

MG01

Particulars of a mortgage or charge



152173|26
IRIS
LASERFORM

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 re-
gister particulars of a charge for a S
company. To do this, please use
form MG01s

TUESDAY



AJJ0HWQ3

A03

16/08/2011

37

COMPANIES HOUSE

1

Company details

Company number 0 4 0 0 6 2 2 5

Company name in full FOSTERING SOLUTIONS LIMITED (the "Chargor")

22

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 0 8 0 8 2 0 1 1

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 CHARGE OVER CASH DEPOSIT (the "Deed")

4

Amount secured

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

Amount secured

4
1
16
All present and future obligations and liabilities
(whether actual or contingent and whether owed
jointly or severally or alone in any other capacity
whatsoever) of the Chargor to the Lender under or
pursuant to the Facility Letter (including all
monies covenanted to be paid under the Deed)
("Secured Obligations")

Continuation page

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

MG01

Particulars of a mortgage or charge

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 BARCLAYS BANK PLC (the "Lender")

Address 5 The North Colonnade

London

Postcode E 1 4 4 B B

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 CHARGING PROVISION

The Chargor charged and agreed, by way of first fixed charge, to charge with full title guarantee, to charge all its present and future right, title and interests in and to the Charged Account and Deposit by way of security to the Lender for the payment and discharge of the Secured Obligations

2 SECURITY TO BE CONTINUING

This security is continuing and will extend to the ultimate balance of the Secured Obligations regardless of any intermediate payment, discharge or settlement in whole or part and will be without prejudice and in addition to any other right, remedy or security of whatever sort which the Lender may hold at any time for the Secured Obligations or any other obligation whatsoever and will not be affected by any release, reassignment or discharge of such other right remedy or security The Deed shall remain in full force and effect as a continuing security for the duration of the Security Period

3. COVENANTS BY THE CHARGOR

The Chargor covenanted with the Lender that during the Security Period it shall

3 1 not withdraw or attempt or be entitled to withdraw (or direct any transfer of) all or any part of the Deposit without the prior written consent of the Lender,

continued on the continuation page

MG01

Particulars of a mortgage or charge

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 DLA PIPER UK LLP

X

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

MG01

Particulars of a mortgage or charge



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 Denise Phillips

Company name DLA Piper UK LLP

Address 3 Noble Street

Post town London

County/Region

Postcode EC2V 7EE

Country

DX DX 33866 Finsbury Square

Telephone 0207 796 6302



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

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>3 2 not assign, discount, pledge, charge, sell, transfer, lend or otherwise dispose of (whether by a single transaction or a number of transactions and whether related or not), the whole or any part of its interest or deal with or permit any third party rights to arise over all or any part of the Charged Account or Deposit or attempt or agree to do so,</p> <p>3 3 not release, grant time or indulgence or compound with any third party or permit any set off or other adverse rights against the Charged Account or Deposit nor do or omit to do anything which may delay or prejudice the right of the Lender to receive payment of the Deposit</p> <p>3 4 at its own expense, promptly take whatever action the Lender may require for</p> <p>3 4.1 creating perfecting or protecting the title to or for vesting or enabling it to vest the full benefit of the Deposit to the Lender or its nominee, and</p> <p>3 4 2 facilitating the realisation of the Lender to obtain payment of the Deposit or the exercise of any right, power or discretion exercisable by the Lender or any of its delegates or sub-delegates in respect of the rights contained within the Deed,</p> <p>including the execution of any transfer, conveyance, assignment or assurance of any property whether to the Lender or to its nominees, the giving of any notice, order, or direction and the making of any registration, which in any such case, the Lender may think expedient.</p> <p>4 LENDER'S RIGHT OF SET-OFF</p> <p>4 1 The Chargor agreed that any monies from time to time standing to its credit in the Charged Account may be retained as cover for and at any time without notice to the Chargor applied by the Lender in or towards payment or satisfaction of the Secured Obligations</p> <p>4 2 All monies received or held by the Lender under the Deed may be converted from their existing currency into such other currency as the Lender considers necessary or desirable to cover the obligations and liabilities comprised in the Secured Obligations in that other currency at the Lenders spot rate of exchange The Chargor shall indemnify the Lender against all costs, charges and expenses incurred in relation to such conversion The Lender shall not have any liability to the Chargor in respect of any loss resulting from any fluctuation in exchange rates after any such conversion.</p> <p>5 POWERS OF LENDER</p> <p>5 1 At any time after the Lender demands the payment or discharge of all or any part of the Secured Obligations or if requested by the Chargor the Lender may exercise, without further notice and without the restrictions contained in section 103 of the Act, in respect of all or any of the Deposit and other rights, titles, benefits and interests assigned under</p>	

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

the Deed all the powers conferred on mortgagees by the Act as varied or extended by the Deed with full power to call in all or any part of the Deposit and interest thereon at such times and in such manner and generally on such terms and conditions as the Lender may think fit with power to give effectual receipts and do all other acts and things necessary or desirable in connection with the Deposit The Lender may set off and apply all monies it receives under the Deed in or towards satisfaction of all or any part of the Secured Obligations as the Lender may from time to time conclusively determine (save that the Lender may credit the same to a suspense account for so long and in such manner as the Lender may from time to time reasonably determine)

5.2 The Chargor irrevocably authorised the Lender at any time following notification of a demand being served on the Chargor by the Lender under the terms of the Counter Indemnity to renew all or any of the Deposit for such fixed periods as the Lender in its absolute discretion may from time to time think fit.

5.3 The Chargor, by way of security, irrevocably and severally appointed the Lender and any of its delegates or sub-delegates to be its attorney to take action which the Chargor is obliged to take under the Deed, including under clause 6.5 of the Deed The Chargor ratified and confirmed whatever any attorney does or purports to do pursuant to its appointment under this clause

6 RELEASE

Upon the expiry of the Security Period (but not otherwise) the Lender shall, at the request and cost of the Chargor, take whatever action is reasonably necessary to release (without recourse or warranty) the Security Assets from the charge created under the Deed

MG01 - continuation page

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>NOTE</p> <p>In this form</p> <p>"Act" means the Law of Property Act 1925,</p> <p>"Charged Account" means the account (denominated in whatever currency) of the Chargor with the Lender and is now called BB RE FOSTERING SOLUTIONS LTD STG BPA with account number 53684776 and sort code 20-04-68 as the same may be replaced, redesignated, renumbered or rearranged from time to time, together with</p> <p>(a) all additions to or renewals or replacements of such account (in whatever currency) and all investments made out of the same, and</p> <p>(b) all rights, benefits and proceeds in respect of such account (including interest and rights to repayment of any monies standing to the credit of such account);</p> <p>"Counter Indemnity" means the counter indemnity from the Chargor in favour of the Lender under clause 9 (Indemnity) of the Facility Letter,</p> <p>"Deposit" means all monies at any time standing to the credit of the Charged Account and</p> <p>(a) all interest at any time accrued or accruing on such monies,</p> <p>(b) all investments at any time made out of such monies or account, and</p> <p>(c) all rights to repayment of any of the same,</p> <p>"Facility Letter" means a £12,919,282 facility letter dated 8 August 2011, and made between, Fostering Solutions Limited and Barclays Bank PLC,</p> <p>"Loan Notes" means the £12,919,282 guaranteed unsecured cash backed interest free loan notes 2012 created by the Loan Note Instrument,</p> <p>"Loan Note Instrument" means the guaranteed unsecured interest free loan note instrument dated 8 August 2011 pursuant to which the Chargor issued the Loan Notes to various individuals,</p> <p>"Security Assets" means all property and assets from time to time, charged by or pursuant to the Deed,</p> <p>"Security Period" means the period beginning 8 August 2011 and ending on the date on which all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full and the Lender has no further commitment, obligation or liability under the Facility Letter, the Deed and the Loan Note Instrument</p>	



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 4006225
CHARGE NO. 12

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A CHARGE OVER CASH DEPOSIT
DATED 8 AUGUST 2011 AND CREATED BY FOSTERING
SOLUTIONS LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE COMPANY TO BARCLAYS BANK PLC
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 16 AUGUST
2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 17 AUGUST 2011



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES