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COMPANIES FORM No. 395

217292/65

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.

CHFP025

Please do not
write in
this margin

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

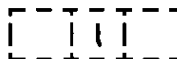
*insert full name
of Company

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



06019106

Name of company

* Alpha Plus Fostering Limited (the "Company")

Date of creation of the charge

16 April 2009

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

MORTGAGE DEBENTURE made between (1) the Company and (2) AIB Group (UK) plc
("the Bank")

Amount secured by the mortgage or charge

All liabilities of the Company present and future actual and/or contingent
to the Bank

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

AIB Group (UK) at Legal and Central Securities (GB), Bank Centre, Belmont
Road, Uxbridge, Middlesex

Postcode UB8 1SA

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

Martineau
1 Colmore Square, Birmingham
B4 6AA

RBH - 182362

Time critical reference

For official Use (02/00)
Mortgage Section

Post room

SATURDAY



AYMW79BH

A25

25/04/2009

167

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

1. A charge by way of Legal Mortgage over the property (if any) referred to in the Schedule to the Mortgage Debenture and the proceeds of sale thereof (the "Legally Mortgaged Property")
2. A fixed equitable charge over the Company's estate or interest in all freehold and/or leasehold property now or at any time belonging to or charged to the Company and the benefit of all other agreements or licences relating to land to which from time to time the Company is a party or otherwise entitled and all buildings, fixtures (including trade fixtures) and any fixed plant and machinery owned by the Company thereon from time to time and the proceeds of sale of all or any of the foregoing (the "Equitably Charged Property").
3. A fixed charge on all balances standing to the credit of any current, deposit or other account of the Company with the Bank (including, inter alia, any account with the Bank designated a realisations account for the proceeds of disposal of any of the assets of the Company) or with other banks, financial institutions or similar third parties (the "Credit Balances").

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this margin

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

Particulars as to commission allowance or discount (note 3)

NIL

Signed

Markineau

Date

24 April 2007

On behalf of ~~1900000~~ [mortgagee/chargee] †

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

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 situate 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**

† delete as
appropriate

**Particulars of a mortgage or charge
(continued)**

CHFP025

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write in this
binding margin

Continuation sheet No 1
to Form No 395 and 410 (Scot)

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

Company Number

06019106

Name of Company

Alpha Plus Fostering Limited (the "Company")

Limited*

* delete if
inappropriate

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

4

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

Please do not
write in this
binding margin

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

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

4. A fixed charge over all stocks, shares and/or other securities now or at any time owned by the Company (including, without prejudice to the generality of the foregoing, loan capital indebtedness or liabilities on any account or in any manner owing to the Company) in (or from) any body corporate together with all rights in respect of or incidental to such stock, shares and other securities ("the Securities").

5. A fixed charge over the goodwill, licences, patents, patent applications, trademarks, copyrights, rights in the nature of copyright, registered designs and all other intellectual property rights now or at any time belonging to the Company ("the Goodwill and Intellectual Property").

6. A fixed charge over the uncalled capital of the Company now or at any time hereafter in existence and future calls (whether made by the directors of the Company or by a receiver appointed under the terms of the Mortgage Debenture or a liquidator).

7. A fixed charge over all plant, machinery, vehicles, computers and office and other equipment now or at any time belonging to the Company (other than insofar as it is part of the Company's stock in trade) ("the Equipment").

8. A floating charge over the undertaking and all other property, assets and rights present and future of the Company but so that the Company shall not without the prior consent in writing of the Bank create any mortgage or charge ranking in priority to or pari passu with this floating charge or sell or otherwise dispose of the whole or, except in the ordinary course of trading and for full value, any part of the Company's undertaking.

NB: The Mortgage Debenture contains, inter alia, the following additional restrictions prohibiting the Company without the prior consent in writing of the Bank from:

- (a) creating any mortgage, or other security interest over the Equitably Charged Property, the Goodwill and Intellectual Property, the Securities the Equipment or the Legally Mortgaged Property or any part of or interest in the same;
- (b) exercising the statutory power of leasing and/or accepting surrenders of leases conferred on mortgagors with reference to the Equitably Charged Property and the Legally Mortgaged Property; and
- (c) parting with possession of the Equitably Charged Property or the Legally Mortgaged Property or any part thereof or conferring upon any person, firm, company or body whatsoever any licence or right to occupy it or any part thereof.

In addition, clause 8 of the Mortgage Debenture provides as follows:

"Covenants Regarding Book Debts

8.

(1) The Company shall if called upon to do so by the Bank from time to time:

- (a) execute a legal assignment of the Debts or any of them to the Bank in a form approved by the Bank;
- (b) give notice of assignment to each debtor from which any of the Debts is due; and/or
- (c) take such steps as the Bank may require to perfect the assignment referred to in (a) above;
- (d) in addition, execute a separate fixed charge over the Debts or any of them in favour of the Bank in such form approved by the Bank, which shall have priority to the charges created by the Mortgage Debenture, and pay into a new specifically designated account ("the Charged Account") with the Bank all monies which the Company may receive in respect of the Debts. The Company shall execute a separate fixed charge over the Charged Account in favour of the Bank.

(2) With reference to the Credit Balances the Company agrees to inform the Bank as soon as any Credit Balance with any third party other than the Bank comes into existence and if so directed by the Bank the Company shall transfer any such credit into such specifically designated account with the Bank as the Bank may direct and shall not sell or otherwise charge or assign any Credit Balance in favour of any person or purport to do so without the prior consent in writing of the Bank."



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

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

COMPANY NO. 6019106
CHARGE NO. 1

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A MORTGAGE DEBENTURE DATED
16 APRIL 2009 AND CREATED BY ALPHA PLUS FOSTERING
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO AIB GROUP (UK) PLC ON ANY
ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO
CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 25
APRIL 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 30 APRIL 2009



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES