

MG01

Particulars of a mortgage or charge

010512/13



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 register particulars of a charge for a company. To do this, please form MG01s

TUESDAY



A31

"A163EAGH"

03/04/2012

#87

COMPANIES HOUSE

1

Company details

Company number

0 7 8 8 4 0 4 4

Company name in full

AUTISM CARE UK (4) LIMITED

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

d2 d2 m0 m3 y2 y0 y1 y2

3

Description

Description

Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

A debenture dated 22 March 2012 (the "**Debenture**") granted by Autism Care UK (4) Limited (the "**Chargor**") in favour of Invescap (Tanglewood) ILP, acting by its agent and general partner Invescap Management Limited (the "**Secured Party**")

4

Amount secured

Amount secured

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

By Clause 2.1 of the Debenture, the Chargor covenanted that it will on demand of the Secured Party pay and discharge when due any or all of the present and future liabilities and obligations of the Chargor to the Secured Party (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever and whether or not the Secured Party was the original creditor in respect thereof) under the Lease Documents including (without limitation) interest, commission, costs, charges and expenses charged by the Secured Party at rates agreed between it and the Chargor from time to time (the "**Secured Liabilities**")

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 Invescap (Tanglewood) ILP acting by its agent

Address CTV House, La Pouquelaye, St Helier

Jersey

Postcode J E 2 3 T P

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 Mortgages and Fixed Charges

By Clause 3 1 of the Debenture, as continuing security for payment of the Secured Liabilities, the Chargor with full title guarantee charged to the Secured Party all its right, title and interest from time to time in each of the following assets

1 1 by way of legal mortgage all Land which is described in Schedule 1 of the Debenture (being the registered leasehold title to be created under the terms of the Lease out of all those premises known as Tanglewood Mews, Wylam Road, Shield Row, Stanley, DH9 0EJ the freehold of which is registered at the Land Registry under title number DU300438) and all other Land vested in the Chargor as at the date of the Debenture,

1 2 by way of fixed charge all other Land vested in the Chargor as at the date of the Debenture (to the extent not effectively charged by Clause 3 1 1 of the Debenture) and all Land acquired by the Chargor after the date of the Debenture,

1 3 by way of fixed charge

- (a) the Securities,
- (b) the Intellectual Property,
- (c) the Monetary Claims,
- (d) the Fixed Plant and Equipment,
- (e) the Loose Plant and Equipment,

Please see continuation sheet 1

MG01 - continuation page

Particulars of a mortgage or charge

5

Mortgagee(s) or person(s) entitled to the charge

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Name and general partner Invescap Management Limited

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

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

None

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

Travis Smith 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 Paul Lyons / TLH (I 2997-5)

Company name Travers Smith LLP

Address 10 Snow Hill

Post town London

County/Region

Postcode E C 1 A 2 A L

Country UK

DX

Telephone 020 7295 3000



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><i>Continuation sheet 1</i></p> <p>(f) the Accounts,</p> <p>(g) the Insurances,</p> <p>(h) the Related Rights under or in connection with the Securities, the Accounts, the Insurances, the Intellectual Property, the Monetary Claims, the Fixed Plant and Equipment and the Loose Plant and Equipment, and</p> <p>(i) its present and future goodwill and uncalled capital</p> <p>1 2 Floating Charge</p> <p>By Clause 3 2 of the Debenture, as continuing security for payment of the Secured Liabilities, the Chargor with full title guarantee charged by way of floating charge the whole of the Chargor's undertaking and assets, at the date of the Debenture and future and wherever situated, which are not for any reason effectively charged (whether in law or equity) by way of fixed security by the Debenture, including, without limitation, any heritable property of the Chargor in Scotland</p> <p>1 3 Trust</p> <p>By Clause 3 3 of the Debenture, if or to the extent that for any reason the assignment or charging of any Charged Property is prohibited, the Chargor shall hold it on trust for the Secured Party</p> <p>1 4 Qualifying floating charge</p> <p>Paragraph 14 of Schedule B1 of the Insolvency Act 1986 is to apply to any floating charge created by the Debenture</p> <p>2 RESTRICTIONS ON DEALING</p> <p>2 1 Negative Pledge</p> <p>By Clause 7 1 of the Debenture, the Chargor undertakes that it shall not, at any time during the subsistence of the Debenture, create or permit to subsist any Security over all or any part of the Charged Property, except as expressly permitted under the Lease Documents</p> <p><i>Please see continuation sheet 2</i></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	<p><i>Continuation sheet 2</i></p> <p>2 2 Disposals</p> <p>By Clause 7 2 of the Debenture, the Chargor undertakes that it shall not (and shall not agree to) at any time during the subsistence of the Debenture, except as expressly permitted under the terms of the Lease Documents, sell, transfer, assign, lease or hire out, factor, discount, licence, lend, part with its interest in or otherwise dispose of any of the Charged Property or permit the same to occur, or agree to do any of the foregoing, provided that, until</p> <p style="padding-left: 40px;">2 2 1 the floating charge created by Clause 3 2 (<i>Floating Charge</i>) of the Debenture is converted into a fixed charge, or</p> <p style="padding-left: 40px;">2 2 2 the occurrence of the Enforcement Date,</p> <p>the Chargor may hold, enjoy and deal with, in accordance with the Lease Documents, the Charged Property which is not at the relevant time expressed to be subject to a fixed charge or mortgage</p> <p>DEFINITIONS</p> <p>"Account" means any credit balance from time to time on any account opened or maintained by the Chargor at any bank or financial institution,</p> <p>"Charged Property" means all the assets and undertaking of the Chargor which from time to time are, or purport to be, the subject of the security created in favour of the Secured Party by or pursuant to the Debenture,</p> <p>"Enforcement Action" means</p> <p style="padding-left: 40px;">(a) the acceleration of any Secured Liabilities or any declaration that any Secured Liabilities are prematurely due and payable or payable on demand,</p> <p style="padding-left: 40px;">(b) the taking of any steps to enforce or require the enforcement of the Debenture (including the crystallisation of any floating charge, whether automatic or by notice),</p> <p style="padding-left: 40px;">(c) the making of any demand against the Chargor in relation to any guarantee, indemnity or other assurance against loss in respect of any Secured Liabilities,</p> <p style="padding-left: 40px;">(d) the exercise of any right of set-off against the Chargor in respect of any Secured Liabilities excluding any right of set off under a netting arrangement with the Chargor's clearing bank,</p> <p><i>Please see continuation sheet 3</i></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

Continuation page 3

(e) the suing for, commencing or joining of any legal or arbitration proceedings against the Chargor to recover any Secured Liabilities, or

(f) the petitioning, applying or voting for, or the taking of any steps which may lead to any administration, winding-up, insolvency or dissolution of or in relation to the Chargor,

"Enforcement Date" means the date on which the Secured Party first takes Enforcement Action,

"Fixed Plant and Equipment" means all plant, machinery or equipment of the Chargor of any kind which does not for any reason constitute a Fixture, but is at the date of the Debenture or at any time directly or indirectly attached by any means and for any purpose to any land or building, whether or not it is removable or intended to form part of the land or building,

"Fixtures" means all things of any kind now or at any time affixed to the Land for any purpose, including, without limitation, trade and tenants fixtures,

"Insurances" means any policy of insurance or assurance in which the Chargor has an interest and all claims and rebates of premium under any such policy,

"Intellectual Property" means any of the following in which the Chargor has an interest

(a) any registered intellectual property right in any territory or jurisdiction, including, without limitation, patents, trade marks, service marks, registered designs, and any similar right in any territory or jurisdiction and any applications or right to apply for any of the above,

(b) any invention, copyright, design right or performance right,

(c) any trade secrets, know-how and confidential information, and

(d) the benefit of any agreement or licence for the use of any such right,

Please see continuation sheet 4

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

Continuation sheet 4

"Land" means any estate (including, without limitation, the Premises and the land set out in Schedule 1 to the Debenture (being the registered leasehold title to be created under the terms of the Lease out of all those premises known as Tanglewood Mews, Wylam Road, Shield Row, Stanley, DH9 0EJ the freehold of which is registered at the Land Registry under title number DU300438), right or interest in or over land, whether legal or equitable, and wherever the land is situated including, without limitation, any buildings and Fixtures on the Land, and the benefit of any covenants or rights owed to any person or enforceable by him by virtue of the ownership possession or occupation of land but for these purposes **"Land"** excludes heritable property situated in Scotland,

"Lease" means a lease dated the same date as the Debenture entered into between the Secured Party and the Chargor relating to the Premises,

"Lease Documents" means

- (a) the Lease,
- (b) any document ancillary to the Lease, and
- (c) any document designated as a Lease Document by the Secured Party and the Chargor,

"Loose Plant and Equipment" means, in relation to the Chargor, all plant, machinery, equipment and motor vehicles at the date of the Debenture or at any time owned by the Chargor as a capital asset which is not Fixed Plant and Equipment,

"Monetary Claims" means all book and other debts and monetary claims at the date of the Debenture or in the future owing to the Chargor (whether alone or jointly with any other person), whenever payable and whether liquidated or unliquidated, certain or contingent including, without limitation, credit balances on any Account, and together with all cheques, bills of exchange, negotiable instruments, credits and securities at any time given in relation to, or to secure payment of, any such debt,

"Premises" means the premises known as Tanglewood Mews, Wylam Road, Shield Row, Stanley, DH9 0EJ which are registered at the Land Registry under title number DU300438 as more particularly described in the Lease,

Please see continuation sheet 5

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

Continuation sheet 5

"Related Rights" means in relation to any Charged Property

- (a) the proceeds of sale of any part of that Charged Property,
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that Charged Property,
- (c) all rights, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of that Charged Property, and
- (d) any moneys and proceeds paid or payable in respect of that Charged Property,

"Securities" means all the right, title and interest of the Chargor, at the date of the Debenture or in the future, in any

- (a) stocks, shares, bonds, debentures, loan stocks, or other securities issued by any person,
- (b) warrants, options or other rights to subscribe, purchase or otherwise acquire any stocks, shares, bonds, debentures, loan stocks or other securities or investments issued by any person, and
- (c) units or other interests in any unit trust or collective investment scheme, and

"Security" means a mortgage, charge, pledge, lien or any other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 7884044
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 22 MARCH
2012 AND CREATED BY AUTISM CARE UK (4) LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO INVESCAP (TANGLEWOOD) IPL ACTING BY ITS
AGENT AND GENERAL PARTNER INVESCAP MANAGEMENT
LIMITED 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
3 APRIL 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12 APRIL 2012

