



Registration of a Charge

Company Name: **PATHWAY CARE (MIDLANDS) LIMITED**

Company Number: **04792028**



XCWXYKVL

Received for filing in Electronic Format on the: **15/02/2024**

Details of Charge

Date of creation: **08/02/2024**

Charge code: **0479 2028 0008**

Persons entitled: **KROLL TRUSTEE SERVICES LIMITED (AS SECURITY TRUSTEE FOR THE SECURED PARTIES)**

Brief description: **ALL CURRENT AND FUTURE REAL PROPERTY (EXCEPT FOR ANY EXCLUDED PROPERTY) AND INTELLECTUAL PROPERTY (EXCEPT FOR ANY EXCLUDED ASSETS) OWNED BY THE COMPANY, IN EACH CASE AS SPECIFIED (AND DEFINED) IN THE SECURITY ACCESSION DEED 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 S. 859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY**

**INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR
REGISTRATION IS A TRUE COPY OF THE ORIGINAL INSTRUMENT.**

Certified by:

DANIEL RASHBROOK



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4792028

Charge code: 0479 2028 0008

The Registrar of Companies for England and Wales hereby certifies that a charge dated 8th February 2024 and created by PATHWAY CARE (MIDLANDS) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 15th February 2024 .

Given at Companies House, Cardiff on 19th February 2024

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**

EXECUTION VERSION**SECURITY ACCESSION DEED**

THIS SECURITY ACCESSION DEED is made on 8 February 2024

BETWEEN:

- (1) **SSCP SPRING MIDCO 3B LIMITED** with registered number 15018902, on behalf of the existing Chargors (the "**Parent**");
- (2) **THE CHARGORS** listed in Schedule 1 (*New Chargors*) to this deed (each a "**New Chargor**" and together, the "**New Chargors**"); and
- (3) **KROLL TRUSTEE SERVICES LIMITED** as security trustee for itself and the other Secured Parties (the "**Security Agent**").

RECITAL:

This deed is supplemental to a debenture dated 14 November 2023 between, among others, the Original Chargors (as defined therein) and the Security Agent, as previously supplemented and amended by earlier Security Accession Deeds (if any) (the "**Debenture**").

NOW THIS DEED WITNESSES as follows:**1. INTERPRETATION****1.1 Definitions**

Terms defined in the Debenture shall have the same meaning when used in this deed.

1.2 Construction

Clauses 1.2 (*Terms Defined in the Intercreditor Agreement*) and 1.3 (*Construction*) of the Debenture will be deemed to be set out in full in this deed, but as if references in those clauses to the Debenture were references to this deed.

2. ACCESSION OF NEW CHARGOR**2.1 Accession**

Each New Chargor agrees to be a Chargor for the purposes of the Debenture with immediate effect and agrees to be bound by all of the terms of the Debenture as if it had originally been a party to it 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 Secured Parties) that it shall, on demand of the Security Agent pay, discharge and satisfy the Secured Obligations in accordance with the terms of the Finance Documents. The making of one demand shall not preclude the Security Agent from making any further demands.

2.3 Specific Security

- (a) Each New Chargor, as continuing security for the payment of the Secured Obligations, charges in favour of the Security Agent (as trustee for the Secured Parties) the following

assets, both present and future, from time to time owned by it or in which it has an interest:

- (i) by way of fixed charge, all of its rights, title and interest in and to:
 - (A) its Real Property and all Related Rights;
 - (B) its Tangible Moveable Property and all Related Rights (to the extent not charged pursuant to paragraph 2.3(a)(i)(A) above);
 - (C) its Accounts;
 - (D) all of its Related Rights in relation to the assets charged by paragraph 2.3(a)(i)(C) above;
 - (E) its Monetary Claims other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to this deed);
 - (F) all of its Related Rights in relation to the assets charged by paragraph 2.3(a)(i)(E) above (to the extent not already charged under paragraph 2.3(a)(i)(E) above);
 - (G) its Investments and all dividends, interest and other monies payable in respect of those Investments;
 - (H) all of its Related Rights in relation to the assets charged by paragraph 2.3(a)(i)(G) above (whether derived by way of redemption, bonus, preference, options, substitution, conversion, compensation or otherwise);
 - (I) its Shares and all proceeds of sale, dividends, interest and other monies payable in respect of those Shares;
 - (J) all of its Related Rights in relation to the assets charged by paragraph 2.3(a)(i)(I) above (whether derived by way of redemption, bonus preference, options, substitution, conversion, compensation or otherwise);
 - (K) its Intellectual Property;
 - (L) all of its Related Rights in relation to the assets charged by paragraph 2.3(a)(i)(K) above, in each case, whether registered or not and including all applications for the same;
 - (M) its Specified Intellectual Property;
 - (N) all of its Related Rights in relation to the assets charged by paragraph 2.3(a)(i)(M) above, in each case, whether registered or not and including all applications for the same;
 - (O) any goodwill, rights and claims in relation to the uncalled capital of the New Chargor;
 - (P) (to the extent not validly and effectively assigned pursuant to paragraph (ii) below) each Relevant Contract and each Insurance Policy of the New Chargor;

(Q) all of its Related Rights in relation to the assets charged by paragraph 2.3(a)(i)(P) above; and

(R) Real Property acquired by it after the date of this Deed,

but excluding, for the avoidance of doubt, its rights, title and interest in and to any Excluded Assets, Excluded Shares and/or Excluded Property; and

(ii) by way of assignment by way of security (subject to a proviso for reassignment on redemption), all of its rights, claims, title and interest in and to the proceeds of each:

(A) Insurance Policy of the New Chargor and all Related Rights; and

(B) Relevant Contracts to which the New Chargor is a party and all Related Rights.

2.4 Floating charge

- (a) Each New Chargor charges by way of first floating charge in favour of the Security Agent (as trustee for the Secured Parties) all present and future assets and undertakings of that New Chargor.
- (b) The floating charge created pursuant to paragraph (a) above shall be deferred in point of priority to all Fixed Security validly and effectively created by each New Chargor under the Finance Documents in favour of the Security Agent as security for the Secured Obligations.
- (c) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 ("**Paragraph 14**") shall apply to this deed and the floating charge created by this Clause is a qualifying floating charge for the purpose of Paragraph 14.

3. CONSENT OF EXISTING CHARGORS

The Parent as Obligors' Agent confirms that the existing Chargors agree to the terms of this deed and agree that its execution will in no way prejudice or affect the security granted by each of the existing Chargors under (and covenants given by each of them in) the Debenture.

4. CONSTRUCTION OF DEBENTURE

The Debenture and this deed shall be read together as one instrument on the basis that references in the Debenture to "this deed" or "this Debenture" will be deemed to include this deed.

5. PROVISIONS AS TO SECURITY AND PERFECTION

5.1 Negative pledge and restrictions on dealings

Except as permitted by the Finance Documents, no New Chargor shall at any time during the Security Period create or permit to subsist any Security over all or any part of the Charged Assets or dispose of any part of the Charged Assets.

5.2 Application to the Land Registry

- (a) Following the occurrence of a Declared Default, each New Chargor hereby consents to an application being made to the Land Registry to enter the following restriction in the Proprietorship Register of any registered land at any time forming part of the Real Property:

“No transfer or charge of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated [•] in favour of [•] referred to in the charges register or their conveyancer.”

6. POWER OF ATTORNEY

6.1 Appointment and powers

- (a) Subject to Clause 19.2 (*Cumulative rights*) of the Debenture, each New Chargor by way of security irrevocably appoints the Security Agent and separately any nominee and/or any Receiver severally to be its attorney and in its name, on its behalf and as its act and deed to execute, deliver and perfect all other documents and do all things which the attorney may reasonably consider to be required for:
 - (i) carrying out any obligation imposed on the New Chargor by this deed or any other agreement binding on the New Chargor to which the Security Agent is party (including the execution and delivery of any deeds, charges, assignments or other security and any transfers of the Charged Assets and perfecting and/or releasing the Security created or intended to be created in respect of the Charged Assets); and
 - (ii) enabling the Security Agent, any nominee and/or any Receiver to exercise (subject to Clause 8.5 (*Waiver of voting rights by Security Agent*) of the Debenture), or delegate the exercise of, any of the rights, powers and authorities conferred on them by or pursuant to this deed or by law (including, on or after the date upon which this deed has become enforceable in accordance with Clause 12 (*Enforcement of Security*) of the Debenture, the exercise of any right of a legal or beneficial owner of the Charged Assets).

6.2 Use of powers

The Security Agent and any Receiver shall only be able to exercise a power of attorney under this deed after:

- (a) the occurrence of a Declared Default; or
- (b) any New Chargor has failed to comply with the terms of Clause 6 (*Provisions as to Security and Perfection*) of the Debenture and Clause 7 (*Further Assurance*) of the Debenture after (i) being notified of such failure (with a copy of such notice being served on the Company) and being requested to comply, and (ii) the expiry of any grace period applicable thereto.

6.3 Ratification

Each New Chargor shall ratify and confirm all things done and all documents executed by any attorney in the proper exercise of all or any of his powers.

6.4 Sums recoverable

All sums expended by the Security Agent, any nominee and/or any Receiver under this Clause 6 shall be recoverable from each New Chargor under the terms of clause 20 (*Costs and expenses*) and clause 21 (*Other Indemnities*) of the Intercreditor Agreement.

7. **NOTICES**

Each New Chargor's address details for notices are as follows:

Address: NFA Group, Atria, Spa Road, Bolton, United Kingdom, BL1 4AG.

Attention: Ryan Edwards

8. **GOVERNING LAW**

This deed and all non-contractual obligations arising out of or in connection with it are governed by English law.

9. **JURISDICTION**

9.1 **English Courts**

The courts of England have exclusive jurisdiction to settle any dispute (a "**Dispute**") arising out of, or in connection with this deed (including a dispute relating to the existence, validity or termination of this deed or the consequences of its nullity or any non-contractual obligations arising out of or in connection with this deed).

9.2 **Convenient Forum**

The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes between them and, accordingly, that they will not argue to the contrary.

9.3 **Exclusive Jurisdiction**

This Clause 9 (*Jurisdiction*) is for the benefit of the Security Agent only. As a result, and notwithstanding Clause 9.1 (*English Courts*), it does not prevent the Security Agent from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law the Security Agent may take concurrent proceedings in any number of jurisdictions.

IN WITNESS whereof this deed has been duly executed on the date first above written.

**SCHEDULE 1
NEW CHARGORS**

| Name of New Chargor | Registration Number |
|---|----------------------------|
| A.W. Consultancy Limited | 05215200 |
| Alliance Foster Care Limited | 04249271 |
| Alpha Plus Fostering Limited | 06019106 |
| Archway Care Limited | 04387904 |
| Belton Associates (Group Holdings) Limited | 07875698 |
| Belton Associates Group Limited | 08033793 |
| Belton Associates Holdings Limited | 07877276 |
| Brighter Futures Foster Care Ltd | 06846257 |
| Care Administration & Management Services Limited | 02516955 |
| Child Care Bureau Limited | 04222171 |
| Children First Fostering Agency Limited | 03894588 |
| Enhanced Foster Care Limited | 06192133 |
| Family Placement.com Limited | 04307071 |
| Focus on Fostering Limited | 04371679 |
| Fostering Solutions Limited | 04006225 |
| Fostering Solutions (Hitchin) Limited | 04614052 |
| Fostering Solutions (Northern) Limited | 05491569 |
| Heath Farm Family Services Limited | 05470925 |
| Independent Foster Care Services Limited | 04645203 |
| Jay Fostering Limited | 04822721 |
| Lesley Ann Consultancy Limited | 05215210 |
| National Fostering Agency West Limited | 04665971 |
| National Fostering Group Limited | 07879023 |
| Next Step Fostering Services Limited | 05160087 |
| NFA Partnerships Limited | 06730289 |
| NFAG Limited | 05989704 |
| NFAH Limited | 05989700 |
| NFAP Limited | 06836218 |
| Pathway Care (Bristol) Limited | 04792033 |
| Pathway Care Group Limited | 05552469 |
| Pathway Care (Holdings) Limited | 04659182 |
| Pathway Care (Midlands) Limited | 04792028 |
| Pathway Care South West Limited | 05798137 |
| Reach-Out Care Limited | 03816191 |
| Ryancare Fostering Limited | 04372220 |
| Safehouses Limited | 03402034 |
| Safehouses Fostering Limited | 04017017 |
| The Foster Care Agency Limited | 04234023 |
| The National Fostering Agency (Scotland) Limited | 05480281 |
| The National Fostering Agency Limited | 03127814 |

SCHEDULE 2
SHARES

| Name of New Chargor | Shares |
|--|--|
| Belton Associates (Group Holdings) Limited | 2 ordinary shares of £1.00 each in the capital of Belton Associates Group Limited |
| Belton Associates Group Limited | 1 ordinary share of £0.01 in the capital of Belton Associates Holdings Limited |
| Belton Associates Holdings Limited | 1 ordinary share of £0.01 in the capital of National Fostering Group Limited |
| National Fostering Group Limited | 151 ordinary shares of £1.00 each in the capital of Archway Care Limited |
| | 48,650 ordinary shares of £0.01 each, 50,100 A ordinary shares of £0.01 each and 1,200 B ordinary shares of £0.01 in the capital of NFAH Limited |
| | 100 ordinary shares of £1.00 in the capital of Brighter Futures Foster Care Ltd |
| | 100 ordinary shares of £1.00 each in the capital of Child Care Bureau Limited |
| | 100 ordinary shares of £1.00 each in the capital of Family Placement.com Limited |
| | 1 ordinary share of £1.00 in the capital of Independent Foster Care Services Limited |
| | 170 ordinary shares of £1.00 each, 800 A ordinary shares of £1.00 each and 10 B ordinary shares of £1.00 each in the capital of NFA Partnerships Limited |
| | 1 ordinary share of £1.00 in the share capital of Enhanced Foster Care Limited |
| | 3 ordinary shares of £1.00 each in the capital of Heath Farm Family Services Limited |
| | 10 A ordinary shares of £1.00 each and 1 B ordinary share of £0.10 in the capital of Fostering Solutions Limited |
| | 8 ordinary shares of £1.00 each, 1 A ordinary share of £1.00 and 1 B ordinary share of £1.00 in the share capital of A.W. Consultancy Limited |
| | 200 ordinary shares of £1.00 each and 1 B ordinary share of £1.00 in the capital of Lesley Ann Consultancy Limited |
| NFAH Limited | 1 ordinary share of £0.01 in the capital of NFAG Limited |
| NFAG Limited | 2 ordinary shares of £1.00 each in the capital of The Foster Care Agency Limited |
| | 100 ordinary shares of £1.00 each in the capital of The National Fostering Agency Limited |
| | 100 ordinary shares of £1.00 each in the capital of The National Fostering Agency (Scotland) Limited |
| NFA Partnerships Limited | 1 ordinary share of £1.00 in the capital of NFAP Limited |
| NFAP Limited | 100 ordinary shares of £1.00 each in the capital of Alliance Foster Care Limited |
| | 900 ordinary shares of £1.00 each in the capital of Alpha Plus Fostering Limited |
| | 2,500 ordinary shares of £0.10 each in the capital of Care Administration & Management Services Limited |

| Name of New Chorgor | Shares |
|---------------------------------|---|
| | 100 A ordinary shares of £1.00 each, 1 B ordinary share of £1.00 and 1 C ordinary share of £1.00 in the capital of Children First Fostering Agency Limited |
| | 100 ordinary shares of £1.00 each in the capital of Jay Fostering Limited |
| A.W. Consultancy Limited | 85 ordinary shares of £1.00 each and 1 B ordinary share in the capital of Next Step Fostering Services Limited |
| | 850 ordinary shares of £1.00 each in the share capital of Safehouses Fostering Limited |
| Lesley Ann Consultancy Limited | 15 ordinary shares of £1.00 each and 1 A ordinary share in the capital of Next Step Fostering Services Limited |
| | 150 ordinary shares of £1.00 each in the share capital of Safehouses Fostering Limited |
| Fostering Solutions Limited | 90 ordinary shares of £1.00 each in the capital of Focus on Fostering Limited |
| | 1 ordinary share of £1.00 in the capital of Fostering Solutions (Hitchin) Limited |
| | 8,569,606 A ordinary shares of £0.01 each and 9,005 B ordinary shares of £0.00001 each in the share capital of Pathway Care Group Limited |
| | 385,482 ordinary shares of £1.00 each in the share capital of Advance Foster Care Limited |
| | 1,000 ordinary shares of £1.00 each in the share capital of Careforward Limited |
| | 2 ordinary shares of £1.00 each in the share capital of Happen Holdings Limited |
| | 1,400 ordinary shares of £1.00 each in the share capital of Jafa North-East UK Ltd |
| | 6 ordinary shares of £1.00 each in the share capital of Kids and Carers Limited |
| | 100 ordinary shares of £1.00 each in the share capital of The Clarion Agency Limited |
| Pathway Care Group Limited | 1,500 ordinary shares of £1.00 each, 500 B ordinary shares of £1.00 each, 376 C preference shares of £1.00 each and 1,200 D preference shares of £1.00 each in the capital of Pathway Care (Holdings) Limited |
| Pathway Care (Holdings) Limited | 100 ordinary shares of £1.00 each in the capital of National Fostering Agency West Limited |
| | 100 ordinary shares of £1.00 each in the capital of Pathway Care (Bristol) Limited |
| | 100 ordinary shares of £1.00 each in the capital of Pathway Care (Midlands) Limited |
| | 15,000 ordinary shares of £1.00 each in the capital of Pathway Care South West Limited |
| | 1,000 ordinary shares of £1.00 each in the share capital of Partners in Parenting Limited |
| | 100 ordinary shares of £1.00 each in the share capital of Pentangle Management and Consultancy Limited |

**SCHEDULE 3
ACCOUNTS**

| Chargor | Account bank | Account number | Sort code |
|--|---------------------|-----------------------|------------------|
| A.W. Consultancy Limited | HSBC | | |
| Alliance Foster Care Limited | HSBC | | |
| Alpha Plus Fostering Limited | HSBC | | |
| Archway Care Limited | HSBC | | |
| Brighter Futures Foster Care Ltd | HSBC | | |
| Child Care Bureau Limited | HSBC | | |
| Child Care Bureau Limited | Lloyds | | |
| Children First Fostering Agency Limited | HSBC | | |
| Enhanced Foster Care Limited | Lloyds | | |
| Fostering Solutions Limited | Barclays | | |
| Fostering Solutions Limited | Barclays | | |
| Fostering Solutions Limited | Barclays | | |
| Fostering Solutions Limited | Barclays | | |
| Fostering Solutions Limited | Barclays | | |
| Fostering Solutions Limited | Barclays | | |
| Independent Foster Care Services Limited | HSBC | | |
| Jay Fostering Limited | HSBC | | |
| Lesley Ann Consultancy Limited | HSBC | | |
| National Fostering Group Limited | HSBC | | |
| Next Step Fostering Services Limited | HSBC | | |
| Pathway Care (Bristol) Limited | Barclays | | |
| Pathway Care (Midlands) Limited | Barclays | | |
| Reach-Out Care Limited | Lloyds | | |
| Ryancare Fostering Limited | HSBC | | |
| Ryancare Fostering Limited | HSBC | | |
| Safehouses Fostering Limited | HSBC | | |
| Safehouses Limited | HSBC | | |
| The Foster Care Agency Limited | Natwest | | |
| The Foster Care Agency Limited | Natwest | | |
| The National Fostering Agency Limited | HSCB | | |
| The National Fostering Agency Limited | Natwest | | |
| The National Fostering Agency Limited | Natwest | | |
| The National Fostering Agency Limited | Natwest | | |
| The National Fostering Agency (Scotland) Limited | HSBC | | |
| The National Fostering Agency (Scotland) Limited | Natwest | | |
| The National Fostering Agency (Scotland) Limited | Natwest | | |

SCHEDULE 4
SPECIFIED INTELLECTUAL PROPERTY

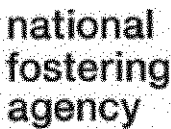








Patents











None at the date of this deed










Domain Names







None at the date of this deed



Trade marks








| Proprietor | TM Number | Apparent status | Classes | Mark text |
|----------------------------------|----------------|-----------------|-----------------------|--|
| National Fostering Group Limited | UK000024993 03 | Registered | 09, 16, 41, 43 and 45 | NATIONAL FOSTERING AGENCY (Series of 5) |
| | | | |  |
| | | | |  |
| | | | |  |
| | | | |  |
| | | | |  |
| | UK000024993 04 | Registered | 09, 16, 41, 43 and 45 | NFA (Series of 3) |
| | | | |  |
| | | | |  |
| | | | |  |
| | UK000024993 05 | Registered | 09, 16, 41, 43 and 45 | NFA / NATIONAL FOSTERING AGENCY (Series of 2) |
| | | | |  |








| Proprietor | TM Number | Apparent status | Classes | Mark text |
|------------|-------------------|-----------------|--------------------------|--|
| | UK000025403 86 | Registered | 09, 16, 41, 43 and 45 |  |
| | | | | NFAP (Series of 3) |
| | | | |  |
| | | | |  |
| | UK000025403 87 | Registered | 09, 16, 41, 43 and 45 |  |
| | | | | CHILDREN FIRST (Series of 3) |
| | | | |  |
| | | | |  |
| | UK000025403 88 | Registered | 09, 16, 41, 43 and 45 |  |
| | | | | ALPHAPLUS FOSTERING (Series of 3) |
| | | | |  |
| | | | |  |
| | UK009093191 12 | Registered | 09, 16, 41, 43 and 45 |  |
| | | | | CHILDREN ARE THE HEART OF EVERYTHING WE DO (plus logo) |

| Proprietor | TM Number | Apparent status | Classes | Mark text |
|------------|---------------|-----------------|-----------------------|--|
| | UK00002540389 | Registered | 09, 16, 41, 43 and 45 |  children are the heart of everything we do |
| | | | | CHILDREN ARE THE HEART OF EVERYTHING WE DO (Series of 4) |
| | | | |  children are the heart of everything we do |
| | | | |  children are the heart of everything we do |
| | | | |  children are the heart of everything we do |
| | | | |  children are the heart of everything we do |
| | UK00002540151 | Registered | 09, 16, 41, 43 and 45 | ALLIANCE FOSTER CARE (Series of 3) |
| | | | |  Alliance Foster Care |
| | | | |  Alliance Foster Care |
| | UK00002578038 | Registered | 09, 16 and 41 | COOKS & KIDS |
| | | | |  |
| | UK00003317348 | Registered | 09, 16, 41, 43 and 45 | LITTLE STEPS. BIG OUTCOMES (Series of 2) |
| | | | |  little steps. big outcomes. |

| Proprietor | TM Number | Apparent status | Classes | Mark text |
|------------|-------------------|-----------------|------------------------------|--|
| | | | |  <i>little steps big outcomes.</i> |
| | UK000034478 41 | Registered | 09, 16, 35, 41, 43 and 45 | NATIONAL FOSTERING GROUP 1 |
| | | | |  |
| | UK000034478 44 | Registered | 09, 16, 35, 41, 43 and 45 | NATIONAL FOSTERING GROUP 2 |
| | | | |  |
| | UK000034478 49 | Registered | 09, 16, 35, 41, 43 and 45 | NATIONAL FOSTERING GROUP 3 (Series of 2) |
| | | | | National Fostering Group |
| | | | | NATIONAL FOSTERING GROUP |
| | UK000035201 34 | Registered | 35, 41, 43 and 45 | KINDERCARE FOSTERING NORTHERN IRELAND 1 (Series of 3) |
| | | | |  |
| | | | |  |
| | | | |  |
| | UK000035189 35 | Registered | 35, 41, 43 and 45 | KINDERCARE |
| | | | | KINDERCARE |
| | UK000035189 42 | Registered | 35, 41, 43 and 45 | KINDERCARE FOSTERING |
| | | | | KINDERCARE FOSTERING |

| Proprietor | TM Number | Apparent status | Classes | Mark text |
|------------|-------------------|-----------------|--------------------------|--|
| | UK000035189 49 | Registered | 35, 41, 43 and 45 | KINDERCARE NORTHERN IRELAND |
| | | | | KINDERCARE NORTHERN IRELAND |
| | UK000035189 51 | Registered | 35, 41, 43 and 45 | KINDERCARE FOSTERING NORTHERN IRELAND 2 |
| | | | | KINDERCARE FOSTERING NORTHERN IRELAND |
| | UK000236739 0A | Registered | 41, 43 and 45 | NFA (Series of 2) |
| | | | | NFA |
| | | | | nfa |
| | UK000236739 0B | Registered | 41, 43 and 45 | NFA (black & white and colour) (Series of 2) |
| | | | | nfa |
| | | | | nfa |
| | UK000236738 9A | Registered | 41, 43 and 45 | NATIONAL FOSTERING AGENCY (stylised) (Series of 2) |
| | | | | NATIONAL FOSTERING AGENCY |
| | | | | National Fostering Agency |
| | UK000236738 9B | Registered | 41, 43 and 45 | NFA - NATIONAL FOSTERING AGENCY |
| | | | |  |
| | UK000030237 68 | Registered | 09, 16, 41, 43 and 45 | FOSTERING RELATIONS 1 |
| | | | |  |
| | UK000030237 71 | Registered | | FOSTERING RELATIONS 2 |

| Proprietor | TM Number | Apparent status | Classes | Mark text |
|------------|-------------------|-----------------|-----------------------|--|
| | | | 09, 16, 41, 43 and 45 | Fostering Relations |
| | UK000030237 67 | Registered | 09, 16, 41, 43 and 45 | FOSTERING RELATIONS LOGO ONLY |
| | | | |  |
| | UK000024839 45 | Registered | 45 | PATHWAY CARE |
| | | | | PATHWAY CARE |
| | UK000031572 49 | Registered | 41 and 45 | HEATH FARM |
| | | | | HEATH FARM |
| | UK000031572 51 | Registered | 41 and 45 | UNKNOWN LOGO (Series of 2) |
| | | | |  |
| | | | |  |
| | UK000025395 60 | Registered | 35, 41 and 45 | FOSTERING SOLUTIONS YLIFA (Series of 2) |
| | | | |  |
| | | | |  |
| | UK000031572 47 | Registered | 45 | FOSTERING SOLUTIONS LOGO ONLY (Series of 2) |
| | | | |  |
| | | | |  |
| | UK000031583 44 | Registered | 45 | FOSTERING SOLUTIONS (Series of 2) |

| Proprietor | TM Number | Apparent status | Classes | Mark text |
|------------------------------|-------------------|-----------------|------------------------------|--|
| | | | |  |
| | | | |  |
| | UK000031572 45 | Registered | 43 and 45 | UNKNOWN LOGO 2 |
| | | | |  |
| | UK000033668 39 | Registered | 35, 36, 41, 43, 44 and 45 | SUNFLOWER FOSTERING 1 |
| | | | | SUNFLOWER FOSTERING |
| | UK000033668 41 | Registered | 35, 36, 41, 43, 44 and 45 | SUNFLOWER FOSTERING 2 (Series of 2) |
| | | | |  |
| | | | |  |
| Safehouses Fostering Limited | UK000035940 02 | Registered | 16, 35, 41, 43 and 45 | SAFEHOUSES PROFESSIONAL FOSTERING SERVICES (SERIES OF 2) |
| | | | |  |
| | | | |  |

**SCHEDULE 5
RELEVANT CONTRACTS**

None at the date of this deed

EXECUTION PAGE TO SECURITY ACCESSION DEED
THE NEW CHARGORS

Executed as a deed by **A.W. CONSULTANCY**)
LIMITED acting by two directors:)
)
)

Director  **Ryan David Edwards**

Director  **Stephen Christie**

Executed as a deed by **ALLIANCE FOSTER CARE**)
LIMITED acting by two directors:)
)
)

Director  **Ryan David Edwards**

Director  **Stephen Christie**

Executed as a deed by **ALPHA PLUS FOSTERING**)
LIMITED acting by two directors:)

Director

[Redacted Signature]

Ryan David Edwards

Director

[Redacted Signature]

Stephen Christie

Executed as a deed by **ARCHWAY CARE**)
LIMITED acting by two directors:)

Director

[Redacted Signature]

Ryan David Edwards

Director

[Redacted Signature]

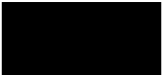
Stephen Christie

Executed as a deed by **BELTON ASSOCIATES**)
(GROUP HOLDINGS) LIMITED acting by two)
directors:)

Director



Ryan David Edwards



Stephen Christie

Executed as a deed by **BELTON ASSOCIATES**)
GROUP LIMITED acting by two directors:)

Director



Ryan David Edwards



Stephen Christie

Executed as a deed by **BELTON ASSOCIATES**)
HOLDINGS LIMITED acting by two directors:)
)

Director

[Redacted Signature]

Ryan David Edwards

[Redacted Signature]

Stephen Christie

Executed as a deed by **BRIGHTER FUTURES**)
FOSTER CARE LTD acting by two directors:)
)

Director

[Redacted Signature]

Ryan David Edwards

[Redacted Signature]

Stephen Christie

Executed as a deed by **CARE ADMINISTRATION**)
& MANAGEMENT SERVICES LIMITED)
acting by two directors:)

Director

[Redacted Signature]

Ryan David Edwards

Director

[Redacted Signature]

Stephen Christie

Executed as a deed by **CHILD CARE BUREAU**)
LIMITED acting by two directors:)

Director

[Redacted Signature]

Ryan David Edwards

Director

[Redacted Signature]

Stephen Christie

Executed as a deed by **CHILDREN FIRST
FOSTERING AGENCY LIMITED** acting by two
directors:

)
)
)
)
Director  **Ryan David Edwards**
.....



Director  **Stephen Christie**
.....

Executed as a deed by **ENHANCED FOSTER
CARE LIMITED** acting by two directors:



)
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)
Director  **Ryan David Edwards**
.....

Director  **Stephen Christie**
.....

Executed as a deed by **FAMILY
PLACEMENT.COM LIMITED** acting by two
directors:

| | | | |
|----------|---|--|--------------------|
| |) | | |
| |) | | |
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| |) | | |
| Director | |  | Ryan David Edwards |
| | | | |
| Director | |  | Stephen Christie |
| | | | |

Executed as a deed by **FOCUS ON FOSTERING
LIMITED** acting by two directors:

| | | | |
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| |) | | |
| |) | | |
| |) | | |
| |) | | |
| Director | |  | Ryan David Edwards |
| | | | |
| Director | |  | Stephen Christie |
| | | | |

Executed as a deed by **FOSTERING SOLUTIONS**)
LIMITED acting by two directors:)

Director

[Redacted Signature]

Ryan David Edwards

Director

[Redacted Signature]

Stephen Christie

Executed as a deed by **FOSTERING SOLUTIONS**)
(HITCHIN) LIMITED acting by two directors:)

Director

[Redacted Signature]

Ryan David Edwards

Director

[Redacted Signature]

Stephen Christie

Executed as a deed by **FOSTERING SOLUTIONS**)
(NORTHERN) LIMITED acting by two directors:)

Director

[Redacted Signature]

Ryan David Edwards

Director

[Redacted Signature]

Stephen Christie

Executed as a deed by **HEATH FARM FAMILY**)
SERVICES LIMITED acting by two directors:)

Director

[Redacted Signature]

Ryan David Edwards

Director

[Redacted Signature]

Stephen Christie

Executed as a deed by **INDEPENDENT FOSTER**)
CARE SERVICES LIMITED acting by two directors:)
)

Director



Ryan David Edwards



Stephen Christie

Executed as a deed by **JAY FOSTERING LIMITED**)
acting by two directors:)
)



Director





Ryan David Edwards

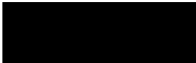



Stephen Christie

Executed as a deed by **LESLEY ANN**)
CONSULTANCY LIMITED acting by two directors:)
)
)
Director  **Ryan David Edwards**
Director  **Stephen Christie**


Executed as a deed by **NATIONAL FOSTERING**)
AGENCY WEST LIMITED acting by two directors:)
)
)
Director  **Ryan David Edwards**
Director  **Stephen Christie**


Executed as a deed by **NATIONAL FOSTERING**)
GROUP LIMITED acting by two directors:)
)
)

Director  **Ryan David Edwards**



Director  **Stephen Christie**

Executed as a deed by **NEXT STEP FOSTERING**)
SERVICES LIMITED acting by two directors:)
)
)



Director  **Ryan David Edwards**

Director  **Stephen Christie**

Executed as a deed by **NFA PARTNERSHIPS LIMITED** acting by two directors:

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|) | | |
| Director |  | Ryan David Edwards |
| | | |
| Director |  | Stephen Christie |
| | | |

Executed as a deed by **NFAG LIMITED** acting by two directors:

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|) | | |
| Director |  | Ryan David Edwards |
| | | |
| Director |  | Stephen Christie |
| | | |

Executed as a deed by **NFAH LIMITED** acting by
two directors:

)
)
)
)
Director



Ryan David Edwards

Director



Stephen Christie

Executed as a deed by **NFAP LIMITED** acting by
two directors:

)
)
)
)
Director





Ryan David Edwards

Director





Stephen Christie

Executed as a deed by **PATHWAY CARE**
(BRISTOL) LIMITED acting by two directors:

)
)
)
)
Director  **Ryan David Edwards**
Director  **Stephen Christie**

Executed as a deed by **PATHWAY CARE GROUP**
LIMITED acting by two directors:

)
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)
Director  **Ryan David Edwards**
Director  **Stephen Christie**

Executed as a deed by **PATHWAY CARE**
(HOLDINGS) LIMITED acting by two directors:

)
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)
)

Director

Ryan David Edwards

Director

Stephen Christie

Executed as a deed by **PATHWAY CARE**
(MIDLANDS) LIMITED acting by two directors:

)
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)

Director

Ryan David Edwards

Director

Stephen Christie

Executed as a deed by **PATHWAY CARE SOUTH**)
WEST LIMITED acting by two directors:)

Director

[Redacted Signature]

Ryan David Edwards

Director

[Redacted Signature]

Stephen Christie

Executed as a deed by **REACH-OUT CARE**)
LIMITED acting by two directors:)

Director

[Redacted Signature]



Ryan David Edwards

Director



[Redacted Signature]

Stephen Christie



Executed as a deed by **RYANCARE FOSTERING**
LIMITED acting by two directors:

)
)
)
)
Director  **Ryan David Edwards**
Director  **Stephen Christie**



Executed as a deed by **SAFEHOUSES LIMITED**
acting by two directors:

)
)
)
)
Director  **Ryan David Edwards**
Director  **Stephen Christie**


Executed as a deed by **SAFEHOUSES
FOSTERING LIMITED** acting by two directors:


)
)
)
)
Director  **Ryan David Edwards**
.....
Director  **Stephen Christie**
.....

Executed as a deed by **THE FOSTER CARE
AGENCY LIMITED** acting by two directors:


)
)
)
)
Director  **Ryan David Edwards**
.....
Director  **Stephen Christie**
.....


Executed as a deed by **THE NATIONAL
FOSTERING AGENCY (SCOTLAND) LIMITED**
acting by two directors:

)
)
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)
Director  **Ryan David Edwards**
.....

Director  **Stephen Christie**
.....


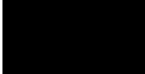
Executed as a deed by **THE NATIONAL
FOSTERING AGENCY LIMITED** acting by two
directors:

)
)
)
)
Director  **Ryan David Edwards**
.....

Director  **Stephen Christie**
.....

THE PARENT

Executed as a deed by **SSCP SPRING MIDCO 3B**
LIMITED acting by two directors:

| | | |
|----------|--|------------------------------------|
|) | | |
|) | | |
|) | | |
|) | | |
| Director |  | Ryan David Edwards |
| | | |
| |  | Stephen Christie |
| Director | | |

THE SECURITY AGENT

KROLL TRUSTEE SERVICES LIMITED

By:

A black rectangular box redacting the signature of Claudine Todd.

Claudine Todd

THE AGENT

KROLL AGENCY SERVICES LIMITED

By:

A black rectangular box used to redact the signature of the agent.

Claudine Todd