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COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

CHFP025

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

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

309536/91

04486203

Name of company

* Vision Fostering Agency Limited (the "Company")

Date of creation of the charge

10 March 2008

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) plc whose registered offices is at 4 Queen's Square, Belfast

Postcode BT1 3DJ

Presenter's name address and reference (if any)

Pinsent Masons LLP
3 Colmore Circus
Birmingham
B4 6BH
(21076711)

WS02\21779976\100309 07008

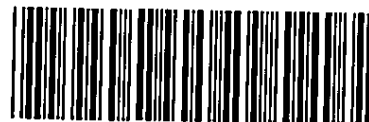
Time critical reference

For official Use (02/00)

Mortgage Section

Post room

TUESDAY



A45

AIOIUY46

18/03/2008

320

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

See attached schedule 2

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

Pinsent Masons LLP

Date

14/03/08

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

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

† delete as
appropriate

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**

SCHEDULE 1
INTERPRETATION

- 1 In this form 395 schedule and in the Mortgage Debenture, unless the context otherwise requires -

| | |
|-----------------------|--|
| "Secured Obligations" | means the monies due, owing or incurred by and other liabilities of the Company to the Bank the payment and discharge of which are the subject of covenants, undertakings and agreements contained in the Mortgage Debenture PROVIDED THAT no obligation or liability shall be included in the definition of "Secured Obligations" to the extent that, if it were so included, the Mortgage Debenture (or any part thereof) would constitute unlawful financial assistance within the meaning of Sections 151 and 152 of the 1985 Act and in respect of which the appropriate procedures in accordance with Sections 155-158 of the 1985 Act have not been complied with |
| "1986 Act" | means the Insolvency Act 1986 |
| "2002 Act" | means Enterprise Act 2002 |

SCHEDULE 2

SHORT PARTICULARS OF THE PROPERTY MORTGAGED OR CHARGED

1 SECURITY

The Company (to the intent that the security hereby created shall rank as a continuing security in favour of the Bank) charged with full title guarantee to the Bank for the payment and discharge of the Secured Obligations

- (1) by way of legal mortgage all estates or interests in any freehold and/or leasehold property referred to in the Schedule hereto and all buildings, fixtures (including trade fixtures) and fixed plant and machinery owned by or charged to the Company and from time to time on or in such freehold and/or leasehold property (together "the Legally Mortgaged Property") and/or the proceeds of sale of the Legally Mortgaged Property,
- (2) by way of fixed equitable charge all estates or interests in any freehold and leasehold property (except the Legally Mortgaged Property) now and at any time during the continuance of this security belonging to or charged to the Company and all licences now or hereafter held by the Company to enter upon or use land and the benefit of all other agreements relating to land to which the Company is or may become a party or otherwise entitled and all buildings, fixtures (including trade fixtures) and fixed plant and machinery owned by the Company and from time to time on or in any freehold or leasehold property an interest in which is charged hereunder (together "the Equitably Charged Property") and/or the proceeds of sale of the Equitably Charged Property,

- (3) by way of fixed charge 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 bankers, financial institutions or similar third parties ("the Credit Balances"),
- (4) by way of fixed charge all stocks, shares and/or other securities in any other body corporate whether or not certified (together "the Securities") now or at any time during the continuance of this security belonging to the Company (including, without the prejudice to the generality of the foregoing, loan capital, indebtedness or liabilities on any account or in any manner owing to the Company) and all rights in respect of or incidental to the Securities,
- (5) by way of fixed charge the goodwill and the uncalled capital of the Company now or at any time hereafter in existence and future calls (whether made by the direction of the Company or a Receiver, an Administrator or a Liquidator) and the licences, patents, patent applications, trade names and rights in trademarks, copyrights, whether registered or not, rights in the nature of copyright, registered designs, know how, inventions, rights in confidential information, service marks and all other intellectual property rights now or at any time during the continuance of this security belonging to the Company (together the "Goodwill and Intellectual Property"),
- (6) by way of fixed charge all plant, machinery, vehicles, computers and office and other equipment now or at any time during the continuance of this security belonging to the Company other than insofar as it is part of the Company's stock in trade (together "the Equipment"), and
- (7) by way of floating charge its undertaking and all its other property, assets and rights whatsoever and wheresoever present and/or future, including those expressed as charged by way of fixed charge if, and to the extent that, such charge may fail (whether by virtue of the laws of England and Wales or the laws of any other jurisdiction in which the relevant property, asset or right is located or to which it is subject) for any reason to operate as a fixed charge (hereinafter called "the Property charged by way of Floating Charge" and together with the Legally Mortgaged Property, the Equitably Charged Property, the Book and other Debts, the Credit Balances, the Securities, the Goodwill and Intellectual Property, the Equipment and all other property hereby mortgaged or charged collectively called "the Charged Property" which expression may be taken to refer to the real and/or the personal or incorporeal property hereby mortgaged or charged as the context may require or admit)

Each charge, mortgage or assignment by way of security hereby created is separate, independent of and distinct from and in addition to every other such charge, mortgage or assignment

Paragraph 14 of Schedule B1 to the 1986 Act (incorporated by Section 248 and Schedule 16 of the 2002 Act) shall apply to any floating charge created pursuant to the Mortgage Debenture

NOTES

2 COVENANTS REGARDING PROPERTY CHARGED BY WAY OF FLOATING CHARGE

With reference to the Property charged by way of Floating Charge

- (1) the Company shall not without the consent in writing of the Bank
 - (a) create any mortgage, charge or other security interest ranking in priority to, *pari passu* with or subsequent to that charge, and/or
 - (b) 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,
- (2) the Company agreed to effect and maintain such as are normally maintained by prudent companies carrying on similar business, and
- (3) the Bank may by notice to the Company convert the floating charge into a fixed charge as regards any assets or class of assets specified in such notice including in particular, but without limitation, any assets which the Bank shall consider to be in danger of being seized or sold under any form of distress or execution levied or threatened and may take possession or appoint a Receiver thereof

The security created by the Mortgage Debenture shall be a continuing security notwithstanding any settlement of account or other matter or thing whatsoever and shall be without prejudice and in addition to and shall not merge with any other security (either by way of mortgage, equitable charge or otherwise howsoever) which the Bank may now or at any time hereafter hold on all or any part of the assets of the Company or of any other person for or in respect of all or any part of the Secured Obligations



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 4486203
CHARGE NO. 1**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A MORTGAGE DEBENTURE DATED
10 MARCH 2008 AND CREATED BY VISION FOSTERING
AGENCY 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 18 MARCH 2008**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 21 MARCH 2008

Handwritten signature



Companies House
— for the record —



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**