixed charge any right, title or interest which it has now or may subsequently acquire to or in any other Land.

**1.2 Shares**

The Chargor mortgaged or (if or to the extent that the Debenture did not take effect as a mortgage) charged by way of fixed charge:

- (a) all Shares; and
- (b) all related Distribution Rights.

**1.3 Investments**

The Chargor mortgaged or (if or to the extent that the Debenture did not take effect as a mortgage) charged by way of fixed charge:

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Company number

05989700

Name of company

\* insert full name  
of company

NFAH Limited (the **Chargor**)

- (a) all Investments; and
- (b) all related Distribution Rights.

including those held for it by any nominee.

**1.4 Equipment**

The Chargor charged by way of fixed charge all Equipment in so far as it was not charged by way of legal mortgage under Clause 3.1 (*Land*) of the Debenture.

**1.5 Book Debts**

The Chargor charged by way of fixed charge:

- (a) subject to the RBSIF Charges, all Book Debts; and
- (b) all benefits, rights and Security held in respect of, or to secure the payment of, the Book Debts.

**1.6 Non Trading Debts**

The Chargor charged by way of fixed charge:

- (a) all Non Trading Debts; and
- (b) all benefits, rights and Security held in respect of, or to secure the payment of, the Non Trading Debts.

**1.7 Accounts held with Finance Parties**

The Chargor charged by way of fixed charge all amounts standing to the credit of:

- (a) each Account held with the Security Trustee; and
- (b) any other account in its name held with the Security Trustee or to which it was beneficially entitled.

**1.8 Intellectual Property Rights**

The Chargor charged by way of fixed charge all Intellectual Property Rights, including, where the Chargor was a Trade Mark Chargor;

- (a) the Trade Mark Property which belonged to it then or will belong to it at any time during the Security Period; and
- (b) all fees, royalties and other rights of every kind deriving from the Trade Mark Property.

**1.9 Goodwill**

The Chargor charged by way of fixed charge its goodwill.

**1.10 Uncalled capital**

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\* insert full name  
of company

NFAH Limited (the Chargor)

The Chargor charged by way of fixed charge its uncalled capital.

**1.11 Authorisations**

The Chargor charged by way of fixed charge the benefit of all Authorisations held in relation to any Security Asset.

**1.12 Assigned Agreements**

1.12.1 The Chargor assigned absolutely by way of security, all rights and interests under the Assigned Agreements to which it was a party.

1.12.2 Until an Event of Default occurs, but subject to Clause 7.6 (*Assigned Agreements and Insurances*) of the Debenture, the Chargor may continue to deal with the counterparties to the relevant Assigned Agreements.

**1.13 Accounts held with third parties**

The Chargor assigned absolutely or (if and to the extent that the assignment was not effective) charged by way of fixed charge all amounts from time to time standing to the credit of each account (including any Account) held with a party, other than the Security Trustee, in its name or to which it was beneficially entitled.

**1.14 Insurances**

1.14.1 The Chargor assigned absolutely all its rights and interests in the Insurances.

1.14.2 Until an Event of Default occurs which is continuing, but subject to Clause 7.6 (*Assigned Agreements and Insurances*) of the Debenture, the Chargor may continue to deal with the counterparties to the Insurances.

**1.15 Contractual rights**

The Chargor charged by way of a fixed charge all its rights under any agreement to which it is a party other than the Assigned Agreements which are effectively assigned by Clause 3.12 (*Assigned Agreements*) of the Debenture.

**1.16 Other assets**

1.16.1 The Chargor charged by way of floating charge:

- (a) all its present and future business, undertaking and assets which were not effectively mortgaged, charged by way of fixed charge or assigned under Clause 3 (*Creation of Security*) of the Debenture; and
- (b) whether or not so mortgaged, charged or assigned, all its undertaking and assets of whatever type both present and future located in or otherwise governed by the laws of Scotland.

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

**1.17 Trust**

If or to the extent that for any reason the assignment or charging of any Security Asset is prohibited, the Chargor

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\* insert full name  
of company

NFAH Limited (the **Chargor**)

holds it on trust for the Security Trustee.

**2 Nature of Security created**

The Security created under Clause 2 (*Confirmation and charge*) of the Confirmatory Deed on the same terms as the Debenture was created:

- (a) as a continuing security to secure the payment and discharge of the Secured Liabilities;
- (b) (except in the case of assets which are the subject of a legal mortgage under the Debenture) over all present and future assets of the kind described which are owned by the Chargor and, to the extent that it does not own those assets, shall extend to any right or interest which it may have in them;
- (c) in favour of the Security Trustee as trustee for the Finance Parties; and
- (d) with full title guarantee (and in respect of assets located in or otherwise governed by the laws of Scotland with absolute warrandice) (except that the covenant set out in section 3(1) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to all charges, incumbrances and rights, even if the Chargor did not know and could not reasonably be expected to know about them).

**3 Negative pledge**

Note that the Chargor may not create or permit to subsist any Security over any Security Asset except Security entered into pursuant to any Finance Document.

**4 Definitions**

In this Form 395:

**Accession Letter** means a document substantially in the form set out in Schedule 6 (*Form of Accession Letter*) to the Facilities Agreement.

**Account** means a Current Account, a Holding Account or a Mandatory Prepayment Account.

**Additional Borrower** means a company which becomes an Additional Borrower in accordance with Clause 27 (*Changes to the Obligors*) of the Facilities Agreement.

**Additional Guarantor** means a company which becomes an Additional Guarantor in accordance with Clause 27 (*Changes to the Obligors*) of the Facilities Agreement.

**Agent** means The Royal Bank of Scotland plc.

**Amendment and Restatement Agreement** means the amendment and restatement agreement made between the parties to this Agreement dated 10 March 2008.

**Ancillary Document** means each document relating to or evidencing the terms of a facility forming a part of the Ancillary

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\* insert full name  
of company

NFAH Limited (the **Chargor**)

Facility.

**Ancillary Facility** means the ancillary facility or facilities made available by the Ancillary Lender in accordance with Clause 6 (*Ancillary Facility*) of the Facilities Agreement.

**Arranger** means The Royal Bank of Scotland plc.

**Assigned Agreements** means the Acquisition Documents, the Appointment, the Building Contract, the Company Loan Note Documents, the Hedging Agreements, the Parent Loan Agreement, and the Key-Man Policies (each as defined in the Facilities Agreement).

**Authorisation** means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration.

**Book Debts** means, in relation to a Chargor, all its book debts arising in the ordinary course of trading.

**Borrower** means the Company or an Additional Borrower unless it has ceased to be a Borrower in accordance with Clause 27 (*Changes to the Obligors*) of the Facilities Agreement.

**Company** means NFAG Limited, a company incorporated under the laws of England and Wales with registered number 05989700 having its registered office at 21 Tudor Street, London, EC4Y 0DJ.

**Current Account** means any current account of the Chargor set out in Schedule 2 of this Form 395 (Accounts).

**Distribution Rights** means all allotments, accretions, offers, options, rights, bonuses, benefits and advantages, whether by way of conversion, redemption, preference, option or otherwise which at any time accrue to or are offered or arise in respect of any Investments or Shares, and includes all dividends, interest and other distributions paid or payable on or in respect of them.

**Equipment** means all fixed and moveable plant, machinery, tools, vehicles, computers and office and other equipment and the benefit of all related Authorisations, agreements and warranties.

**Event of Default** means any event or circumstance specified as such in Clause 25 (*Events of Default*) of the Facilities Agreement.

**Finance Document** means this Agreement, the Amendment and Restatement Agreement, the Second Amendment and Restatement Agreement, any Accession Letter, any Ancillary Document, the Company Intra-group Loan Agreement, any Compliance Certificate, any Fee Letter, any Hedging Agreement, the Intercreditor Deed, the Intercreditor Amendment Letter, any Resignation Letter, any Selection Notice, any Security Document (including the Security Confirmation Deed), any Utilisation Request and any other document designated as a Finance Document by the Agent and the Parent.

**Facilities Agreement** means the Facilities Agreement dated on or around the date of the Debenture between, among others, the Parent and the Finance Parties.

**Fee Letter** means:

- (a) any letter or letters dated on or about the date of this Agreement between the Arranger and the Parent (or the Agent and the Parent or the Security Trustee and the Parent) setting out any of the fees referred to in Clause 14 (*Fees*); and

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NFAH Limited (the **Chargor**)

(b) any agreement setting out fees payable to a Finance Party under any other Finance Document.

**Finance Parties** means the Agent, the Arranger, the Security Trustee, the Lenders, the Hedge Counterparties and the Ancillary Lenders (as defined in the Facilities Agreement).

**Group** means the Chargor and each of its respective Subsidiaries for the time being, and **Group Company** means any one of them.

**Guarantor** means the Parent, the Company or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with Clause 27 (*Changes to the Obligors*) of the Facilities Agreement.

**Holding Account** means an account:

- (a) held in England and Wales by a Group Company with the Agent or Security Trustee;
- (b) identified in a letter between the Parent and the Agent as a Holding Account; and
- (c) subject to any Security Interest in favour of the Security Trustee which Security Interest is in form and substance satisfactory to the Security Trustee,

(as it may be redesignated, substituted or replaced from time to time).

**Intellectual Property Rights** means:

- (a) any patents, petty patents, trade marks, service marks, trade secrets, designs, business names, copyrights, design rights, moral rights, trade names, domain names, rights in designs, software rights, utility models, database rights, copyrights, rights in the nature of copyright, and all other forms of intellectual or industrial property;
- (b) any rights in or to inventions, formulae, confidential or secret processes and information, know-how and similar rights, goodwill and any other rights and assets of a similar nature; and
- (c) any other right to use, or application to register or protect, any of the items listed in paragraphs (a) or (b) above,

arising or subsisting in any jurisdiction and whether registered or not.

**Investments** means all or any stocks, shares (other than any Shares), bonds and securities of any kind (marketable or otherwise), negotiable instruments and warrants and any other financial instruments (as defined in the Regulations).

**Land** has the same meaning as it has in section 205(1) of the Law of Property Act 1925.

**Lender** means:

- (a) any Original Lender; and
- (b) any bank, financial institution, trust, fund or other entity which has become a Party in accordance with Clause 26 (*Changes to the Lender*) of the Facilities Agreement,

which in each case has not ceased to be a Party in accordance with the terms of the Facilities Agreement.



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\* insert full name  
of company

NFAH Limited (the **Chargor**)

**Mandatory Prepayment Account** means an interest-bearing account:

- (a) held in England and Wales by a Borrower with the Agent or the Security Trustee;
  - (b) identified in a letter between the Parent and the Agent as a Mandatory Prepayment Account;
  - (c) subject to any Security Interest in favour of the Security Trustee which Security Interest is in form and substance satisfactory to the Agent and Security Trustee; and
  - (d) from which no withdrawals may be made by any Group Company except as contemplated by this Agreement,
- (as it may be redesignated, substituted or replaced from time to time).

**Non Trading Debts** means all debts and moneys due or payable to a Chargor except for Book Debts and those referred to in Clause 3.7 (*Accounts held with Finance Parties*) and Clause 3.13 (*Accounts held with third parties*) of the Debenture.

**Obligor** means a Borrower or a Guarantor.

**Original Borrower** means the Company.

**Original Guarantor** means the Parent and the Company.

**Original Investors** means Sovereign Capital Partnership II LP and SCLP II Investment LP.

**Original Lenders** means the financial institutions listed in Part 2 of Schedule 1 (*The Original Parties*) of the Facilities Agreement as lenders.

**Parent** means NFAH Limited, a company incorporated under the laws of England and Wales with registered number 05989700 having its registered office at 21 Tudor Street, London, EC4Y 0DJ.

**Resignation Letter** means a letter substantially in the form set out in Schedule 7 (*Form of Resignation Letter*) of the Facilities Agreement.

**Regulations** means the Financial Collateral Arrangements (No 2) Regulations 2003 (S.I. 2003/3226) or equivalent legislation in any applicable jurisdiction bringing into effect Directive 2002/47/EC on financial collateral arrangements, and **Regulation** means any of them.

**RBSIF** means RBSIF Limited.

**RBSIF Charges** means the debentures each dated the date of the Facilities Agreement in the agreed form made between the Targets and the RBSIF.

**Second Amendment and Restatement Agreement** means the amendment and restatement agreement made between the parties made between the parties to this Agreement dated on or about 21 September 2009.

**Secured Parties** means each Finance Party from time to time party to the Facilities Agreement, any Receiver or Delegate (each (other than the Finance Party) as defined in the Facilities Agreement).

**Security** means a mortgage, charge, pledge, lien, assignment by way of security, retention of title provision, trust or flawed asset arrangement (for the purpose of, or which has the effect of, granting security) or other security interest

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NFAH Limited (the **Chargor**)

securing any obligation of any person or any other agreement or arrangement in any jurisdiction having a similar effect.

**Security Accession Deed** has the meaning given to that term in the Debenture.

**Security Assets** means, in relation to the Chargor, all of its assets which are the subject of any Security created or to be created by or pursuant to the Debenture.

**Security Documents** means any document entered into by any Obligor creating or expressed to create a Security Interest over all or any part of its assets in respect of the obligations of any of the Obligors under any of the Finance Documents.

**Shares** means all shares held by the Chargor in its Subsidiaries, including shares specified in Schedule 3 (*Shares*) of this Form 395.

**Subsidiary** means:

- (a) a subsidiary within the meaning of section 736 of the Act; and
- (b) a subsidiary undertaking within the meaning of section 258 of the Act.

**Targets** means:

- (a) The National Fostering Agency Limited registered in England and Wales under company number 3127814 (**NFA**); and
- (b) The National Fostering Agency (Scotland) Limited registered in England and Wales with registered number 5480281 (**NFAS**);

and **Target** means either or them.

**Trade Mark** means each United Kingdom registered trade mark described in Part 1 of Schedule 8 (*Trade Marks*) of the Debenture.

**Trade Mark Application** means each application for the United Kingdom registration of a trade mark as described in Part 2 of Schedule 8 (*Trade Marks*) of the Debenture.

**Trade Mark Chargor** means a Chargor that owns Trade Mark Property.

**Trade Mark Property** means:

- (a) all Trade Marks;
- (b) all Trade Mark Applications;
- (c) any goodwill of a Chargor's business to which any Trade Mark or Trade Mark Application relates; and
- (d) any other right which may arise from, relate to, or be associated with any Trade Mark or Trade Mark Application or, in either case, its use in a Chargor's business.

**Tranche B2** has the same meaning as defined in the Facilities Agreement

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\* insert full name  
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NFAH Limited (the **Chargor**)

**Tranche B3** has the same meaning as defined in the Facilities Agreement

**5 Interpretation**

Any reference in this Form 395 to:

- (a) **assets** includes revenues, property and rights of every kind, present, future, actual and contingent and whether tangible or intangible (including uncalled share capital);
- (b) the **Chargor**, the **Security Trustee** or any other **Finance Party** includes any one or more of its assigns, transferees and successors in title (in the case of the **Chargor**, so far as any such is permitted);
- (c) a **Finance Document** (including the Debenture) or any other agreement or instrument is a reference to that Finance Document, the Debenture or other agreement or instrument as amended, novated, supplemented, extended, restated or replaced from time to time;
- (d) the words **include(s)**, **including** and **in particular** shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;
- (e) **indebtedness** includes any obligation, whether incurred as principal or as surety, for the payment or repayment of money, whether present or future, actual or contingent and whether owed jointly or severally or in any other capacity;
- (f) the words **other** and **otherwise** shall not be construed ejusdem generis with any preceding words where a wider construction is possible; and
- (g) **liabilities** includes any obligation whether incurred as principal or as surety, whether or not in respect of indebtedness, whether present or future, actual or contingent and whether owed jointly or severally or in any other capacity.

**Schedule 1 – Land**

Name of Chargor	Description and address	Title number
NFAG Limited	Frays Court, 71 and 73 Cowley road, Uxbridge, Middlesex, UB8 2AE	AGL7191
	Flat 3, Quay View Business Park, Lowestoft, NR32 2ED	SK274588
National Fostering Agency Limited	Suite 5C, Yeoman House, 57-63 Croydon Road, Penge	SGL664453
	Suite 5D, Yeoman House, 57-63 Croydon Road, Penge	SGL668413



## **CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE**

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

**COMPANY NO. 5989700  
CHARGE NO. 4**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A CONFIRMATORY DEED  
SUPPLEMENTAL TO A DEBENTURE ORIGINALLY DATED 7  
DECEMBER 2006 AND DATED 21 SEPTEMBER 2009 AND  
CREATED BY NFAH LIMITED FOR SECURING ALL MONIES  
DUE OR TO BECOME DUE FROM THE OBLIGORS TO THE  
FINANCE PARTIES 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 25 SEPTEMBER 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 27 SEPTEMBER  
2009

4/C  
J.P.



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES