Companies House

MR01(ef)

Registration of a Charge

Company name: **HAPPEN FOSTERCARE LIMITED**

Company number: **04117111**

Received for Electronic Filing: **14/09/2016**

X5FIFR4O

Details of Charge

Date of creation: **08/09/2016**

Charge code: **0411 7111 0007**

Persons entitled: **SUMITOMO MITSUI BANKING CORPORATION EUROPE LIMITED (AS SECURITY AGENT FOR THE BENEFICIARIES)**

Brief description: **EXCEPT FOR ANY RESTRICTED LAND, ALL CURRENT AND FUTURE MATERIAL LAND AND OTHER LAND, AND CURRENT AND FUTURE INTELLECTUAL PROPERTY (EXCEPT FOR ANY RESTRICTED IP) OWNED BY THE COMPANY, IN EACH CASE AS DEFINED IN THE DEED OF ACCESSION AND CHARGE REGISTERED BY THIS FORM MR01 (THE "DEED"). FOR MORE DETAILS PLEASE REFER TO THE DEED.**

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE COMPOSITE ORIGINAL INSTRUMENT.**

Certified by: **BEATRICE BERGLUND**

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4117111

Charge code: 0411 7111 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 8th September 2016 and created by HAPPEN FOSTERCARE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th September 2016 .

Given at Companies House, Cardiff on 15th September 2016

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006

Companies House

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

DATED 8 September 2016

ACORN CARE 1 LIMITED
and certain of its Subsidiaries
(as Chargors)

- and –

SUMITOMO MITSUI BANKING CORPORATION EUROPE LIMITED
(as Security Agent)

DEED OF ACCESSION AND CHARGE

The Security Agent should not exercise any voting powers in relation to charged shares under this Debenture and/or enforce this Debenture without first taking specific legal advice due to the existence of an unlimited company

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: Beatrice Rowland
Title: Solicitor
Date: 13/09/2016

Hogan Lovells International LLP (Ref: [illegible])
Atlantic House, Holborn Viaduct, London EC1A 2FG

Hogan Lovells

Ref: IV0587.000259
F3/FAULKNEA/5306901

Hogan Lovells International LLP
Atlantic House, Holborn Viaduct, London EC1A 2FG

Deed of Accession and Charge

THIS DEED OF ACCESSION AND CHARGE is made on 8 September 2016

BETWEEN:

(1) **The companies listed in Schedule 1** (the **"New Chargors"**);

(2) **SSCP Spring MidCo 2 Limited** (registered in England and Wales under number 09515615) (the **"Parent"**); and

(3) **Sumitomo Mitsui Banking Corporation Europe Limited** (the **"Security Agent"**).

WHEREAS:

(A) This Deed is supplemental to a Debenture (the **"Principal Deed"**) dated 3 August 2016 between (1) the Chargors (as defined therein) and (2) the Security Agent as agent and trustee for the Beneficiaries named in the Principal Deed (the **"Beneficiaries"**).

(B) Each New Chargor has 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 its 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) any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests (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 Intellectual Property**" means:

(a) the Specified Intellectual Property; and

(b) any other Intellectual Property which is material in context of the business of each New Chargor.

"**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 of Accession and Charge, in each case as described in Schedule 2(*Registered Land to be Mortgaged*);

(b) which has a market value of £1,000,000 (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 Consent 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.

"**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:

(a) any Restricted Consent Land;

(b) any of the freehold property held by a New Chargor identified as Hall Carr Farm (title number: LA452202), Middle Carr Farm (title numbers: LA533247, LA500645 and LA730407) or any agricultural land at Heath Farm (title number: K855633), until the earlier of:

(i) the date on which such freehold property is transferred, sold or otherwise disposed of; and

(ii) the date falling twelve months after the 2016 Closing Date.

"**Specified Intellectual Property**" means the Intellectual Property listed in Schedule 3 (*Specified Intellectual Property*).

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 (as trustee for the Beneficiaries) 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' accession.

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):

(a) the benefit of all of its 2016 B Investor Acquisition Agreement Claims;

(b) all of its rights, title and interest from time to time in respect of any sums payable to it pursuant to the Insurance Policies; and

(c) all its rights, title and interest from time to time in respect of the New Hedging Agreements.

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 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 including, but not limited to, any Restricted Consent 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 or on which such Land otherwise ceases to fall within the definition of Restricted Land (as applicable);

(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 New 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 this 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;

(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 this 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 each New Chargor shall not create any Security over any such Floating Charge Asset (whether having priority over, or ranking pari 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 each New 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 each New Chargor's accession to the Principal Deed contained in Clause 2) 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, each New Chargor shall not:

(a) create, or agree or attempt to create, or permit to subsist, any Security or any trust over any of its Assets; or

(b) sell, assign, lease, license or sub-license, or grant any interest in, any of its 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 each New Chargor's 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 each New Chargor appropriate with immediate effect all or any of its 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 each New Chargor for any amount by which the value of the appropriated Assets exceeds the Secured Sums then due and each New Chargor 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 Each New Chargor agrees 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 each New Chargor 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 Material 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 each 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 each New Chargor 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. Each New Chargor's address for service is set out in Schedule 4 (*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 each New Chargor 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

The New Chargors

New Chargor	Company Number
Acorn Care 1 Limited	07121783
Acorn Care 2 Limited	07121786
Acorn Care 3 Limited	07121805
Acorn Care 4 Limited	07121809
Acorn Care and Education Limited	05019430
Fostering Solutions Limited	04006225
Heath Farm Limited	02582284
Heath Farm Family Services Limited	05470925
Knossington Grange School Limited	01313496
Longdon Hall School Limited	07443059
Underley Schools Limited	03834802
Pathway Care Solutions II Limited	05047496
Belmont School Limited	03292207
Hopscotch Solutions Limited	03449322
Advance Foster Care Limited	04593517
Bramfield House School Limited	05527671
The Clarion Agency Limited	03323124
Crookhey Hall Limited	02729238
Focus on Fostering Limited	04371679
Fostering Solutions (Northern) Limited	05491569
Happen Fostercare Limited	04117111
Happen Holdings Limited	05883554
Jafa North-East UK Ltd	04938172

Kids and Carers Limited	04831259
Underley Educational Services	03381128
Waterloo Lodge School Ltd	03921801
Kestrel House School Limited	07442995
Kestrel House London Limited	06202086
Acorn Norfolk Limited	07448673
Meadowcroft Residential Schools Limited	06050798
Pathway Care Group Limited	05552469
Pathway Care (Holdings) Limited	04659182
Pathway Care Limited	04792049
Pathway Care (West Wales) Limited	04665971
Pathway Care (Midlands) Limited	04792028
Pathway Care (Bristol) Limited	04792033
Families First (South West) Limited	05798137
Pathway Care Solutions Group Limited	04214622
Partners in Parenting Limited	05958860
Acorn Academies Limited	07490575
Threemilestone Education Limited	07490653
Swan Fostering Ltd	04614052
Ascot College Limited	08754705
Pentangle Management and Consultancy Ltd	03241682
Heath Farm Fostering Agency Limited	02634737
Careforward Limited	04627726
Jafa (PIPSS) Ltd	04485244
Pathway Care Solutions Limited	04004053

SCHEDULE 2

Registered land to be mortgaged

Name of Chargor/Registered Proprietor	Description of Property	Title Number
Acorn Norfolk Limited	Eagle House School and Eagle Life College, Banham, Norwich NR16 2HU	NK329561 and NK329653
Threemilestone Education Limited	Somar House, Truro Business Park, Threemilestone, Truro TR4 9NH	CL304967
Belmont School Limited	Cloughfold County Primary School, Peel Street, Cloughfold, Rossendale BB4 7LJ	LAN99769
Belmont School Limited	Belmont School, Haslingden Road, Rawtenstall BB4 6RX	LA777462
Belmont School Limited	North Reddish Junior School, Longford Road and North Reddish Infant School, Lewis Road, Reddish	GM937674
Bramfield House School Limited	Bramfield House School, Walpole Road, Bramfield, Suffolk IP19 9AB and Ibstock House, Walpole Road, Bramfield, Suffolk IP19 9AB	SK270789 and SK249980
Crookhey Hall Limited	Crookhey Hall Special School, Garstang Road, Cockerham LA2 0HA	LA707324
Crookhey Hall Limited	Oakfield House School, Oakfield, Station Road, Salwick, Preston PR4 0YH	LA825294
Hopscotch Solutions Limited	The Shires School, Shires Lane, Stretton, Oakham LE15 7GT	LT179093
	Stone House Lodge, Shires Lane, Stretton, Oakham LE15 7GT	LT321083
	Land on the west side of Stonehouse Lodge, Great North Road, Stretton, LE15 7QT	LT328268

Name of Chargor/Registered Proprietor	Description of Property	Title Number
	Land lying to the east of Great North Road, Stretton, Oakham	LT426358
	North and west sides of Shires Cottage, Great North Road, Stretton, LE15 7QT	LT334669 and
	Land and buildings lying to the east of Great North Road, Stretton	LT248449
Hopscotch Solutions Limited	The Hayne, Uppingham Road, Oakham LE15 6JB	LT276768
Kestrel House School Limited	Kestrel House School, 104 Crouch Hill, London N8 9EA	AGL177303
Knossington Grange School Limited	35 Somerby Road, Knossington LE15 8LY	LT189099
Knossington Grange School Limited	The Grange and land lying to the south west of Somerby Road, Knossington LE15 8LY	LT265766
Knossington Grange School Limited	Land lying to the south of The Grange, Somerby Road, Knossington	LT372094
Knossington Grange School Limited	Land lying to the south of Somerby Road, Knossington LE15 8LY	LT190015
Knossington Grange School Limited	26 Somerby Road, Knossington LE15 8LY	LT372098
Longdon Hall School Limited	Longdon Hall School, Longdon, Rugeley WS15 4PT	SF478576,
	Land adjoining Longdon Hall School, Longdon, Rugeley WS15 4PT	SF150958 and
	Land lying to the south east of Longdon Hall, Longdon, Rugeley	SF604942
Longdon Hall School Limited	Park Hill, Egginton DE65 6GU	DY343539 and
	Land lying to the north of Hilton	DY489964

Name of Chargor/Registered Proprietor	Description of Property	Title Number
	Road, Egginton	
Meadowcroft Residential Schools Limited	24 Bar Lane, Wakefield WF1 4AD	WYK676350
Underley Educational Services	Underley Hall School, Kirkby Lonsdale, Carnforth LA6 2HE	CU90902
Underley Educational Services	Land at High Cunsey, Cunsey	CU61286
Waterloo Lodge School Ltd	173 Preston Road, Chorley PR6 7AX	LA508368
Knossington Grange School Limited	11 Somerby Road, Knossington, Oakham LE15 8LY	LT179622
Knossington Grange School Limited	The Lodge, 19 Somerby Road, Knossington, Oakham LE15 8LY	LT314232
Underley Schools Limited	Fairfield, Park Road, Grange-Over-Sands LA11 7HQ	CU200432
Pathway Care Solutions II Limited	4 Reservoir Road, Sheffield, S10 1EY	SYK285803
Pathway Care Solutions Group Limited (formerly known as Acorn Care Residential Services Limited)	Fern Drive House, Brereton Hill Lane, Rugeley WS15 1PY	SF442688
Hopscotch Solutions Limited	1 Stowe Court, Stocken Hall Road, Stretton, Oakham carport and parking space LE15 7RN	LT345802
Hopscotch Solutions Limited	Millfield, 13 Back Lane, Colsterworth NG33 5NJ	LL184761
Pathway Care Solutions Group Limited (formerly known as Acorn Care Residential Services Limited)	South View Farm House, South View Business Park, Tinwell Road, Stamford, PE9 2JL	LL326129
Underley Educational Services	Parking Space and Websters Yard, Kendal	CU76317

Name of Chargor/Registered Proprietor	Description of Property	Title Number
Pathway Care Solutions II Limited	Little Acre, Melton Road, Hickling Pasture LE14 3QG	NT259041

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

None at the date of this Deed.

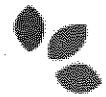
The address for service of the Security Agent in the case of registered land is Sumitomo Mitsui Banking Corporation Europe Limited, 99 Queen Victoria Street, London EC4V 4EH, marked for the attention of Veronica Irlam.

SCHEDULE 3

Specified Intellectual Property

Trademarks

Trademark	Registration No.	Application No.	Country	Status	Owner	Registration Date	Renewal Date
PATHWAY CARE	2483945	2483945	UK	Registered	Pathway Care Limited	07/11/2008	03/04/2018
ACORN BETTER DAYS, BETTER LIVES	3157244	3157244	UK	Pending	Acorn Care and Education Limited	N/A	N/A
HEATH FARM	3157249	3157249	UK	Registered	Heath Farm Family Services Limited	19/08/2016	30/03/2026
	3157247	3157247	UK	Registered	Fostering Solutions Limited	19/08/2016	30/03/2026

Trademark	Registration No.	Application No.	Country	Status	Owner	Registration Date	Renewal Date
							
 	3157251	3157251	UK	Registered	Heath Farm Family Services Limited	19/08/2016	30/03/2026
	3157245	3157245	UK	Registered	Acorn Care and Education Limited	19/08/2016	30/03/2026
ACORN ACORN	3158343	3158343	UK	Registered	Acorn Care and Education	08/07/2016	06/04/~~2016~~ 2026

DM

Trademark	Registration No.	Application No.	Country	Status	Owner	Registration Date	Renewal Date
					Limited		
Fostering Solutions Fostering Solutions	3158344	3158344	UK	Registered	Fostering Solutions Limited	19/08/2016	06/04/2026
FOSTERING SOLUTIONS your local independent fostering agency FOSTERING SOLUTIONS Your local independent fostering agency	2539560	2539560	UK	Registered	Fostering Solutions Limited	25/06/2010	18/02/2020

Domain Names

Domain	Registrant	Renewal Date
www.swanfostering.co.uk	Swan Fostering Ltd	21/05/2017
www.longdonparkschool.co.uk	Acorn Care and Education Limited	10/06/2018
www.meadowcroftschool.com	Acorn Care and Education Limited	12/08/2018
www.bramfieldhouse.co.uk	Acorn Care and Education Limited	19/08/2018
www.belmont-school.co.uk	Belmont School Limited	21/09/2018
www.underleygarden.org	Acorn Care and Education Limited	07/11/2016
www.longdonhallschool.co.uk	Acorn Care and Education Limited	01/12/2016
www.stonelodgeacademy.com	Acorn Care and Education Limited	04/12/2016
www.acornacademycornwall.org.uk	Acorn Care and Education Limited	12/02/2017
www.theshires.org.uk	Hopscotch Solutions Limited	23/02/2017
www.reddishhallschool.co.uk	Acorn Care and Education Limited	05/03/2017
www.pathwaycare.com	Pathway Care Limited	22/03/2017
www.acornparkschool.co.uk	Acorn Care and Education Limited	16/05/2017
www.heathfarm.org	Fostering Solutions Limited	16/05/2017
www.acorncare.co.uk	Acorn Care and Education Limited	10/08/2017
www.kestrelhouseschool.co.uk	Kestrel House London Limited	27/09/2017
www.oakfieldhouseschool.co.uk	Acorn Care and Education Limited	04/10/2017
www.pathwaycareresidential.co.uk	Acorn Care and Education Limited	24/11/2017
www.thegrangetherapeuticschool.co.uk	Acorn Care and Education Limited	09/12/2017
www.waterloolodgeschool.co.uk	Acorn Care and Education Limited	09/12/2017
www.oaktreeschoolcornwall.co.uk	Acorn Care and Education Limited	20/12/2017
www.fosteringsolutions.com	Fostering Solutions Limited	12/01/2018

Domain	Registrant	Renewal Date
www.crookheyhallschool.co.uk	Acorn Care and Education Limited	26/03/2018
www.heathfarmschool.org	Fostering Solutions Limited	04/11/2018

SCHEDULE 4

Notice Details

Company	Address	Attention
Acorn Care 1 Limited	1 Merchants Place, River Street, Bolton BL2 1BX	Jean-Luc Janet
Acorn Care 2 Limited	1 Merchants Place, River Street, Bolton BL2 1BX	Jean-Luc Janet
Acorn Care 3 Limited	1 Merchants Place, River Street, Bolton BL2 1BX	Jean-Luc Janet
Acorn Care 4 Limited	1 Merchants Place, River Street, Bolton BL2 1BX	Jean-Luc Janet
Acorn Care and Education Limited	1 Merchants Place, River Street, Bolton BL2 1BX	Jean-Luc Janet
Fostering Solutions Limited	1 Merchants Place, River Street, Bolton BL2 1BX	Jean-Luc Janet
Heath Farm Limited	1 Merchants Place, River Street, Bolton BL2 1BX	Jean-Luc Janet
Heath Farm Family Services Limited	1 Merchants Place, River Street, Bolton BL2 1BX	Jean-Luc Janet
Knossington Grange School Limited	1 Merchants Place, River Street, Bolton BL2 1BX	Jean-Luc Janet
Longdon Hall School Limited	1 Merchants Place, River Street, Bolton BL2 1BX	Jean-Luc Janet
Underley Schools Limited	1 Merchants Place, River Street, Bolton BL2 1BX	Jean-Luc Janet
Pathway Care Solutions II Limited	1 Merchants Place, River Street, Bolton BL2 1BX	Jean-Luc Janet
Belmont School Limited	1 Merchants Place, River Street, Bolton BL2 1BX	Jean-Luc Janet
Hopscotch Solutions Limited	1 Merchants Place, River Street, Bolton BL2 1BX	Jean-Luc Janet
Advance Foster Care Limited	1 Merchants Place, River Street, Bolton BL2 1BX	Jean-Luc Janet
Bramfield House School Limited	1 Merchants Place, River Street, Bolton BL2 1BX	Jean-Luc Janet
The Clarion Agency Limited	1 Merchants Place, River Street, Bolton BL2 1BX	Jean-Luc Janet
Crookhey Hall Limited	1 Merchants Place, River Street, Bolton BL2 1BX	Jean-Luc Janet
Focus on Fostering Limited	1 Merchants Place, River Street, Bolton BL2 1BX	Jean-Luc Janet
Fostering Solutions	1 Merchants Place, River Street, Bolton BL2 1BX	Jean-Luc Janet

(Northern) Limited		
Happen Fostercare Limited	1 Merchants Place, River Street, Bolton BL2 1BX	Jean-Luc Janet
Happen Holdings Limited	1 Merchants Place, River Street, Bolton BL2 1BX	Jean-Luc Janet
Jafa North-East UK Ltd	1 Merchants Place, River Street, Bolton BL2 1BX	Jean-Luc Janet
Kids and Carers Limited	1 Merchants Place, River Street, Bolton BL2 1BX	Jean-Luc Janet
Underley Educational Services	1 Merchants Place, River Street, Bolton BL2 1BX	Jean-Luc Janet
Waterloo Lodge School Ltd	1 Merchants Place, River Street, Bolton BL2 1BX	Jean-Luc Janet
Kestrel House School Limited	1 Merchants Place, River Street, Bolton BL2 1BX	Jean-Luc Janet
Kestrel House London Limited	1 Merchants Place, River Street, Bolton BL2 1BX	Jean-Luc Janet
Acorn Norfolk Limited	1 Merchants Place, River Street, Bolton BL2 1BX	Jean-Luc Janet
Meadowcroft Residential Schools Limited	1 Merchants Place, River Street, Bolton BL2 1BX	Jean-Luc Janet
Pathway Care Group Limited	1 Merchants Place, River Street, Bolton BL2 1BX	Jean-Luc Janet
Pathway Care (Holdings) Limited	1 Merchants Place, River Street, Bolton BL2 1BX	Jean-Luc Janet
Pathway Care Limited	1 Merchants Place, River Street, Bolton BL2 1BX	Jean-Luc Janet
Pathway Care (West Wales) Limited	1 Merchants Place, River Street, Bolton BL2 1BX	Jean-Luc Janet
Pathway Care (Midlands) Limited	1 Merchants Place, River Street, Bolton BL2 1BX	Jean-Luc Janet
Pathway Care (Bristol) Limited	1 Merchants Place, River Street, Bolton BL2 1BX	Jean-Luc Janet
Families First (South West) Limited	1 Merchants Place, River Street, Bolton BL2 1BX	Jean-Luc Janet
Pathway Care Solutions Group Limited	1 Merchants Place, River Street, Bolton BL2 1BX	Jean-Luc Janet
Partners in Parenting Limited	1 Merchants Place, River Street, Bolton BL2 1BX	Jean-Luc Janet

Acorn Academies Limited	1 Merchants Place, River Street, Bolton BL2 1BX	Jean-Luc Janet
Threemilestone Education Limited	1 Merchants Place, River Street, Bolton BL2 1BX	Jean-Luc Janet
Swan Fostering Ltd	1 Merchants Place, River Street, Bolton BL2 1BX	Jean-Luc Janet
Ascot College LImited	1 Merchants Place, River Street, Bolton BL2 1BX	Jean-Luc Janet
Pentangle Management and Consultancy Ltd	1 Merchants Place, River Street, Bolton BL2 1BX	Jean-Luc Janet
Heath Farm Fostering Agency Limited	1 Merchants Place, River Street, Bolton BL2 1BX	Jean-Luc Janet
Careforward Limited	1 Merchants Place, River Street, Bolton BL2 1BX	Jean-Luc Janet
Jafa (PIPSS) Ltd	1 Merchants Place, River Street, Bolton BL2 1BX	Jean-Luc Janet
Pathway Care Solutions Limited	1 Merchants Place, River Street, Bolton BL2 1BX	Jean-Luc Janet

EXECUTION PAGES

THE NEW CHARGORS

Executed as a)
Deed by **Acorn Care 1 Limited**)
(pursuant to a resolution of its Board)
of Directors) acting by:) Director

in the presence of:

Signature of witness

Name of witness: CARRY CHEN

Address of witness:

Dickson Minto W.S.
Broadgate Tower
20 Primrose Street
London EC2A 2EW

Executed as a)
Deed by **Acorn Care 2 Limited**)
(pursuant to a resolution of its Board)
of Directors) acting by:) Director

in the presence of:

Signature of witness

Name of witness: CARRY CHEN

Address of witness:

Dickson Minto W.S.
Broadgate Tower
20 Primrose Street
London EC2A 2EW

Executed as a)
Deed by **Acorn Care 3 Limited**)
(pursuant to a resolution of its Board)
of Directors) acting by:) Director

in the presence of:

Signature of witness:

Name of witness: CARRY CHEN

Address of witness:

Dickson Minto W.S.
Broadgate Tower
20 Primrose Street
London EC2A 2EW

Executed as a)
Deed by **Acorn Care 4 Limited**)
(pursuant to a resolution of its Board)
of Directors) acting by:) Director

in the presence of:

Signature of witness

Name of witness: CARRY CHEN

Address of witness:

Dickson Minto W.S.
Broadgate Tower
20 Primrose Street
London EC2A 2EW

Executed as a
Deed by **Acorn Care and Education Limited**
(pursuant to a resolution of its Board
of Directors) acting by:

[redacted]

Director

in the presence of:

Signature of witness: [redacted]

Name of witness: CARRY CHEN

Address of witness:

Dickson Minto W.S.
Broadgate Tower
20 Primrose Street
London EC2A 2EW

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

[redacted]

Director

in the presence of:

Signature of witness: [redacted]

Name of witness: CARRY CHEN

Address of witness:

Dickson Minto W.S.
Broadgate Tower
20 Primrose Street
London EC2A 2EW

Executed as a)
Deed by **Heath Farm Limited**)
(pursuant to a resolution of its Board)
of Directors) acting by:) Director

in the presence of:

Signature of witness: _____

Name of witness: CARRY CHEW

Address of witness:

Dickson Minto W.S.
Broadgate Tower
20 Primrose Street
London EC2A 2EW

Executed as a)
Deed by **Heath Farm Family Services Limited**)
(pursuant to a resolution of its Board)
of Directors) acting by:) Director

in the presence of:

Signature of witness _____

Name of witness: CARRY CHEW

Address of witness:

Dickson Minto W.S.
Broadgate Tower
20 Primrose Street
London EC2A 2EW

Executed as a)
Deed by **Knossington Grange School**)
Limited)
(pursuant to a resolution of its Board) Director
of Directors) acting by:

in the presence of:

Signature of witness: [redacted]

Name of witness: CARRY CHEN

Address of witness:

Dickson Minto W.S.
Broadgate Tower
20 Primrose Street
London EC2A 2EW

Executed as a)
Deed by **Longdon Hall School Limited**)
(pursuant to a resolution of its Board)
of Directors) acting by:) Director

in the presence of:

Signature of witness: [redacted]

Name of witness: CARRY CHEN

Address of witness:

Dickson Minto W.S.
Broadgate Tower
20 Primrose Street
London EC2A 2EW

Executed as a)
Deed by **Underley Schools Limited**)
(pursuant to a resolution of its Board)
of Directors) acting by:) Director

in the presence of:

Signature of witness:

Name of witness:

Address of witness:

Dickson Minto W.S.
Broadgate Tower
20 Primrose Street
London EC2A 2EW

Executed as a)
Deed by **Pathway Care Solutions II Limited**)
(pursuant to a resolution of its Board)
of Directors) acting by:) Director

in the presence of:

Signature of witness:

Name of witness:

Address of witness:

Dickson Minto W.S.
Broadgate Tower
20 Primrose Street
London EC2A 2EW

Executed as a)
Deed by **Belmont School Limited**)
(pursuant to a resolution of its Board)
of Directors) acting by:) Director

[redacted]

in the presence of:

Signature of witness: [redacted]

Name of witness: CARRY CHEN

Address of witness:

Dickson Minto W.S.
Broadgate Tower
20 Primrose Street
London EC2A 2EW

Executed as a)
Deed by **Hopscotch Solutions Limited**)
(pursuant to a resolution of its Board)
of Directors) acting by:) Director

[redacted]

in the presence of:

Signature of witness: [redacted]

Name of witness: CARRY CHEN

Address of witness:

Dickson Minto W.S.
Broadgate Tower
20 Primrose Street
London EC2A 2EW

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

[redacted]
Director

in the presence of:

Signature of witness: [redacted]

Name of witness: Carey Chen

Address of witness:

Dickson Minto W.S.
Broadgate Tower
20 Primrose Street
London EC2A 2EW

Executed as a
Deed by **Bramfield House School Limited**
(pursuant to a resolution of its Board
of Directors) acting by:

[redacted]
Director

in the presence of:

Signature of witness: [redacted]

Name of witness: Carey Chen

Address of witness:

Dickson Minto W.S.
Broadgate Tower
20 Primrose Street
London EC2A 2EW

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

[redacted]
Director

in the presence of:

Signature of witness: [redacted]

Name of witness: CARRY CHEN

Address of witness:

Dickson Minto W.S.
Broadgate Tower
20 Primrose Street
London EC2A 2EW

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

[redacted]
Director

in the presence of:

Signature of witness: [redacted]

Name of witness: CARRY CHEN

Address of witness:

Dickson Minto W.S.
Broadgate Tower
20 Primrose Street
London EC2A 2EW

Executed as a
Deed by **Focus on Fostering Limited**
(pursuant to a resolution of its Board
of Directors) acting by:

[redacted]
Director

in the presence of:

Signature of witness: [redacted]

Name of witness: CARRY CHEN

Address of witness:

Dickson Minto W.S.
Broadgate Tower
20 Primrose Street
London EC2A 2EW

Executed as a
Deed by **Fostering Solutions (Northern) Limited**
(pursuant to a resolution of its Board
of Directors) acting by:

[redacted]
Director

in the presence of:

Signature of witness: [redacted]

Name of witness: CARRY CHEN

Address of witness:

Dickson Minto W.S.
Broadgate Tower
20 Primrose Street
London EC2A 2EW

Executed as a)
Deed by **Happen Fostercare Limited**)
(pursuant to a resolution of its Board)
of Directors) acting by:) Director

in the presence of:

Signature of witness:

Name of witness: CARRY CHEN

Address of witness:

Dickson Minto W.S.
Broadgate Tower
20 Primrose Street
London EC2A 2EW

Executed as a)
Deed by **Happen Holdings Limited**)
(pursuant to a resolution of its Board)
of Directors) acting by:) Director

in the presence of:

Signature of witness:

Name of witness: CARRY CHEN

Address of witness:

Dickson Minto W.S.
Broadgate Tower
20 Primrose Street
London EC2A 2EW

Executed as a)
Deed by **Jafa North-East UK Ltd**)
(pursuant to a resolution of its Board)
of Directors) acting by:) Director

in the presence of:

Signature of witness: _____

Name of witness: CARRY CHEN

Address of witness:

Dickson Minto W.S.
Broadgate Tower
20 Primrose Street
London EC2A 2EW

Executed as a)
Deed by **Kids and Carers Limited**)
(pursuant to a resolution of its Board)
of Directors) acting by:) Director

in the presence of:

Signature of witness: _____

Name of witness: CARRY CHEN

Address of witness:

Dickson Minto W.S.
Broadgate Tower
20 Primrose Street
London EC2A 2EW

Executed as a)
Deed by **Underley Educational Services**)
(pursuant to a resolution of its Board)
of Directors) acting by:) Director

in the presence of:

Signature of witness:

Name of witness: CARRY CHEN

Address of witness:

Dickson Minto W.S.
Broadgate Tower
20 Primrose Street
London EC2A 2EW

Executed as a)
Deed by **Waterloo Lodge School Ltd**)
(pursuant to a resolution of its Board)
of Directors) acting by:) Director

in the presence of:

Signature of witness:

Name of witness: CARRY CHEN

Address of witness:

Dickson Minto W.S.
Broadgate Tower
20 Primrose Street
London EC2A 2EW

Executed as a)
Deed by **Kestrel House School Limited**)
(pursuant to a resolution of its Board)
of Directors) acting by:) Director

in the presence of:

Signature of witness: [redacted]

Name of witness: [redacted]

Address of witness:

Dickson Minto W.S.
Broadgate Tower
20 Primrose Street
London EC2A 2EW

Executed as a)
Deed by **Kestrel House London Limited**)
(pursuant to a resolution of its Board)
of Directors) acting by:) Director

in the presence of:

Signature of witness: [redacted]

Name of witness: [redacted]

Address of witness:

Dickson Minto W.S.
Broadgate Tower
20 Primrose Street
London EC2A 2EW

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

[redacted]
Director

in the presence of:

Signature of witness: [redacted]

Name of witness: CARLY CHEN

Address of witness:

Dickson Minto W.S.
Broadgate Tower
20 Primrose Street
London EC2A 2EW

Executed as a
Deed by **Meadowcroft Residential Schools Limited**
(pursuant to a resolution of its Board
of Directors) acting by:

[redacted]
Director

in the presence of:

Signature of witness: [redacted]

Name of witness: CARLY CHEN

Address of witness:

Dickson Minto W.S.
Broadgate Tower
20 Primrose Street
London EC2A 2EW

Executed as a)
Deed by **Pathway Care Group Limited**)
(pursuant to a resolution of its Board)
of Directors) acting by:) Director

in the presence of:

Signature of witness:

Name of witness: Carey Chen

Address of witness:

Dickson Minto W.S.
Broadgate Tower
20 Primrose Street
London EC2A 2EW

Executed as a)
Deed by **Pathway Care (Holdings) Limited**)
(pursuant to a resolution of its Board)
of Directors) acting by:) Director

in the presence of:

Signature of witness:

Name of witness: Carey Chen

Address of witness:

Dickson Minto W.S.
Broadgate Tower
20 Primrose Street
London EC2A 2EW

Executed as a)
Deed by **Pathway Care Limited**)
(pursuant to a resolution of its Board)
of Directors) acting by:) Director

in the presence of:

Signature of witness:

Name of witness:

Address of witness:

Dickson Minto W.S.
Broadgate Tower
20 Primrose Street
London EC2A 2EW

Executed as a)
Deed by **Pathway Care (West Wales) Limited**)
(pursuant to a resolution of its Board)
of Directors) acting by:) Director

in the presence of:

Signature of witness:

Name of witness:

Address of witness:

Dickson Minto W.S.
Broadgate Tower
20 Primrose Street
London EC2A 2EW

Executed as a)
Deed by **Pathway Care (Midlands) Limited**)
(pursuant to a resolution of its Board)
of Directors) acting by:) Director

in the presence of:

Signature of witness:

Name of witness: CARRY CHEW

Address of witness:

Dickson Minto W.S.
Broadgate Tower
20 Primrose Street
London EC2A 2EW

Executed as a)
Deed by **Pathway Care (Bristol) Limited**)
(pursuant to a resolution of its Board)
of Directors) acting by:) Director

in the presence of:

Signature of witness:

Name of witness: CARRY CHEW

Address of witness:

Dickson Minto W.S.
Broadgate Tower
20 Primrose Street
London EC2A 2EW

Executed as a)
Deed by **Families First (South West)**)
Limited)
(pursuant to a resolution of its Board) Director
of Directors) acting by:

[redacted]

in the presence of:

Signature of witness: [redacted]

Name of witness: CARRY CHEN

Address of witness:

Dickson Minto W.S.
Broadgate Tower
20 Primrose Street
London EC2A 2EW

Executed as a)
Deed by **Pathway Care Solutions Group**)
Limited)
(pursuant to a resolution of its Board) Director
of Directors) acting by:

[redacted]

in the presence of:

Signature of witness: [redacted]

Name of witness: CARRY CHEN

Address of witness:

Dickson Minto W.S.
Broadgate Tower
20 Primrose Street
London EC2A 2EW

Executed as a)
Deed by **Partners in Parenting Limited**)
(pursuant to a resolution of its Board)
of Directors) acting by:) Director

in the presence of:

Signature of witness

Name of witness:

Address of witness:

Dickson Minto W.S.
Broadgate Tower
20 Primrose Street
London EC2A 2EW

Executed as a)
Deed by **Acorn Academies Limited**)
(pursuant to a resolution of its Board)
of Directors) acting by:) Director

in the presence of:

Signature of witness

Name of witness:

Address of witness:

Dickson Minto W.S.
Broadgate Tower
20 Primrose Street
London EC2A 2EW

Executed as a)
Deed by **Threemilestone Education Limited**)
(pursuant to a resolution of its Board)
of Directors) acting by:) Director

in the presence of:

Signature of witness:

Name of witness: CARRY CHEN

Address of witness:

Dickson Minto W.S.
Broadgate Tower
20 Primrose Street
London EC2A 2EW

Executed as a)
Deed by **Swan Fostering Ltd**)
(pursuant to a resolution of its Board)
of Directors) acting by:) Director

in the presence of:

Signature of witness:

Name of witness: CARRY CHEN

Address of witness:

Dickson Minto W.S.
Broadgate Tower
20 Primrose Street
London EC2A 2EW

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

[redacted]
Director

in the presence of:

Signature of witness: [redacted]

Name of witness:

Address of witness:

Dickson Minto W.S
Broadgate Tower
20 Primrose Street
London EC2A 2EW

Executed as a
Deed by **Pentangle Management and Consultancy Ltd**
(pursuant to a resolution of its Board
of Directors) acting by:

[redacted]
Director

in the presence of:

Signature of witness: [redacted]

Name of witness:

Address of witness:

Dickson Minto W.S.
Broadgate Tower
20 Primrose Street
London EC2A 2EW

Executed as a
Deed by **Heath Farm Fostering Agency Limited**
(pursuant to a resolution of its Board of Directors) acting by:

[redacted]
Director

in the presence of:

Signature of witness: [redacted]

Name of witness: CARRY CHEN

Address of witness:

Dickson Minto W.S.
Broadgate Tower
20 Primrose Street
London EC2A 2EW

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

[redacted]
Director

in the presence of:

Signature of witness: [redacted]

Name of witness: CARRY CHEN

Address of witness:

Dickson Minto W.S.
Broadgate Tower
20 Primrose Street
London EC2A 2EW

Executed as a)
Deed by **Jafa (PIPSS) Ltd**)
(pursuant to a resolution of its Board)
of Directors) acting by:) Director

in the presence of:

Signature of witness:

Name of witness: CARRY CHEN

Address of witness:

Dickson Minto W.S.
Broadgate Tower
20 Primrose Street
London EC2A 2EW

Executed as a)
Deed by **Pathway Care Solutions Limited**)
(pursuant to a resolution of its Board)
of Directors) acting by:) Director

in the presence of:

Signature of witness:

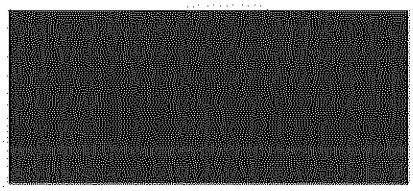
Name of witness: CARRY CHEN

Address of witness:

Dickson Minto W.S.
Broadgate Tower
20 Primrose Street
London EC2A 2EW

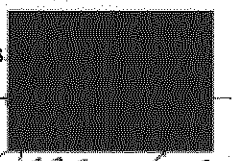
THE PARENT

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:

Address of witness:

Dickson Minto W.S.
Broadgate Tower
20 Primrose Street
London EC2A 2EW

THE SECURITY AGENT

Signed by)
for and on behalf of)
Sumitomo Mitsui Banking Corporation)
Europe Limited) Authorised Signatory

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:

_____

Address of witness:

_____

_____

_____

THE SECURITY AGENT

Signed by)
for and on behalf of)
Sumitomo Mitsui Banking Corporation)
Europe Limited) Authorised Signatory

[redacted] JOYCE HORNE
AUTHORISED SIGNATORY

[redacted]

...ai Ikegami
...anager