

MR01

Particulars of a charge

100397/221

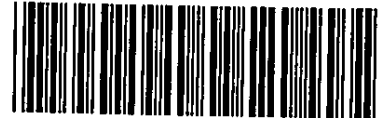
Laserform

A fee is payable with this form
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online.
Please go to www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☒ **What this form is NOT for**
You may not use this form to
register a charge where the
instrument Use form MR01



A06 09/06/2015 #203
COMPANIES HOUSE

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery

☒ You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record. **Do not send the original**

1

Company details

Company number 03894588
Company name in full Children First Fostering Agency Limited

7

For official use

→ **Filing in this form**
Please complete in typescript or in
bold black capitals
All fields are mandatory unless
specified or indicated by *

2

Charge creation date

Charge creation date 05/06/2015

3

Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name GE Corporate Finance Bank SCA, London Branch (as Security
Agent)

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

MR01

Particulars of a charge

4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

With the exception of any Restricted Land, all current and future Land owned by the company, all Specified Intellectual Property including domain name "cfa co uk" and (except for any Restricted IP), all current and future Intellectual Property belonging to the company, in each case as specified (and defined) in the Deed of Accession and Charge registered by this Form MR01 (the "Deed of Accession") For more details please refer to the Deed of Accession

Please submit only a short description if there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☒ Yes Continue

☐ No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the company?

☒ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

8

Trustee statement ¹

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

¹ This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X Hogan Howells International LLP X

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

MR01

Particulars of a 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. The contact information you give will be visible to searchers of the public record.

Contact name Sophie Hawkins

Company name Hogan Lovells International LLP

Address Atlantic House

Holborn Viaduct

Post town London

County/Region

Postcode E C 1 A 2 F G

Country United Kingdom

DX 57 London Chancery Lane

Telephone +44 (20) 7296 2613

**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 a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy

**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 filed on paper.

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3894588

Charge code: 0389 4588 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 5th June 2015 and created by CHILDREN FIRST FOSTERING AGENCY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 9th June 2015

Given at Companies House, Cardiff on 17th June 2015



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Save for material redacted pursuant to s859G of the Companies Act 2006, I certify that this is a true and complete copy of the original seen by me

Name: SOPHIE HAWKINS

Title: Solicitor

Date: 8/6/2015

Hogan Lovells International LLP (Ref HAWKINS/148119 000149)
Atlantic House, Holborn Viaduct, London EC1A 2FG

Deed of Accession and Charge

THIS DEED OF ACCESSION AND CHARGE is made on 5 June 2015

BETWEEN

- (1) The companies listed in Schedule 1 (the "New Chargers"),
- (2) SSCP Spring MidCo 2 Limited (registered in England and Wales under number 09515615) (the "Parent"), and
- (3) GE Corporate Finance Bank SCA, London Branch (the "Security Agent")

WHEREAS:

- 1 This Deed is supplemental to a Debenture (the "Principal Deed") dated 10 April 2015 between (1) the Parent and SSCP Spring BidCo Limited and (2) the Security Agent as agent and trustee for the Beneficiaries named in the Principal Deed (the "Beneficiaries")
- 2 The New Chargers have agreed, on the terms contained in the Principal Deed, to charge in favour of the Security Agent (acting as security agent and trustee for the Beneficiaries), all of their property, undertaking and assets to secure the Secured Sums, and to accede to the Principal Deed

THIS DEED WITNESSES as follows:

1 DEFINITIONS AND INTERPRETATION

- 1.1 **Incorporation** Words or expressions defined in the Principal Deed and principles of interpretation provided for in the Principal Deed shall, unless the context otherwise requires or unless otherwise re-defined below, have the same meaning and shall apply (as the case may be) in this Deed

1.2 **Additional Definitions** In this Deed

"Intellectual Property" means

- (a) all patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, rights in domain names, moral rights, rights in inventions, rights in confidential information, rights in knowhow and all other intellectual property rights of a similar or corresponding character (which may now or in the future subsist), whether registered or unregistered, and
- (b) the benefit of all applications and rights to use such assets of each member of the Group (which may now or in the future subsist)

"Land" means freehold and leasehold, and any other estate in, land and (outside England and Wales) immovable property and in each case all buildings and structures upon and all things affixed to Land (including trade and tenant's fixtures)

"Material Land" means all Land (other than Restricted Land)

- (a) in England and Wales now vested in a New Chargor and registered at the Land Registry or which will be subject to first registration at the Land Registry upon the execution and delivery of this Deed, in each case as described in Schedule 3 (*Registered Land to be Mortgaged*) of this Deed,

I certify that this is a true and correct copy of the original document.
Given for me by (Name) on (Date) at (Place) of the Company. 1900

Witness my hand and seal this (Date) at (Place).

Witness:
Director

Date:

Alfred Howard, Hobart Victoria, Director
Hobart Victoria, Director (R)

- (b) which has a market value of £2,000,000 (or its equivalent in other currencies) or above, or
- (c) which is designated as Material Land by the Obligors' Agent and the Security Agent (acting reasonably)

"Restricted IP" means any Intellectual Property owned by or licensed to a New Chargor which, in each case, precludes either absolutely or conditionally that New Chargor from creating a charge over its interest in that Intellectual Property and in respect of which consent has not yet been obtained pursuant to clause 3 4(b) (*Third Party Consents*) of the Principal Deed

"Restricted Land" means any leasehold property in England and Wales held by a New Chargor under a lease which precludes either absolutely or conditionally that New Chargor from creating a mortgage or charge over its leasehold interest in that property and in respect of which consent has not yet been obtained pursuant to clause 3 4(a) (*Third Party Consents*) of the Principal Deed

"Specified Intellectual Property" means the Intellectual Property listed in Schedule 4 (*Specified Intellectual Property*) of this Deed

2 ACCESSION BY THE NEW CHARGORS TO THE PRINCIPAL DEED

- 2 1 **Accession.** Each New Chargor agrees to be bound by all the terms of the Principal Deed and to perform all obligations of a Chargor under, and in accordance with, the Principal Deed with effect from the date of this Deed, as if it had been an original party to the Principal Deed as a Chargor
- 2 2 **Covenant to pay.** Each New Chargor (as primary obligor and not merely as surety) covenants with the Security Agent that it will, on the Security Agent's written demand, pay or discharge the Secured Sums when due at the times and in the manner provided in the relevant Finance Documents
- 2 3 **Proviso.** The covenants contained in this Clause and the security created by this Deed shall not extend to or include any liability or sum which would otherwise cause any such covenant or security to be unlawful or prohibited by any applicable law
- 2 4 **Parent's agreement to the accession:** The Parent (on behalf of itself and the other members of the Group which are parties to the Principal Deed) hereby agrees to the New Chargors' accessions

3 ASSIGNMENTS

Each New Chargor, with full title guarantee, as security for the payment or discharge of all Secured Sums, assigns and agrees to assign absolutely (subject to a proviso for reassignment on redemption) to the Security Agent (as trustee for the Beneficiaries) all of its rights, title and interest from time to time in respect of any sums payable to it pursuant to the Insurance Policies specified in Schedule 2 (*Insurance Policies*)

4 FIXED SECURITY

Each New Chargor, with full title guarantee, as security for the payment or discharge of all Secured Sums, charges in favour of the Security Agent (as trustee for the Beneficiaries)

- (a) by way of legal mortgage, all Material Land,

- (b) by way of fixed charge
- (i) with the exception of any Material Land and any Restricted Land, all other Land which is now, or in the future becomes, its property,
 - (ii) all Land which has ceased to fall within the definition of Restricted Land by virtue of receipt of the relevant landlord's consent to charge that Land, but only with effect from the date on which that consent is obtained,
 - (iii) all other interests and rights in or relating to Land or in the proceeds of sale of Land now or in the future belonging to it,
 - (iv) all plant and machinery now or in the future attached to any Land which, or an interest in which, is charged by it under the preceding provisions of this Clause 4,
 - (v) all rental and other income and all debts and claims now or in the future due or owing to it under or in connection with any lease, agreement or licence relating to Land,
 - (vi) all Specified Investments (except for any Excluded Investments) which are now its property, including all proceeds of sale derived from them,
 - (vii) all Specified Investments (except for any Excluded Investments) in which that Chargor may in the future acquire any interest (legal or equitable), including all proceeds of sale derived from them,
 - (viii) all Derivative Rights of a capital nature now or in the future accruing or offered in respect of its Specified Investments (except for any Excluded Investments),
 - (ix) all Derivative Rights of an income nature now or in the future accruing or offered at any time in respect of its Specified Investments,
 - (x) all insurance or assurance contracts or policies now or in the future held by or otherwise benefiting it which relate to Fixed Security Assets or which are now or in the future deposited by it with the Security Agent, together with all its rights and interests in such contracts and policies (including the benefit of all claims arising and all money payable under them) apart from any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) in the Principal Deed,
 - (xi) all its goodwill and uncalled capital for the time being,
 - (xii) all Specified Intellectual Property belonging to it,
 - (xiii) with the exception of any Restricted IP, all other Intellectual Property presently belonging to it, including any Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others,
 - (xiv) with the exception of any Restricted IP, all Intellectual Property that may be acquired by or belong to it in the future, including any such Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others,

- (xv) with the exception of any Restricted IP, the benefit of all agreements and licences now or in the future entered into or enjoyed by it relating to the use or exploitation of any Intellectual Property in any part of the world,
- (xvi) all Intellectual Property (including any Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others, and the benefit of all agreements and licences now or in the future entered into or enjoyed by it relating to the use or exploitation of any Intellectual Property in any part of the world) which by virtue of obtaining third party consent to charge such Intellectual Property has ceased to fall within the definition of Restricted IP, but only with effect from the date on which that consent is obtained,
- (xvii) all its rights now or in the future in relation to trade secrets, confidential information and knowhow in any part of the world,
- (xviii) all its rights and causes of action in respect of infringement(s) (past, present or future) of the rights referred to in sub-paragraphs (b)(xii) to (xvii) inclusive of this Clause 4,
- (xix) all trade debts now or in the future owing to it,
- (xx) all other debts now or in the future owing to it, excluding those arising on fluctuating accounts with other members of the Group,
- (xxi) the benefit of all instruments, guarantees, charges, pledges and other security and all other rights and remedies available to it in respect of any Fixed Security Asset except to the extent that such items are for the time being effectively assigned under Clause 3 (*Assignments*),
- (xxii) any beneficial interest, claim or entitlement it has to any pension fund now or in the future,
- (xxiii) all rights, money or property accruing or payable to it now or in the future under or by virtue of a Fixed Security Asset except to the extent that such rights, money or property are for the time being effectively assigned or charged by fixed charge under the foregoing provisions of the Principal Deed,
- (xxiv) all moneys at any time standing to the credit of any Mandatory Prepayment Account, and the debt represented by any such credit balance, and
- (xxv) the benefit of all licences, consents and authorisations held in connection with its business or the use of any Asset and the right to recover and receive all compensation which may be payable in respect of them

5 CREATION OF FLOATING CHARGE

5.1 Each New Chargor, with full title guarantee, charges to the Security Agent (as trustee for the Beneficiaries) as security for the payment or discharge of all Secured Sums, by way of floating charge

- (a) all its Assets, except to the extent that such Assets are for the time being effectively assigned by way of security by virtue of Clause 3 (*Assignments*) or

charged by any fixed charge contained in Clause 4 (*Fixed Security*), including any Assets comprised within a charge which is reconverted under clause 4.4 (*Reconversion*) of the Principal Deed, and

- (b) without exception, all its Assets in so far as they are for the time being situated in Scotland,

but in each case so that such New Chargor shall not create any Security over any such Floating Charge Asset (whether having priority over, or ranking *par passu* with or subject to, this floating charge) or take any other step referred to in Clause 6 (*Negative pledge and other restrictions*) with respect to any such Floating Charge Asset, and such Chargor shall not, without the consent of the Security Agent, sell, transfer, part with or dispose of any such Floating Charge Asset (except as permitted by clause 27.13 (*Disposals*) of the Facilities Agreement)

- 5.2 The parties agree (without limitation to the general nature of the New Chargor's accession to the Principal Deed contained in clause 2 (*Covenant to Pay*)) that the crystallisation provisions contained in clause 4 (*Crystallisation*) of the Principal Deed shall equally apply to the floating charge contained in this Deed as if set out in full in this Deed

6 **NEGATIVE PLEDGE AND OTHER RESTRICTIONS**

Without the prior written consent of the Security Agent, except as specifically permitted by the Facilities Agreement, the New Chargers shall not

- (a) create, or agree or attempt to create, or permit to subsist, any Security or any trust over any of their Assets, or
- (b) sell, assign, lease, license or sub-license, or grant any interest in, any of their Fixed Security Assets, or part with possession or ownership of them, or purport or agree to do so

7 **RIGHT OF APPROPRIATION**

- 7.1 The parties acknowledge and intend that the charges over the New Chargers' Financial Collateral provided under or pursuant to this Deed will each constitute a "security financial collateral arrangement" for the purposes of the Financial Collateral Regulations
- 7.2 The Security Agent may, on or following the occurrence of a Declared Default in accordance with the terms of the Principal Deed, by notice in writing to the New Chargers appropriate with immediate effect all or any of their Financial Collateral hereby charged which is subject to a security financial collateral arrangement (within the meaning of the Financial Collateral Regulations) and apply it in or towards the discharge of the Secured Sums, whether such Assets are held by the Security Agent or otherwise
- 7.3 The value of any Financial Collateral appropriated under Clause 7.2 shall be
 - (a) in the case of cash, its face value at the time of appropriation, and
 - (b) in the case of financial instruments or other financial collateral, their market value at the time of appropriation as determined (after appropriation) by the Security Agent (acting reasonably) by reference to a public index or other applicable generally recognised price source or such other process as the Security Agent may reasonably select, including a valuation carried out by an independent firm of accountants or valuers appointed by the Security Agent,

as converted, where necessary, into sterling at a market rate of exchange prevailing at the time of appropriation selected by the Security Agent

7 4 The Security Agent will account to the New Chargors for any amount by which the value of the appropriated Assets exceeds the Secured Sums then due and the New Chargors shall remain liable to the Security Agent for any amount by which the value of the appropriated Assets is less than the Secured Sums then due

7 5 The New Chargors agree that the method of valuing such Financial Collateral under Clause 7 3 is commercially reasonable

8 APPLICATION TO THE LAND REGISTRY

Each New Chargor

(a) in relation to each register of title of any present and future Land of the New Chargors which is charged to the Security Agent under this Deed, consents to the Security Agent (or its solicitors) at any time submitting to the Land Registry

(i) a form AP1 (*application to change the register*) in respect of the security created by this Deed,

(ii) a form AN1 (*application to enter an agreed notice*) in respect of the security created by this Deed,

(iii) a form RX1 (*application to register a restriction*) in the following terms

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [date] in favour of [Chargee] referred to on the charges register or their conveyancer ", and

(iv) a form CH2 (*application to enter an obligation to make further advances*), and

(b) covenants to submit an application to the appropriate Land Registry for the first registration of any unregistered Land in England and Wales mortgaged by Clause 4 (*Fixed security*) at its own expense, immediately following its execution of this Deed

9 POWER OF ATTORNEY

9 1 **Appointment of attorney** Each New Chargor, by way of security and to more fully secure the performance of its obligations under this Deed, hereby irrevocably appoints the Security Agent and any Receiver separately, to be its attorney (with full power to appoint substitutes and to delegate) with power in its name and on its behalf, and as its act and deed or otherwise (whether or not a Receiver or administrator has been appointed) to

(a) do anything which that New Chargor is obliged to do (but has materially failed to do within 20 Business Days of being notified by the Security Agent of such failure and being requested to comply) in accordance with this Deed, including to execute and deliver and otherwise perfect any agreement, assurance, deed, instrument or document,

(b) following the occurrence of a Declared Default, enable the Security Agent or any such Receiver to exercise (or to delegate) all or any of the rights conferred on it by

this Deed or by statute in relation to this Deed or the Assets charged, or purported to be charged, by it

9 2 **Ratification** Each New Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this clause

9 3 **Sums recoverable:** All sums expended by the Security Agent or any Receiver under this clause shall be recoverable from the New Chargors under clause 22 (*Costs and Expenses*) and clause 23 (*Other Indemnities*) of the Intercreditor Agreement

10 **NOTICES**

All notices or demands to be given or made pursuant to this Deed shall be given or made in the manner set out in clause 32 (*Notices*) of the Principal Deed. The New Chargor's address for service is set out in Schedule 5 (*Notice Details*)

11 **COUNTERPARTS**

This Deed may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all of which when taken together shall constitute a single document

12 **GOVERNING LAW**

This Deed and all non-contractual obligations arising in any way whatsoever out of or in connection with this Deed shall be governed by, construed and take effect in accordance with English law

13 **ENFORCEMENT**

13 1 **Jurisdiction**

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed (a "**Dispute**"))
- (b) The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary
- (c) This Clause 13 is for the benefit of the Beneficiaries only. As a result, no Beneficiary shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Beneficiaries may take concurrent proceedings in any number of jurisdictions

14 **FINANCE DOCUMENT**

This Deed is a Finance Document

THIS DEED OF ACCESSION AND CHARGE has been executed by the New Chargors and the Parent as a deed and signed by the Security Agent and it has been delivered and shall take effect on the date stated at the beginning of this document


Schedule 1

New Chargors

New Chargor	Company Number
Belton Associates (Group Holdings) Limited	07875698
Belton Associates Group Limited	08033793
Belton Associates Holdings Limited	07877276
Belton Associates Limited	07879023
NFAH Limited	05989700
NFAG Limited	05989704
The National Fostering Agency Limited	03127814
The National Fostering Agency (Scotland) Limited	05480281
The Foster Care Agency Limited	04234023
NFA Partnerships Limited	06730289
NFAP Limited	06836218
Children First Fostering Agency Limited	03894588
Alliance Foster Care Limited	04249271
Alpha Plus Fostering Limited	06019106
Jay Fostering Limited	04822721
Care Administration and Management Services Limited	02516955
Archway Care Limited	04387904

Schedule 2
Insurance Policies

Policy Type and Name	Companies	Policy Number	Name and Address of Policy Provider
Employee Personal Accident	Belton Associates (Group Holdings) Limited Belton Associates Group Limited Belton Associates Holdings Limited Belton Associates Limited NFAH Limited NFAG Limited The National Fostering Agency Limited The National Fostering Agency (Scotland) Limited The Foster Care Agency Limited NFA Partnerships Limited NFAP Limited Children First Fostering Agency Limited Alliance Foster Care Limited Alpha Plus Fostering Limited Jay Fostering Limited Care Administration and Management Services Limited Archway Care Limited	UKBBBO08168111	ACE European Group 3 rd Floor 9 Bond Court Leeds LS1 2JZ
Motor Fleet	Belton Associates (Group Holdings) Limited Belton Associates Group Limited Belton Associates Holdings Limited Belton Associates Limited NFAH Limited NFAG Limited The National Fostering Agency Limited The National Fostering Agency (Scotland) Limited The Foster Care Agency Limited NFA Partnerships Limited NFAP Limited Children First Fostering Agency Limited Alliance Foster Care Limited Alpha Plus Fostering Limited Jay Fostering Limited Care Administration and Management Services Limited Archway Care Limited	46 MF1 7067869	Aviva Boar Lane Leeds LS1 5HL

Engineering Inspection	Belton Associates (Group Holdings) Limited Belton Associates Group Limited Belton Associates Holdings Limited Belton Associates Limited NFAH Limited NFAG Limited The National Fostering Agency Limited The National Fostering Agency (Scotland) Limited The Foster Care Agency Limited NFA Partnerships Limited NFAP Limited Children First Fostering Agency Limited Alliance Foster Care Limited Alpha Plus Fostering Limited Jay Fostering Limited Care Administration and &  Management Services Limited Archway Care Limited	24958166 ENP	Aviva Boar Lane Leeds LS1 5HL
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Schedule 3

Registered Land to be Mortgaged

Name of Chargor/Registered Proprietor	Description of Property	Title Number
NFAG Limited	71 and 73 Cowley Road, Uxbridge UB8 2AE	AGL7191

The address for service of the Security Agent in the case of registered land is GE Corporate Finance Bank SCA, London Branch, 8-10 Throgmorton Avenue, London, EC2N 2DL, marked for the attention of Joyce Horne and Veronica Irlam

Unregistered land subject to first registration upon the execution of this Deed

None at the date of this Deed







Schedule 4

Specified Intellectual Property





Trademarks

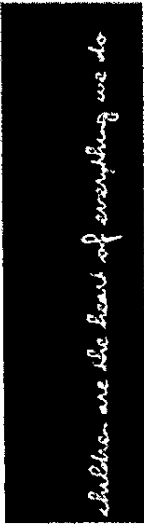



Trademark	Registration No.	Application No.	Country	Status	Owner	Registration Date	Renewal Date
national fostering agency national fostering agency national fostering agency National Fostering Agency NATIONAL FOSTERING AGENCY	2499303	2499303	UK	Registered	Belton Associates Limited	01/05/2009	03/10/2018
NFA	2499304	2499304	UK	Registered	Belton Associates Limited	01/05/2009	03/10/2018



Trademark	Registration No.	Application No.	Country	Status	Owner	Registration Date	Renewal Date
nfa nfa							
nfa national fostering agency	2499305	2499305	UK	Registered	Belton Associates Limited	01/05/2009	03/10/2018
nfa national fostering agency							
nfap nfap	2540386	2540386	UK	Registered	Belton Associates Limited	09/07/2010	25/02/2020

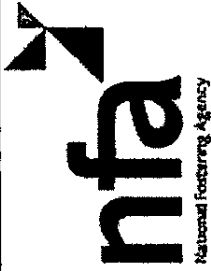


Trademark	Registration No.	Application No.	Country	Status	Owner	Registration Date	Renewal Date
							
  	2540387	2540387	UK	Registered	Belton Associates Limited	04/06/2010	25/02/2020
 	2540388	2540388	UK	Registered	Belton Associates Limited	09/09/2011	25/02/2020

Hogan Lovells

Trademark	Registration No.	Application No.	Country	Status	Owner	Registration Date	Renewal Date
							
 children are the heart of everything we do	9319112	9319112	CTM	Registered	Belton Associates Limited	28/01/2011	17/08/2020
 children are the heart of everything we do	2540389	2540389	UK	Registered	Belton Associates Limited	04/03/2011	25/02/2020
 children are the heart of everything we do							

Trademark	Registration No	Application No	Country	Status	Owner	Registration Date	Renewal Date
 							
 	2540151	2540151	UK	Registered	Belton Associates Limited	18/06/2010	25/02/2020

Trademark	Registration No	Application No	Country	Status	Owner	Registration Date	Renewal Date
 Alliance Foster Care							
	2578038	2578038	UK	Registered	Belton Associates Limited	08/07/2011	08/04/2021
NFA nfa	2367390A	2367390A	UK	Registered	Belton Associates Limited	10/06/2005	03/07/2024
nfa nfa	2367390B	2367390B	UK	Registered	Belton Associates Limited	24/06/2005	03/07/2024
NATIONAL FOSTERING AGENCY	2367389A	2367389A	UK	Registered	Belton Associates	10/06/2005	03/07/2024

Trademark	Registration No.	Application No.	Country	Status	Owner	Registration Date	Renewal Date
National Fostering Agency					Limited		
	2367389B	2367389B	UK	Registered	Belton Associates Limited	24/06/2005	03/07/2024
	3023768	3023768	UK	Registered	Belton Associates Limited	27/12/2013	26/09/2023
Fostering Relations	3023771	3023771	UK	Registered	Belton Associates Limited	27/12/2013	26/09/2023
	3023767	3023767	UK	Registered	Belton Associates Limited	27/12/2013	26/09/2023

Domain Names

Domain	Registrant	Registered Address	Registration Date	Renewal Date
nfa co uk	The National Fostering Agency Limited	Frays Court 71 Cowley Road Uxbridge Middlesex UB8 2AE United Kingdom	02/07/2001	02/07/2015
cffa co uk	Children First Fostering Agency Ltd	Ivydene 46 Clarence Road Rayleigh Essex SS6 8SQ United Kingdom	07/08/2003	07/08/2015
jayfostering com	Jay Parmar	135 Nansen Road Leicester Leicestershire LE5 5NL	13/10/2004	13/10/2015
kindercare co uk	Kindercare Management Ltd (former name of Care Administration & Management Services Limited)	5th Floor County House 221-241 Beckenham Road Beckenham BR3 4UF United Kingdom	11/04/1997	11/04/2015
alliancefostercare co uk	Alliance Foster Care	1 Maple Court Ash Lane Collingtree Northampton Northamptonshire NN1 0NB	26/09/2002	26/09/2016
alphaplusfostering co uk	Alpha Plus Fostering Ltd	Hollinwood Business Centre Albert Mill	22/11/2000	22/11/2016

		Albert Street Oldham Lancashire OL8 3QL United Kingdom			
thefostercareagency.org.uk	The National Fostering Agency Limited	Frays Court 71 Cowley Road Uxbridge Middlesex UB8 2AE United Kingdom	02/11/2005	02/11/2015	
fosteringrelations.org.uk	Fostering Relations Limited	Ridge Way Dalgety Bill Fife KY11 9JN United Kingdom	06/03/2008	06/03/2016	

Schedule 5
Notice Details

Company	Address	Fax No.	Attention
Belton Associates (Group Holdings) Limited	Frays Court 71 Cowley Road Uxbridge Middlesex UB8 2AE	01895 810896	Tony Holt
Belton Associates Group Limited	Frays Court 71 Cowley Road Uxbridge Middlesex UB8 2AE	01895 810896	Tony Holt
Belton Associates Holdings Limited	Frays Court 71 Cowley Road Uxbridge Middlesex UB8 2AE	01895 810896	Tony Holt
Belton Associates Limited	Frays Court 71 Cowley Road Uxbridge Middlesex UB8 2AE	01895 810896	Tony Holt
NFAH Limited	Frays Court 71 Cowley Road Uxbridge Middlesex UB8 2AE	01895 810896	Tony Holt
NFAG Limited	Frays Court 71 Cowley Road Uxbridge Middlesex UB8 2AE	01895 810896	Tony Holt
The National Fostering Agency Limited	Frays Court 71 Cowley Road Uxbridge Middlesex UB8 2AE	01895 810896	Tony Holt
The National Fostering Agency (Scotland) Limited	Frays Court 71 Cowley Road Uxbridge Middlesex UB8 2AE	01895 810896	Tony Holt

The Foster Care Agency Limited	Frays Court 71 Cowley Road Uxbridge Middlesex UB8 2AE	01895 810896	Tony Holt
NFA Partnerships Limited	Frays Court 71 Cowley Road Uxbridge Middlesex UB8 2AE	01895 810896	Tony Holt
NFAP Limited	Frays Court 71 Cowley Road Uxbridge Middlesex UB8 2AE	01895 810896	Tony Holt
Children First Fostering Agency Limited	Frays Court 71 Cowley Road Uxbridge Middlesex UB8 2AE	01895 810896	Tony Holt
Alliance Foster Care Limited	Frays Court 71 Cowley Road Uxbridge Middlesex UB8 2AE	01895 810896	Tony Holt
Alpha Plus Fostering Limited	Frays Court 71 Cowley Road Uxbridge Middlesex UB8 2AE	01895 810896	Tony Holt
Jay Fostering Limited	Frays Court 71 Cowley Road Uxbridge Middlesex UB8 2AE	01895 810896	Tony Holt
Care Administration and Management Services Limited	Frays Court 71 Cowley Road Uxbridge Middlesex UB8 2AE	01895 810896	Tony Holt
Archway Care Limited	Office Block 1C South House Bond Estate Bond Avenue Bletchley Milton Keynes MK1 1SW	01895 810896	Tony Holt

Execution page to Deed of Accession

EXECUTION

THE NEW CHARGORS

Executed as a)
Deed by Belton Associates (Group)
Holdings) Limited (pursuant to a resolution of)
its Board of Directors) acting by)

Director

in the presence of

Signature of witness

Name of witness.

KATE SINCLAIR

Address of witness

Executed as a)
Deed by Belton Associates Group Limited)
(pursuant to a resolution of its Board of)
Directors) acting by)

Director

in the presence of

Signature of witness

Name of witness

KATE SINCLAIR

Address of witness.

Executed as a
Deed by **Belton Associates Holdings
Limited** (pursuant to a resolution of its Board
of Directors) acting by.

)
)
)
)



Director

in the presence of

Signature of witness



Name of witness:

KATIE SINCLAIR

Address of witness



Executed as a
Deed by **Belton Associates Limited**
(pursuant to a resolution of its Board of
Directors) acting by

)
)
)
)



Director

in the presence of

Signature of witness



Name of witness

KATIE SINCLAIR

Address of witness




Executed as a)
Deed by NFAH Limited (pursuant to a)
resolution of its Board of Directors) acting by:)



Director

in the presence of

Signature of witness.



Name of witness

KATE SINCLAIR

Address of witness



Executed as a)
Deed by NFAG Limited (pursuant to a)
resolution of its Board of Directors) acting by)



Director

in the presence of

Signature of witness



Name of witness

KATESINCLAIR

Address of witness



Executed as a)
Deed by The National Fostering Agency)
Limited (pursuant to a resolution of its Board)
of Directors) acting by)



Director

in the presence of

Signature of witness:



Name of witness

KATE SINCLAIR

Address of witness



Executed as a)
Deed by The National Fostering Agency)
(Scotland) Limited (pursuant to a resolution)
of its Board of Directors) acting by)



Director

in the presence of:

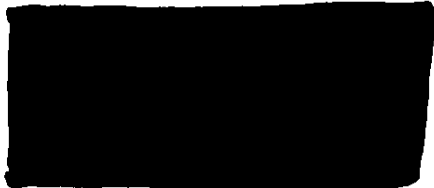
Signature of witness:



Name of witness:

KATE SINCLAIR

Address of witness:



Executed as a)
Deed by The Foster Care Agency Limited)
(pursuant to a resolution of its Board of)
Directors) acting by:)


Director

in the presence of

Signature of witness:



Name of witness

KATE SINCLAIR

Address of witness



Executed as a)
Deed by NFA Partnerships Limited)
(pursuant to a resolution of its Board of)
Directors) acting by)


Director

in the presence of.

Signature of witness



Name of witness

KATE SINCLAIR

Address of witness




Executed as a)
Deed by NFAP Limited (pursuant to a)
resolution of its Board of Directors) acting by)


Director

in the presence of:

Signature of witness



Name of witness

KATIE SINCLAIR

Address of witness



Executed as a)
Deed by Children First Fostering Agency)
Limited (pursuant to a resolution of its Board)
of Directors) acting by:)


Director

in the presence of

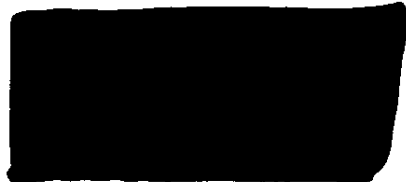
Signature of witness



Name of witness

KATIE SINCLAIR

Address of witness



Executed as a)
Deed by Alliance Foster Care Limited)
(pursuant to a resolution of its Board of)
Directors) acting by)


Director

in the presence of

Signature of witness



Name of witness

KATE SINCLAIR

Address of witness.



Executed as a)
Deed by Alpha Plus Fostering Limited)
(pursuant to a resolution of its Board of)
Directors) acting by)


Director

in the presence of

Signature of witness



Name of witness

KATE SINCLAIR

Address of witness



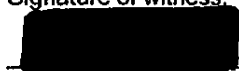
Executed as a)
Deed by Jay Fostering Limited (pursuant to)
a resolution of its Board of Directors) acting)
by)



Director

in the presence of

Signature of witness



Name of witness

KANE SINCLAIR

Address of witness



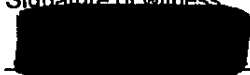
Executed as a)
Deed by Care Administration and ^{HL})
Management Services Limited (pursuant to)
a resolution of its Board of Directors) acting)
by)



Director

in the presence of

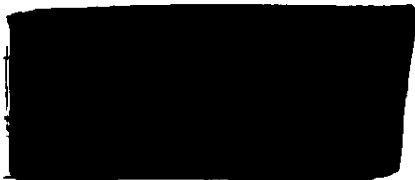
Signature of witness



Name of witness

KANE SINCLAIR

Address of witness



Executed as a
Deed by Archway Care Limited (pursuant to
a resolution of its Board of Directors) acting
by.

)
)
)
)



Director

in the presence of

Signature of witness



Name of witness

KATE SINCLAIR

Address of witness



THE PARENT

Executed as a
Deed by SSCP Spring MidCo 2 Limited
(pursuant to a resolution of its Board of
Directors) acting by

)
)
)
)



Director

in the presence of

Signature of witness



Name of witness

KATE SINCLAIR

Address of witness



- 32 -

THE SECURITY AGENT

Signed by
for and on behalf of
**GE Corporate Finance Bank SCA, London
Branch**

A large black rectangular redaction box covering the signature area.

)
) **Authorised Signatory**