



Registration of a Charge

Company Name: **LESLEY ANN CONSULTANCY LIMITED**

Company Number: **05215210**



Received for filing in Electronic Format on the: **30/07/2021**

XA9TJE4H

Details of Charge

Date of creation: **22/07/2021**

Charge code: **0521 5210 0002**

Persons entitled: **LUCID TRUSTEE SERVICES LIMITED**

Brief description:

Contains fixed charge(s).

Contains floating charge(s) .

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 CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **ALLEN & OVERY LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5215210

Charge code: 0521 5210 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 22nd July 2021 and created by LESLEY ANN CONSULTANCY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 30th July 2021 .

Given at Companies House, Cardiff on 2nd August 2021

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 22 July 2021

BETWEEN:

- (1) **SSCP SPRING MIDCO 2 LIMITED**, 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) **LUCID TRUSTEE SERVICES LIMITED** as security trustee for itself and each of the other Secured Parties under and as defined in the Intercreditor Agreement (the "Security Agent").

RECITAL:

This deed is supplemental to a debenture dated 30 July 2019 between the Chargors (as defined therein) and the Security Agent, as previously supplemented and amended by (i) the Security Accession Deed dated 25 September 2019 between the Chargors (as defined therein) and the Security Agent and (ii) any other Security Accession Deed (if any) (the "Debenture").

NOW THIS DEED WITNESSES as follows:

1. INTERPRETATION

1.1 Definitions

Capitalised terms defined in the Debenture shall have, unless expressly defined in this deed, the same meaning when used in this deed.

1.2 Construction

- (a) Clauses 1.2 (Terms defined in the Intercreditor Agreement) to 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.
- (b) This deed is designated as a Finance Document.

2. ACCESSION OF NEW CHARGORS

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 covenants with the Security Agent that it shall, on demand of the Security Agent pay, discharge and satisfy the Secured Obligations in accordance with the terms of the Debt Documents.

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 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 first 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 (a)(i)(A) above;
 - (C) its Accounts and all Related Rights;
 - (D) 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 and all Related Rights (to the extent not already charged under this paragraph (a)(i)(D));
 - (E) its Investments and all dividends, interest and other monies payable in respect of those Investments and all Related Rights (whether derived by way of redemption, bonus, preference, options, substitution, conversion, compensation or otherwise);
 - (F) its Shares and all dividends, interest and other monies payable in respect of those Shares and all Related Rights (whether derived by way of redemption, bonus preference, options, substitution, conversion, compensation or otherwise);
 - (G) its Intellectual Property and all Related Rights;
 - (H) any goodwill, rights and claims in relation to the uncalled capital of each New Chargor;
 - (I) (to the extent not validly and effectively assigned pursuant to paragraph (ii) below) each Relevant Contract and each Insurance Policy of each New Chargor and all Related Rights in relation to those assets; and
 - (J) 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.
 - (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 any:
 - (A) Insurance Policy of each New Chargor and all Related Rights; and
 - (B) Relevant Contracts to which each 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 all of

its present and future assets and undertakings other than any Excluded Assets, Excluded Shares and/or Excluded Property.

- (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 Debt Documents in favour of the Security Agent as security for the Secured Obligations.
- (c) The floating charge created by this Clause is a **qualifying floating charge** for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

3. CONSENT OF EXISTING CHARGORS

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 them 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. NOTICES

Each New Chargor's address details for the purpose of notices is as follows:

Address: OFG Group, Atria, Spa Road, Bolton, United Kingdom, BL1 4AG.
Facsimile: n/a
Attention: Jean-Luc Janet / Chris Duffy

6. COUNTERPARTS

This deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this deed.

7. GOVERNING LAW

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

8. JURISDICTION

8.1 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).

8.2 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.

8.3 Exclusive Jurisdiction

This Clause 8 (Jurisdiction) is for the benefit of the Security Agent only. As a result and notwithstanding Clause 8.1 (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	5215200
Bryn Melyn Care Limited	6442752
Gilmourbanks Limited	3003104
High Trees Limited	3416250
Lesley Ann Consultancy Limited	5215210
Next Step Fostering Services Limited	5160087
Ryancare Fostering Limited	4372220
Ryancare Fostering South East Limited	12396445
Safehouses Fostering Limited	4017017
Safehouses Limited	3402034

SCHEDULE 2

SHARES

Name of New Chargor	Shares
A.W. Consultancy Limited	(i) 85 ordinary shares of £1.00 each and 1 B ordinary share of £1.00 in the capital of Next Step Fostering Services Limited; and (ii) 850 ordinary shares of £1.00 each in the capital of Safehouses Fostering Limited.
Lesley Ann Consultancy Limited	(i) 15 ordinary shares of £1.00 each and 1 A ordinary share of £1.00 in the capital of Next Step Fostering Services Limited; (ii) 1 ordinary share of £1.00 the capital of Ryancare Fostering South East Limited; and (iii) 150 ordinary shares of £1.00 each in the capital of Safehouses Fostering Limited.

SCHEDULE 3

ACCOUNTS

Chargor	Account type	Account name	Account number	Sort code
Bryn Melyn Care Limited	Current Account	Bryn Melyn Care Limited Main Account	8425	
Bryn Melyn Care Limited	Current Account	Bryn Melyn Care CMB	1916	
Bryn Melyn Care Limited	Current Account	Bryn Melyn Care BPA	5957	
Bryn Melyn Care Limited	Current Account	Ael Y Bryn	7754	
Bryn Melyn Care Limited	Current Account	Ashfield	2953	
Bryn Melyn Care Limited	Current Account	Brookfield	5118	
Bryn Melyn Care Limited	Current Account	Calcott	2655	
Bryn Melyn Care Limited	Current Account	Calvington	9159	
Bryn Melyn Care Limited	Current Account	Calvington (2)	5271	
Bryn Melyn Care Limited	Current Account	The Derwin School	7881	
Bryn Melyn Care Limited	Current Account	Dinthill	2661	
Bryn Melyn Care Limited	Current Account	Dinthill (2)	2552	
Bryn Melyn Care Limited	Current Account	Endbourne	9352	
Bryn Melyn Care Limited	Current Account	The Grange	9619	
Bryn Melyn Care Limited	Current Account	Grigg	5958	
Bryn Melyn Care Limited	Current Account	Higher Perthry	0252	

Bryn Melyn Care Limited	Current Account	Hope Cottage	5750	
Bryn Melyn Care Limited	Current Account	Learning & Development	8254	
Bryn Melyn Care Limited	Current Account	Little Rhysnant	6654	
Bryn Melyn Care Limited	Current Account	Lychgate	0059	
Bryn Melyn Care Limited	Current Account	Marhaba	0654	
Bryn Melyn Care Limited	Current Account	Meadows	5639	
Bryn Melyn Care Limited	Current Account	Medway	9957	
Bryn Melyn Care Limited	Current Account	Oak Farm	8752	
Bryn Melyn Care Limited	Current Account	Old Farm House	2359	
Bryn Melyn Care Limited	Current Account	The Old Vicarage	2680	
Bryn Melyn Care Limited	Current Account	Outdoor Education	2654	
Bryn Melyn Care Limited	Current Account	Outreach Education	2656	
Bryn Melyn Care Limited	Current Account	Overton School	1288	
Bryn Melyn Care Limited	Current Account	Penley	4963	
Bryn Melyn Care Limited	Current Account	Pleasant View	3053	
Bryn Melyn Care Limited	Current Account	Preston Springs	0020	
Bryn Melyn Care Limited	Current Account	Red House	9252	
Bryn Melyn Care Limited	Current Account	Red Lake	1474	

Bryn Melyn Care Limited	Current Account	SBS (Gateway)	████ 5050	████
Bryn Melyn Care Limited	Current Account	Smallbrook	████ 4987	████
Bryn Melyn Care Limited	Current Account	Talbot Road (Arrow)	████ 0557	████
Bryn Melyn Care Limited	Current Account	Upper Woodcote	████ 9930	████
Bryn Melyn Care Limited	Current Account	Whitehouse (North)	████ 3957	████
Bryn Melyn Care Limited	Current Account	Whitehouse (South)	████ 1458	████
Bryn Melyn Care Limited	Current Account	Young Persons PRM	████ 3009	████
Gilmourbanks Limited	Business Current Account	N/A	████ 5815	████
Gilmourbanks Limited	Business Current Account	N/A	████ 2107	████
High Trees Limited	Business Current Account	N/A	████ 2405	████
High Trees Limited	Business Current Account	N/A	████ 9794	████
Next Step Fostering Services Limited	Current Account	N/A	████ 4473	████
Next Step Fostering Services Limited	Business Money Manager Account	N/A	████ 7463	████
Safehouses Limited	Current Account	N/A	████ 4511	████
Ryancare Fostering Limited	Current Account	N/A	████ 6147	████
Ryancare Fostering Limited	Business Money Manager Account	N/A	████ 6155	████
Safehouses Fostering Limited	Current Account	N/A	████ 4538	████



SCHEDULE 4

INTELLECTUAL PROPERTY

Patents

None at the date of this deed

Trademarks

Proprietor	TM Number	Jurisdiction	Apparent status	Classes	Mark text
Safehouses Fostering Limited	UK00003594 002	UK	Registered	16, 35, 41, 43, 45	 

SCHEDULE 5

RELEVANT CONTRACTS

None at the date of this deed

EXECUTION PAGE TO SECURITY ACCESSION DEED

PARENT

EXECUTED as a DEED by

REDACTED

SSCP SPRING MIDCO 2 LIMITED, on
behalf of the existing Chargors acting by
a director in the presence of:
Signature of witness:

REDACTED

Name (in BLOCK CAPITALS): AMAIA DIAZ

Address of witness:

REDACTED

THE NEW CHARGORS

REDACTED

EXECUTED as a DEED by

A.W. CONSULTANCY LIMITED
acting by a director in the presence
of:

Signature of witness:

REDACTED

Name (in BLOCK CAPITALS): AMAIA DIAZ

Address of witness:

REDACTED

REDACTED

EXECUTED as a DEED by

BRYN MELYN CARE LIMITED
acting by a director in the presence
of:

Signature of witness:

REDACTED

Name (in BLOCK CAPITALS):

AMANA DIAZ

Address of witness:

REDACTED

EXECUTED as a DEED by

GILMOURBANKS LIMITED acting
by a director in the presence of:

Signature of witness:

REDACTED

REDACTED

Name (in BLOCK CAPITALS):

AMAIIA DIAZ

Address of witness:

REDACTED

EXECUTED as a DEED by

HIGH TREES LIMITED acting by a
director in the presence of:

REDACTED

Signature of witness:

REDACTED

Name (in BLOCK CAPITALS): ANAIA DIAZ

Address of witness:

REDACTED

EXECUTED as a DEED by

REDACTED

LESLEY ANN CONSULTANCY
LIMITED acting by a director in the
presence of:

Signature of witness:

REDACTED

Name (in BLOCK CAPITALS):

AMAYA DIAZ

Address of witness:

REDACTED

EXECUTED as a DEED by

REDACTED

NEXT STEP FOSTERING
SERVICES LIMITED acting by a
director in the presence of:

Signature of witness:

REDACTED

Name (in BLOCK CAPITALS): AMALIA DIAZ

Address of witness:

REDACTED

EXECUTED as a DEED by

REDACTED

RYANCARE FOSTERING
LIMITED acting by a director in the
presence of:

REDACTED

Signature of witness:

Name (in BLOCK CAPITALS): AMAIA DIAZ

Address of witness:

REDACTED

EXECUTED as a DEED by

REDACTED

RYANCARE FOSTERING SOUTH
EAST LIMITED acting by a director
in the presence of:

Signature of witness:

REDACTED

Name (in BLOCK CAPITALS): AMAIA DIAZ

Address of witness:

REDACTED

EXECUTED as a DEED by

REDACTED

SAFEHOUSES FOSTERING
LIMITED acting by a director in the
presence of:

Signature of witness:

REDACTED

Name (in BLOCK CAPITALS):

AMARA DIAZ

Address of witness:

REDACTED

EXECUTED as a DEED by

REDACTED

SAFEHOUSES LIMITED acting by
a director in the presence of:

Signature of witness:

REDACTED

Name (in BLOCK CAPITALS):

AMAI A DIAZ

Address of witness:

REDACTED

THE SECURITY AGENT

EXECUTED as a DEED by LUCID
TRUSTEE SERVICES LIMITED

Signature of witness:

REDACTED

CLAUDINE TODD
AUTHORISED SIGNATORY

REDACTED

Name (in BLOCK CAPITALS):

CHRISTIAN HAIN

Address of witness:

6th Floor, 1 London Wall Buildings,
London Wall, London EC2M 5PG