

MG01

Particulars of a mortgage or charge



192536/156

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
company. To do this, please use
form MG01s

TUESDAY



A11Q7TC8

A15

31/01/2012

#130

COMPANIES HOUSE

1 Company details

Company number 0 6 0 1 9 1 0 6

Company name in full ALPHA PLUS FOSTERING LIMITED (the "Company")

For official use

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 d 1 d 9 m 0 m 1 y 2 y 0 y 1 y 2

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 SECURITY ACCESSION DEED dated 19 January 2012 between the New Charging Companies,
the Parent and the Security Agent (the "Deed of Accession")

4 Amount secured

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

Amount secured All money or liabilities due, owing or incurred to any Secured Party
by any Charging Company or any other Obligor under any Finance
Document as at 19 January 2012 and in the future, in any manner
whether actual or contingent, whether incurred solely or jointly
with any other person and whether as principal or surety, together
with all interest accruing thereon (the "Indebtedness")

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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 LLOYDS TSB BANK PLC

Address 150 Fountainbridge, Edinburgh, as security trustee for itself
and the other Secured Parties (the "Security Agent")

Postcode E H 3 9 P E

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

1 ACCESSION

The Company has agreed to be a Charging Company for the purposes of the Debenture with effect from 19 January 2012 and has agreed to be bound by all of the terms of the Debenture as if it had originally been a party to it as a Charging Company

2 CHARGING CLAUSE**2 1 Fixed Charges**

The Company, as continuing security for the payment of the Indebtedness, has charged in favour of the Security Agent with full title guarantee the following assets, both as at 19 January 2012 and in the future, from time to time owned by it or in which it has an interest

(a) by way of first legal mortgage all Material Premises (including the property (if any) specified in schedule 2 to the Deed of Accession, as set out in schedule 2 hereto) together with all buildings and fixtures (including trade fixtures) on that property, and

(b) by way of first fixed charge

(i) all other interests (not charged under clauses 2 3(a) of the Deed of Accession, as set out in clause 2 1(a) above) in the Material Premises, the buildings and fixtures (including trade fixtures) on that property, all proceeds of sale derived therefrom and the benefit of all covenants given in respect thereof and all licences to enter upon or use land and the benefit of all other agreements relating to land,

(ii) all the Subsidiary Shares and Investments and all corresponding Distribution Rights,

(iii) all plant, machinery, vehicles, computers, office and other equipment and the benefit of all contracts, licences and warranties relating thereto,

(iv) all Book Debts and all rights and claims against third parties and against any security in respect of those Book Debts,

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7 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

N/A

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).

9 Signature

Please sign the form here

Signature

Signature

X Ashurst LLP

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 LCRIDL/LHO/LLO02 00088/23200488

Company name
Ashurst LLP

Address Broadwalk House

5 Appold Street

Post town London

County/Region

Postcode E C 2 A 2 H A

Country England

DX 639 London City

Telephone +44 (0)20 7638 1111



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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4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>NOTE</p> <p>In this Form MG01</p> <p>"Assigned Agreements" means the Acquisition Documents (as such term is defined in the Senior Facilities Agreement), the Insurances, the Key-person Policy (as such term is defined in the Senior Facilities Agreement) and any other agreement designated as an Assigned Agreement by the Parent and the Security Agent,</p> <p>"Book Debts" means all book and other debts arising in the ordinary course of trading,</p> <p>"Cash Collateral Accounts" means the Holding Account and the Mandatory Prepayment Account, as both such terms are defined in the Senior Facilities Agreement,</p> <p>"Charged Property" means the assets mortgaged, charged or assigned to the Security Agent by the Deed of Accession,</p> <p>"Charging Companies" means the Parent, Belton Bidco Limited (CRN 07879023) and each company which grants security over its assets in favour of the Security Agent by executing a Security Accession Deed,</p> <p>"Child Trust Account" means any trust account in the name of the Company, whereby monies are held by the Company on trust for any child (including any credit balance on any such account and any cash or proceeds relating to such monies),</p> <p>"Collection Accounts" means each bank account of the Company which is not a Cash Collateral Account or an Excluded Account, including, without limitation, such accounts of the Company as set out in schedule 5 to the Deed of Accession,</p> <p>"Debenture" means the debenture dated 19 January 2012 between, inter alia, the Parent, the Charging Companies names therein and the Security Agent,</p> <p>"Declared Default" means an Event of Default which has resulted in the Facility Agent exercising any of its rights under clause 25 21 (Acceleration) of the Senior Facilities Agreement,</p> <p>"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Security Agent,</p> <p>"Distribution Rights" means all dividends, distributions and other income paid or payable on an Investment or Subsidiary Share, together with all shares or other property derived from that Investment or Subsidiary Share and all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to that Investment or Subsidiary Share (whether by way of conversion, redemption, bonus, preference, option or otherwise),</p> <p>"Escrow Account" means any account opened and maintained exclusively for the purpose of holding funds in escrow pursuant to</p> <p>(a) the Acquisition Agreement, or</p> <p>(b) any acquisition completed before 19 January 2012, or</p> <p>(c) a Permitted Acquisition (as such term is defined in the Senior Facilities Agreement),</p>	

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Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>"Events of Default" means any event or circumstance specified as such in clause 25 of the Senior Facilities Agreement,</p> <p>"Excluded Accounts" means the Child Trust Account and the Escrow Account,</p> <p>"Facility Agent" means Lloyds TSB Bank plc as facility agent of the other Senior Finance Parties,</p> <p>"Finance Documents" means the Senior Finance Documents (as such term is defined in the Senior Facilities Agreement) (including, for the avoidance of doubt, any Hedging Agreement),</p> <p>"Floating Charge Asset" means an asset charged under clause 2.4 (Floating Charge) of the Deed of Accession as set out in clause 2 2 of this Form MG01,</p> <p>"Group" means the Parent and its Subsidiaries for the time being,</p> <p>"Group Company" means a member of the Group,</p> <p>"Hedging Agreements" means the Hedging Agreements as such term is defined in the Senior Facilities Agreement,</p> <p>"Insurances" means all policies of insurance and all proceeds of them as at 19 January 2012 and in the future held by, or written in favour of, the Company or in which it is otherwise interested, but excluding any third party liability or public liability insurance and any directors' and officers' insurance,</p> <p>"Intellectual Property" means</p> <p>(a) any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, inventions, confidential information, knowhow and other intellectual property rights and interests (which may subsist as at 19 January 2012 or in the future), whether registered or unregistered, and</p> <p>(b) the benefit of all applications and rights to use such assets of each Group Company (which may subsist as at 19 January 2012 or in the future),</p> <p>"Investment" means any stock, share, debenture, loan stock, security, interest in any investment fund and any other comparable investment (whether or not marketable) whether owned directly by or to the order of the Company or by any trustee, fiduciary or clearance system on its behalf (including, unless the context otherwise requires, the Subsidiary Shares),</p> <p>"Material Premises" means</p> <p>(a) all freehold property from time to time owned by the Company, and</p> <p>(b) any leasehold property from time to time owned by the Company which has annual rental payments of more than £50,000 and which has a market value of more than £250,000, and</p> <p>(c) all freehold or leasehold property which is of strategic or operational significance to the Group taken as a whole,</p> <p>including those specified in schedule 2 to the Deed of Accession, as set out in schedule 2 hereto,</p>	

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Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>"New Charging Companies" means each of the companies listed in schedule 1 to the Deed of Accession, as set out in schedule 1 hereto,</p> <p>"Obligors" means a Borrower or a Guarantor (as both such terms are defined in the Senior Facilities Agreement),</p> <p>"Parent" means Belton Midco Limited, a company incorporated in England and Wales with registered number 07877276,</p> <p>"Premises" means all freehold and leasehold property from time to time owned by the Company or in which the Company is otherwise interested, including the Material Premises,</p> <p>"Quasi-Security" has the meaning given to that term in clause 24 15 (Negative Pledge) of the Senior Facilities Agreement,</p> <p>"Receiver" means a receiver and manager or (if the Security Agent so specifies in the relevant appointment) receiver in each case appointed under the Deed of Accession,</p> <p>"Secured Parties" means the Senior Finance Parties, any Receiver and any Delegate,</p> <p>"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation or any person or any other agreement or arrangement having a similar effect,</p> <p>"Security Accession Deed" means a deed executed by a Group Company substantially in the form set out in schedule 7 to the Debenture, with those amendments which the Security Agent may approve or reasonably require,</p> <p>"Senior Facilities Agreement" means the facilities agreement dated 19 January 2012 under which certain lenders have made available facilities to the Parent and certain other Group Companies,</p> <p>"Senior Finance Parties" means the Senior Finance Parties (including, for the avoidance of doubt, any Hedge Counterparty), as both such terms are defined in the Senior Facilities Agreement;</p> <p>"Subsidiary" means a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006 which for this purpose shall be treated as providing that</p> <p>(a) an undertaking which has granted Security over its shares or other ownership interest in another undertaking, by which the recipient of the Security (or its nominee) holds the legal title to that interest, shall nevertheless be treated as a member of that other undertaking, and</p> <p>(b) rights attached to shares or other ownership interests which are subject to Security shall be treated as held by the grantor of Security, and</p> <p>"Subsidiary Shares" means all shares owned by the Company in its Subsidiaries including those specified in schedule 3 to the Deed of Accession, as set out in schedule 3 hereto (including the Target Shares (as such term is defined in the Debenture))</p>	

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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	<p>(v) all debts and monetary claims (other than Book Debts) and all rights against third parties in respect of such debts and claims,</p> <p>(vi) all monies standing to the credit of any and all its accounts (including the Collection Accounts and the Cash Collateral Accounts but excluding the Excluded Accounts) with any bank, financial institution, or other person,</p> <p>(vii) all its Intellectual Property (including, without limitation, the Intellectual Property listed in schedule 6 to the Deed of Accession, as set out in schedule 4 hereto),</p> <p>(viii) all rights and interest in the Hedging Agreements,</p> <p>(ix) the benefit of all consents and agreements held by it in connection with the use of any of the Charged Property,</p> <p>(x) its goodwill and uncalled capital, and</p> <p>(xi) if not effectively assigned by clause 2 5 (Security Assignment) of the Deed of Accession, as set out in clause 2 3 below, all its rights and interests in (and claims under) the Assigned Agreements</p> <p>2 2 Floating Charge</p> <p>As further continuing security for the payment of the Indebtedness, the Company has charged with full title guarantee in favour of the Security Agent (for the benefit of itself and the other Secured Parties) by way of first floating charge all its assets, both as at 19 January 2012 and in the future, not effectively charged by way of first fixed charge under clause 2 3 (Fixed Charges) of the Deed of Accession, as set out in clause 2 1 above, or assigned under clause 2 5 (Security Assignment) of the Deed of Accession, as set out in clause 2 3 below, including, without limitation, the Premises</p> <p>2 3 Security Assignment</p> <p>As further continuing security for the payment of the Indebtedness, the Company has assigned absolutely by way of security and with full title guarantee to the Security Agent all its rights, title and interest in the Assigned Agreements including, without limitation, those identified in schedule 4 of the Deed of Accession, provided that on payment or discharge in full of the Indebtedness the Security Agent will at the request and cost of the Company re-assign the relevant rights, title and interest in the Assigned Agreements to the Company (or as it shall direct)</p> <p>2 4 Conversion of Floating Charge</p> <p>If</p> <p>(a) a Declared Default has occurred; or</p> <p>(b) the Security Agent is of the view (acting reasonably) that any legal process or execution is being enforced against any Floating Charge Asset or that any Floating Charge Asset is in danger of being seized or otherwise in jeopardy,</p> <p>the Security Agent may, by notice to the Company, convert the floating charge created under the Deed of Accession into a fixed charge as regards (i) in the case of clause 3 4(a) of the Debenture, as set out in clause 2 4(a) above, those assets which it specifies in the notice, or (ii) in the case of clause 3 4(b) of the Debenture, as set out in clause 2 4(b) above, the relevant Floating Charge Asset. The Company shall promptly following request by the Security Agent execute a fixed charge or legal assignment over those assets in the form which the Security Agent requires, which shall be substantially consistent with the Deed of Accession</p>	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="317 342 1038 376">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="317 472 861 501">2 5 Automatic Conversion of Floating Charge</p> <p data-bbox="317 530 1508 725">If the Company creates (or purports to create) any Security (except as permitted by the Senior Facilities Agreement or with the prior consent of the Security Agent) on or over any Floating Charge Asset without the prior consent in writing of the Security Agent, or if any third party levies or attempts to levy any distress, attachment, execution or other legal process against any Floating Charge Asset, the floating charge created under the Deed of Accession will automatically (without notice) and immediately be converted into a fixed charge over the relevant Floating Charge Asset</p> <p data-bbox="317 784 619 808">3 FURTHER ASSURANCE</p> <p data-bbox="317 840 456 864">3 1 General</p> <p data-bbox="317 896 1476 1008">(a) The Company shall promptly (and at its own expense) do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Agent may reasonably specify in writing (and in such form as the Security Agent may reasonably require in favour of the Security Agent or its nominee(s))</p> <p data-bbox="317 1039 1476 1122">(i) to perfect the Security created or intended to be created under or evidenced by the Deed of Accession or for the exercise of any rights, powers and remedies of the Security Agent, any Receiver or the Secured Parties provided by or pursuant to the Deed of Accession or by law,</p> <p data-bbox="317 1153 1476 1265">(ii) to confer on the Security Agent or on the Secured Parties Security over any property and assets of the Company located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to the Deed of Accession on terms substantially similar to the terms of the Deed of Accession, and/or</p> <p data-bbox="317 1296 1476 1350">(iii) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security created by the Deed of Accession</p> <p data-bbox="317 1382 1476 1516">(b) The Company shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Agent or the Secured Parties by or pursuant to the Deed of Accession (unless agreed otherwise between the Company and the Security Agent)</p> <p data-bbox="317 1574 963 1599">4 NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS</p> <p data-bbox="317 1630 588 1657">The Company may not</p> <p data-bbox="317 1688 1476 1742">(a) create or agree to create or permit to subsist any Security or Quasi-Security over all or any part of the Charged Property, or</p> <p data-bbox="317 1774 1476 1886">(b) sell, transfer, lease out, lend or otherwise dispose of all or any part of the Charged Property (other than Floating Charge Assets on arm's length terms in the ordinary course of trading) or the right to receive or to be paid the proceeds arising on the disposal of the same, or agree or attempt to do so,</p> <p data-bbox="317 1917 1476 1971">except as permitted by the Senior Facilities Agreement or with the prior consent of the Security Agent</p>

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

SCHEDULES

SCHEDULE 1

New Charging Companies

New Charging Company	Registered Number
NFAH Limited	05989700
NFA Partnerships Limited	06730289
NFAG Limited	05989704
NFAP Limited	06836218
The National Fostering Agency Limited	03127814
The National Fostering Agency (Scotland) Limited	05480281
The Foster Care Agency Limited	04234023
Children First Fostering Agency Limited	03894588
Alliance Foster Care Limited	04249271
Alpha Plus Fostering Limited	06019106
Jay Fostering Limited	04822721
Care Administration & Management Services Limited	02516955

SCHEDULE 2

Details of Material Premises

Registered Land

None as at 19 January 2012

Unregistered Land

None as at 19 January 2012

SCHEDULE 3

Details of Subsidiary Shares

None as at 19 January 2012

SCHEDULE 4

Intellectual Property

None as at 19 January 2012



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 6019106
CHARGE NO. 4**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECURITY ACCESSION DEED
DATED 19 JANUARY 2012 AND CREATED BY ALPHA PLUS
FOSTERING LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM ANY CHARGING COMPANY OR ANY
OTHER OBLIGOR TO ANY SECURED PARTY 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 31 JANUARY 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 6 FEBRUARY
2012



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES