



CHWP000

COMPANIES FORM No. 466(Scot)

117/023428

466**Particulars of an instrument of
alteration to a floating charge created
by a company registered in Scotland**

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

*Please do not
write in
this margin*

Pursuant to section 410 and 466 of the Companies Act 1985

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

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

For official use

Company number

2

SC308734

Name of company

* Spectrum Care & Support Services Limited

** insert full name
of company*

Date of creation of the charge (note 1)

23 September 2011

Description of the instrument creating or evidencing the charge or of any ancillary document which has
been altered (note 1)

Floating Charge (the "Charge")

Names of the persons entitled to the charge

Clydesdale Bank PLC ("CB")

Short particulars of all the property charged

The whole of the property, assets and rights (including uncalled capital) which are or may from time to
time while the Charge is in force be comprised in the property and undertaking of the Company (the
"Charged Assets").

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

For official use (02/06)
Charges Section

THURSDAY



SCT

S1DZ4NRT

26/07/2012

COMPANIES HOUSE

#84

Names, and addresses of the persons who have executed the instrument of alteration (note 2)

See Paper Apart 1

*Please do not
write in
this margin*

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

Date(s) of execution of the instrument of alteration

12 June 2012
10 July 2012
18 July 2012

A statement of the provisions, if any, imposed by the instrument of alteration prohibiting or restricting the creation by the company of any fixed security or any other floating charge having, priority over, or ranking pari passu with the floating charge

During the Security Period, no Group Company will (and neither the Trustee nor the Original Investors will require any Group Company to) create or permit to subsist any Security Right over any of its assets for all or part of the Subordinated Debt or any guarantee (or other assurance against financial loss) for or in respect of all or any part of the Subordinated Debt, in either case other than by the security or guarantees conferred by the Subordinated Security Documents entered into on or before the date of the instrument of alteration.

SEE PAPER APART 2 FOR DEFINITIONS.

Short particulars of any property released from the floating charge

N/A

The amount, if any, by which the amount secured by the floating charge has been increased

N/A



*Please do not
write in
this margin*

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

A statement of the provisions, if any, imposed by the instrument of alteration varying or otherwise regulating the order of the ranking of the floating charge in relation to fixed securities or to other floating charges


The CB Security Documents and the Subordinated Security Documents shall rank as follows:-

- (1) the CB Floating Charges first to the extent of the CB Debt;
- (2) upon the satisfaction in full of the CB Debt, the Subordinated Floating Charges shall rank second to the extent of the Subordinated Debt.

SEE PAPER APART 2 FOR DEFINITIONS

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

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

Signed  Date 26-7-12
On behalf of ~~[company]~~ [chargee] ☐

Notes

1. A description of the instrument e.g. "Instrument of Charge" "Debenture" etc as the case may be, should be given. For the date of creation of a charge see section 410(5) of the Companies Act. ☐ delete as appropriate
2. In accordance with section 466(1) the instrument of alteration should be executed by the company, the holder of the charge and the holder of any other charge (including a fixed security) which would be adversely affected by the alteration.
3. A certified copy of the instrument of alteration, together with this form with the prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of execution of that instrument.
4. A certified copy must be signed by or on behalf of the person giving the certification and where this is a body corporate it must be signed by an officer of that body.
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 are to be made payable to **Companies House**.
6. The address of the Registrar of Companies is: Companies Registration Office, 139 Fountainbridge, Edinburgh EH3 9FF
DX 235 Edinburgh or LP - 4 Edinburgh 2

Spectrum Care & Support Services Limited (Company No. SC308734)

Form 466

Paper Aparts

Paper Apart 1

Names and addresses of persons who have executed the instrument of alteration:

1. **CB**, 30 St Vincent Street, Glasgow, G1 2HL
2. **ILS Group Limited**, Johnstone House, 52-54 Rose Street, Aberdeen, AB10 1HA
3. **Independent Living Services (ILS) Limited**, Johnstone House, 52-54 Rose Street, Aberdeen, AB10 1HA
4. **Home Concern (Scotland) Limited**, Johnstone House, 52-54 Rose Street, Aberdeen, AB10 1HA
5. **Nurseplus Limited**, Johnstone House, 52-54 Rose Street, Aberdeen, AB10 1HA
6. **The Complete Care Company Limited**, Johnstone House, 52-54 Rose Street, Aberdeen, AB10 1HA
7. **Goose Green Homecare Ltd**, Johnstone House, 52-54 Rose Street, Aberdeen, AB10 1HA
8. **Spectrum Care & Support Services Limited**, The Ca'd'oro 45 Gordon Street, Glasgow Street, Glasgow, G1 3PE
9. **ISIS EP LLP**, Johnstone House, 52-54 Rose Street, Aberdeen, AB10 1HA
10. **Baronsmead VCT PLC**, 100 Wood Street London, EC2V 7AN
11. **Baronsmead VCT 2 PLC**, 100 Wood Street London, EC2V 7AN
12. **Baronsmead VCT 3 PLC**, 100 Wood Street London, EC2V 7AN
13. **Baronsmead VCT 4 PLC**, 100 Wood Street London, EC2V 7AN

Paper Apart 2

The following definitions apply in the Form 466 and Paper Aparts:

"CB Debt" means all or any monies and liabilities which shall from time to time (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to **CB** by the Group Companies, whether actually or contingently, solely or jointly and whether as principal or surety and whether or not **CB** shall have been an original party to the relevant transaction, and including interest, discount, commission and other lawful charges or expenses which **CB** may in the course of its business charge or incur in respect of any of those matters or for keeping the Group Companies accounts, and so that interest shall be computed and compounded according to the usual **CB** rates and practice as well after as before any demand made or decree obtained;

"CB Floating Charges" means:-

- i) the floating charge granted by the Parent in favour of **CB** dated 23 September 2011;
- ii) a floating charge granted by each of the Subsidiaries (with exception of Goose Green Homecare Ltd) dated 23 September 2011; and
- iii) a floating charge granted by Goose Green Homecare Ltd in favour of **CB** dated 10 July 2012;

"CB Security Documents" means the **CB** Floating Charges and all fixed and floating charges and other security and all collateral or substituted securities for the time being held by **CB** and given by the Group Companies (or any of them) as security for the payment and/or discharge of the **CB** Debt;

"Group" means the Parent and the Subsidiaries and any other subsidiary company of either the Parent and the Subsidiary and "Group Company" and "Group Companies" shall be construed accordingly;

"Original Investors" means Baronsmead VCT PLC, Baronsmead VCT 2 PLC, Baronsmead VCT 3 PLC, Baronsmead VCT 4PLC

"Parent" means ILS Group Limited (previously known as Ledge 871 Limited) (Reg. No.SC285635) having its registered office at Johnstone House, 52-54 Rose Street, Aberdeen AB10 1HA;

"Security Period" means the period from the date of this Agreement to the date on which the **CB** Debt is repaid in full and no commitment by **CB** to provide facilities to all or any of the Group Companies remains in effect;

"Security Right" means any mortgage, standard security, assignation or assignment in security, charge, security, pledge, lien, right of set-off, right to retention of title or other encumbrance, whether fixed or floating, over any present or future property, assets or undertaking;

"Subordinated A Instrument" means the instrument constituting the Subordinated A Loan Stock dated 9 September 2005 between the Subordinated Creditor and the Parent as amended by the deed of amendment dated 24 November 2006 which increased the loan stock from £2,250,000 to £3,000,000 and as further amended by the deed of amendment dated 6 May 2010 which altered the dates of redemption of the principal thereunder;

"Subordinated A Loan Stock" means the £3,000,000 fixed rate secured loan stock 2010 of the Parent as constituted by the Subordinated A Instrument;

"Subordinated B Instrument" means the instrument constituting the Subordinated B Loan Stock dated 24 November 2006 between the Subordinated Creditor and the Parent as amended by the deed of amendment dated 6 May 2010 which increased the loan stock from £250,000 to £470,000 and to restate the Subordinated B Instrument, and as further amended 16 September 2011 which increased the loan stock from £470,000 to £1,938,000;

"Subordinated B Loan Stock" means the £470,000 B fixed rate unsecured loan stock 2011 of the Parent as constituted by the Subordinated B Instrument;

"Subordinated C Instrument" means the instrument constituting the Subordinated C Loan Stock dated 6 May 2010 by the Parent as amended by the deed of amendment dated 16 September 2011 which increase the loan stock from £1,000,000 to £1,357,000 and to restate the Subordinated C Instrument;

"Subordinated C Loan Stock" means the £1,357,000 C Fixed Rate Unsecured Loan Stock 2015 as constituted by the Subordinated C Instrument;

"Subordinated Creditor" means the Trustee and the Original Investors (either collectively or individually);

"Subordinated Debt" means the Subordinated Loan Stock and all other present and future sums, liabilities and obligations (whether actual and contingent, present or future) payable or owing by the Group Companies or any of them to the Subordinated Creditor under the Subordinated Documents;

"Subordinated Documents" means the Subordinated Instruments and the Subordinated Security Documents;

"Subordinated Instruments" means the original terms of the Subordinated A Instrument, the Subordinated B Instrument and the Subordinated C Instrument;

"Subordinated Loan Stock" means the Subordinated A Loan Stock, the Subordinated B Loan Stock and the Subordinated C Loan Stock;

"Subordinated Floating Charges" means:

- i) the floating charge granted by the Parent in favour of the Subordinated Creditor dated 9 September 2005 and registered at Companies House on 28 September 2005; and
- ii) the floating charge granted by the Independent Living Services (ILS) Limited in favour of the Subordinated Creditor dated 9 September 2005 and registered at Companies House on 28 September 2005;

"Subordinated Security Documents" means the original terms of the Subordinated Floating Charges, and all collateral, additional or substituted securities for the time being held by the Subordinated Creditor and given by the Group Companies (or any of them) as security for the payment and discharge of any part of the Subordinated Debt;

"Subsidiaries" means each of Home Concern (Scotland) Limited (Company Number SC182626), The Complete Care Company Limited (Company Number SC182337), Spectrum Care & Support Services Limited (Company Number SC308734), Independent

Living Services (ILS) Limited (Company Number SC184499), Nurseplus Limited (Company Number SC200513), Goose Green Homecare Ltd (Company Number SC321584) and any other company which becomes a subsidiary (within the meaning of the Companies Act 2006) of the parent or any of the foregoing companies; and

"Trustee" means **ISIS EP LLP** (a limited liability partnership with registered number OC311889), having its registered office at 100 Wood Street, London EC2V 7AN, as Security Trustee on behalf of the Stockholders.



FILE COPY

**CERTIFICATE OF THE REGISTRATION
OF AN ALTERATION TO A FLOATING CHARGE**

COMPANY NO. 308734

CHARGE NO. 2

I HEREBY CERTIFY THAT PARTICULARS OF AN INSTRUMENT
OF ALTERATION DATED 18 JULY 2012

WERE DELIVERED PURSUANT TO SECTION 878 OF THE
COMPANIES ACT 2006
ON 26 JULY 2012

THE INSTRUMENT RELATES TO A CHARGE CREATED ON 23
SEPTEMBER 2011

BY SPECTRUM CARE & SUPPORT SERVICE LIMITED

IN FAVOUR OF
CLYDESDALE BANK PLC

FOR SECURING ALL SUMS DUE OR TO BECOME DUE

GIVEN AT COMPANIES HOUSE, EDINBURGH 27 JULY 2012



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES