



Registration of a Charge

Company Name: **KEYS GROUP LIMITED**

Company Number: **10625350**



XBB74YSR

Received for filing in Electronic Format on the: **26/08/2022**

Details of Charge

Date of creation: **18/08/2022**

Charge code: **1062 5350 0001**

Persons entitled: **GLAS TRUST CORPORATION LIMITED (AS SECURITY AGENT FOR THE SECURED PARTIES (AS DEFINED IN THE INSTRUMENT))**

Brief description:

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 CORRECT COPY OF THE ORIGINAL INSTRUMENT WHICH HAS BEEN SIGNED ELECTRONICALLY BY THE PARTIES THERETO.**

Certified by:

DECHERT LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10625350

Charge code: 1062 5350 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 18th August 2022 and created by KEYS GROUP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 26th August 2022 .

Given at Companies House, Cardiff on 31st August 2022

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**

ACCESSION DEED

THIS ACCESSION DEED is made on 18 August 2022

BETWEEN

- (1) **EACH COMPANY** listed in Schedule 1 (each an "**Acceding Company**");
- (2) **UNION MIDCO LIMITED** (the "**Parent**"); and
- (3) **GLAS TRUST CORPORATION LIMITED** (as Security Agent for the Secured Parties (as defined below)) (the "**Security Agent**").

BACKGROUND

This Accession Deed is supplemental to a debenture dated 28 June 2022 and made between (1) the Chargors named in it and (2) the Security Agent (the "**Debenture**").

IT IS AGREED:

1. DEFINITIONS AND INTERPRETATION

(a) Definitions

Terms defined in, or construed for the purposes of, the Debenture have the same meanings when used in this Accession Deed including the recital to this Accession Deed (unless otherwise defined in this Accession Deed).

(b) Construction

Clause 1.2 (*Interpretation*) of the Debenture applies with any necessary changes to this Accession Deed as if it were set out in full in this Accession Deed.

2. ACCESSION OF THE ACCEDING COMPANY

(a) Accession

Each Acceding Company:

- (i) unconditionally and irrevocably undertakes to and agrees with the Security Agent to observe and be bound by the Debenture; and
- (ii) creates and grants at the date of this Deed the charges, mortgages, assignments and other security which are stated to be created or granted by the Debenture,

as if it had been an original party to the Debenture as one of the Chargors.

(b) Covenant to pay

Without prejudice to the generality of clause 2(a) (*Accession*), each Acceding Company (jointly and severally with the other Chargors and each other Acceding

Company), covenants in the terms set out in clause 2.1 (*Covenant to pay*) of the Debenture.

(c) **Charge and assignment**

Without prejudice to the generality of clause 2(a) (*Accession*), each Acceding Company with full title guarantee, charges and assigns (and agrees to charge and assign) to the Security Agent for the payment and discharge of the Secured Obligations, all its right, title and interest in and to the property, assets and undertaking owned by it or in which it has an interest, on the terms set out in clauses 3 (*Grant of security*), 4 (*Fixed security*) and 5 (*Floating charge*) of the Debenture including (without limiting the generality of the foregoing):

- (i) by way of first legal mortgage all the freehold and leasehold Material Property (if any) vested in or charged to the Acceding Company (including, without limitation, the property specified against its name in Part A of Schedule 2 (*Details of Security Assets owned by the Acceding Companies*) (if any));
- (ii) by way of first fixed charge:
 - (A) all the Charged Securities (including, without limitation, those specified against its name in Part B of Schedule 2 (*Details of Security Assets owned by the Acceding Companies*) (if any)); together with
 - (B) all Related Rights from time to time accruing to them;
- (iii) by way of first fixed charge each of its Collection Accounts and its other accounts with any bank or financial institution at any time (including, without limitation, those specified against its name in Part C of Schedule 2 (*Details of Security Assets owned by the Acceding Companies*)) and all monies at any time standing to the credit of such accounts;
- (iv) by way of first fixed charge all Intellectual Property (including, without limitation, the Intellectual Property specified against its name in Part D of Schedule 2 (*Details of Security Assets owned by the Acceding Companies*) (if any));
- (v) by way of absolute assignment (subject to a proviso for reassignment on redemption) the Relevant Contracts (including, without limitation, those specified against its name in Part E of Schedule 2 (*Details of Security Assets owned by the Acceding Companies*) (if any)), all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising from them; and
- (vi) by way of absolute assignment (subject to a proviso for reassignment on redemption) the Insurances (including, without limitation, those specified against its name in Part F of Schedule 2 (*Details of Security Assets owned*

by the Acceding Companies) (if any)), all claims under the Insurances and all proceeds of the Insurances.

(d) **Representations**

Each Acceding Company makes the representations and warranties set out in this paragraph 2(d) to the Security Agent and to each other Secured Party as at the date of this Accession Deed:

- (i) Part A of Schedule 2 (*Details of Security Assets owned by the Acceding Companies*) identifies all Material Property which is beneficially owned by each Acceding Company at the date of this Deed.

(e) **Consent**

Pursuant to clause 23.3 (*Accession Deed*) of the Debenture, the Parent (as agent for itself and the existing Chargors):

- (i) consents to the accession of each Acceding Company to the Debenture on the terms of this Accession Deed; and
- (ii) agrees that the Debenture shall, after the date of this Accession Deed, be read and construed as if each Acceding Company had been named in the Debenture as a Chargor.

3. SERVICE OF PROCESS

Without prejudice to any other mode of service allowed under any relevant law, each Acceding Company (other than an Acceding Company incorporated in England and Wales):

- (a) irrevocably appoints the Parent as its agent for service of process in relation to any proceedings before the English courts in connection with any Finance Document (and the Parent by its execution of this Agreement, accepts that appointment); and
- (b) agrees that failure by an agent for service of process to notify the relevant Acceding Company of the process will not invalidate the proceedings concerned.

If any person appointed as an agent for service of process is unable for any reason to act as agent for service of process, the Parent (on behalf of all the Acceding Companies) must promptly (and in any event within 10 Business Days of such event taking place) appoint another agent on terms acceptable to the Agent (acting reasonably and in good faith). Failing this, the Agent may appoint another agent for this purpose.

4. CONSTRUCTION OF DEBENTURE

This Accession Deed shall be read as one with the Debenture so that all references in the Debenture to "*this Deed*" and similar expressions shall include references to this Accession Deed.

5. THIRD PARTY RIGHTS

Save as expressly provided to the contrary in the Debenture, a person who is not a party to this Accession Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Accession Deed.

6. NOTICE DETAILS

Notice details for each Acceding Company are those identified with its name below.

7. COUNTERPARTS

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

8. GOVERNING LAW

This Accession Deed and any non-contractual obligations arising out of or in connection with it shall be governed by English law.

IN WITNESS of which this Accession Deed has been duly executed by each Acceding Company and the Parent as a deed and duly executed by the Security Agent and has been delivered on the first date specified on page 1 of this Accession Deed by each Acceding Company and the Parent.

SCHEDULE 1

To the Accession Deed

The Acceding Companies

Company name	Jurisdiction of incorporation and registered number (or equivalent)	Registered office
Accomplish Acquico Ltd	England and Wales 13832783	Ground Floor, 2 Parklands, Rubery, United Kingdom, B45 9PZ
Accomplish Group Bidco Limited	England and Wales 09052879	Ground Floor, 2 Parklands, Rubery, United Kingdom, B45 9PZ
Accomplish Group Holdco Limited	England and Wales 09052167	Ground Floor, 2 Parklands, Rubery, United Kingdom, B45 9PZ
Accomplish Group Interco Limited	England and Wales 09052320	Ground Floor, 2 Parklands, Rubery, United Kingdom, B45 9PZ
Accomplish Group Limited	England and Wales 02147328	Ground Floor, 2 Parklands, Rubery, United Kingdom, B45 9PZ
Accomplish Group Midco Limited	England and Wales 09052762	Ground Floor, 2 Parklands, Rubery, United Kingdom, B45 9PZ
Accomplish Group Property Limited	England and Wales 05003339	Ground Floor, 2 Parklands, Rubery, United Kingdom, B45 9PZ
Accomplish Mipco Limited	England and Wales 13832497	Ground Floor, 2 Parklands, Rubery, United Kingdom, B45 9PZ
Ace Quality Holding Limited	Jersey 139915	Aztec Group House, 11-15 Seaton Place, St. Helier, Jersey, JE4 0QH
Milton Park Holdings Limited	Jersey 99608	26 New Street, St Helier, Jersey, Jersey, JE3 3RA

Keys Acquico Limited	England and Wales 13832741	Maybrook House Second Floor, Queensway, Halesowen, England, B63 4AH
Keys Bidco Limited	England and Wales 10629989	Maybrook House, Second Floor, Queensway, Halesowen, England, B63 4AH
Keys Care Limited	Northern Ireland NI053253	C/O Pinsent Masons Llp, The Soloist Building, 1 Lanyon Place, Belfast, Northern Ireland, BT1 3LP
Keys Child Care (Holdings) Limited	England and Wales 04289873	Maybrook House, Second Floor, Queensway, Halesowen, England, B63 4AH
Keys Group Holdings Limited	England and Wales 13153742	Maybrook House Second Floor, Queensway, Halesowen, United Kingdom, B63 4AH
Keys Group Limited	England and Wales 10625350	Maybrook House, Second Floor, Queensway, Halesowen, England, B63 4AH
Keys Group Properties Limited	England and Wales 11057857	Maybrook House, Queensway, Halesowen, England, B63 4AH
Keys Midco Limited	England and Wales 10627189	Maybrook House, Second Floor, Queensway, Halesowen, England, B63 4AH
Keys Mipco Limited	England and Wales 13832499	Maybrook House Second Floor, Queensway, Halesowen, England, B63 4AH
Keys PCE Limited	England and Wales 10660100	Maybrook House, Second Floor, Queensway, Halesowen, England, B63 4AH
Kite Holding Limited	Jersey 139916	Aztec Group House, 11-15 Seaton Place, St. Helier, Jersey, JE4 0QH

SCHEDULE 2

To the Accession Deed

Details of Security Assets owned by the Acceding Companies

Part A Material Property

Registered land				
Acceding Company	Address	Administrative Area	Title number	
Accomplish Group Property Limited	272 Colney Hatch Lane, London, NI I 3DD	London	NGL676091	
Accomplish Group Property Limited	1 Coldstream Avenue, Manchester, M9 6PG	Manchester	GM187063	
Accomplish Group Property Limited	Broadway Street, Oldham, Manchester, OL8 1XR	Manchester	GM539680	
Accomplish Group Property Limited	Icknield Street, Forhill, Birmingham, B38 9EG	Birmingham	HW58018	
Milton Park Holdings Limited	The Lane, Wyboston, Bedfordshire MK44 3AS	Milton Keynes	BD215322	
Unregistered land				
Acceding Company	Address	Document describing the Real Property		
		Date	Document	Parties
None at the date of this Deed				

Part B Charged Securities

Acceding Company	Name of company in which shares are held	Class of shares held	Number of shares held	Issued share capital
Ace Quality Holding Limited	Accomplish Mipco Limited	A Ordinary	1,802,653	1,802,653 A Ordinary Shares of £0.10 each

	Accomplish Mipco Limited	B Ordinary	1,078	1,078 B Ordinary Shares of £0.10 each
	Accomplish Mipco Limited	C Ordinary	140,487	140,487 C Ordinary Shares of £0.10 each
	Accomplish Mipco Limited	Preference	178,569,288	178,569,288 Preference Shares of £0.10 each
Accomplish Mipco Limited	Accomplish Acquico Ltd	Ordinary	11	11 Ordinary Shares of £0.10 each
Accomplish Acquico Ltd	Accomplish Group Holdco Limited	A Ordinary	771,437	771,437 A Ordinary Shares of £0.01 each
	Accomplish Group Holdco Limited	B Ordinary	15,444	15,444 B Ordinary Shares of £0.01 each
	Accomplish Group Holdco Limited	C Ordinary	130,000	130,000 C Ordinary Shares of £0.20 each
	Accomplish Group Holdco Limited	Preference	25,890,186	25,890,186 Preference Shares of £0.001 each
Accomplish Group Holdco Limited	Accomplish Group Interco Limited	Ordinary	27,334,610	27,334,610 Ordinary Shares of £1.00 each
Accomplish Group Interco Limited	Accomplish Group Midco Limited	Ordinary	27,084,610	27,084,610 Ordinary Shares of £1.00 each

Accomplish Group Midco Limited	Accomplish Group Bidco Limited	Ordinary	27,084,610	27,084,610 Ordinary Shares of £1.00 each
Accomplish Group Bidco Limited	Accomplish Group Property Limited	Ordinary	18,333	18,333 Ordinary Shares of £0.01 each
	Accomplish Group Property Limited	Ordinary A	96,248	96,248 Ordinary A Shares of £0.01 each
	Accomplish Group Property Limited	Ordinary B	5,326	5,326 Ordinary B Shares of £0.01 each
	Trascare 2006 Group Limited	Ordinary	10,000	10,000 Ordinary Shares of £0.01 each
	Trascare 2006 Group Limited	Ordinary A	90,000	90,000 Ordinary A Shares of £0.01 each
	Trascare 2006 Group Limited	Ordinary B	12,500	12,500 Ordinary B Shares of £0.01 each
	Cascade Care Group Limited	Deferred	407	407 Deferred Shares of £0.01 each
	Cascade Care Group Limited	Ordinary A	198,000	198,000 Ordinary A Shares of £0.01 each
	Cascade Care Group Limited	Ordinary B	72,000	72,000 Ordinary B Shares of £0.01 each
	Cascade Care Group Limited	Ordinary C	90,000	90,000 Ordinary C Shares of £0.01 each

	Accomplish Group Care Limited	Ordinary A	1,751	1,751 Ordinary A Shares of £0.10 each
	Accomplish Group Residential Care Limited	Ordinary A	1,187	1,187 Ordinary A Shares of £0.10 each
	Accomplish Group Specialist Care Limited	Ordinary	1,000	1,000 Ordinary Shares of £0.10 each
	Accomplish Group Lifestyles Limited	Ordinary	1	1 Ordinary Share of £1.00 each
	Accomplish Group Lifestyles Limited	Preference	300,000	300,000 Preference Shares of £1.00 each
	Accomplish Group Lifestyles (South West) Limited	Ordinary	1	1 Ordinary Share of £1.00 each
	Accomplish Group (Eilat) Limited	Ordinary	1	1 Ordinary Share of £1.00 each
	Accomplish Group Cymru Lifestyles South Limited	Ordinary	1	1 Ordinary Share of £1.00 each
	Your Lifestyle Group Limited	Ordinary	2,446,000	2,446,000 Ordinary Shares of £1.00 each
	Freedom Care Limited	Ordinary	100	100 Ordinary Shares of £1.00 each
	Accomplish Group Contract Management Limited	Ordinary	104	104 Ordinary Shares of £1.00 each
	Chepstow House (Ross) Limited	Ordinary	1,177	1,177 Ordinary Shares of £1.00 each

	Lyndale (Hereford) Limited	Ordinary	1,177	1,177 Ordinary Shares of £1.00 each
	Malvern View (Lydiate) Limited	Ordinary	1,177	1,177 Ordinary Shares of £1.00 each
	Blackwells (Hereford) Limited	Ordinary	1,177	1,177 Ordinary Shares of £1.00 each
	The Old Posting Office (Haughton) Limited	Ordinary	1,177	1,177 Ordinary Shares of £1.00 each
	Transparent Care Limited	Ordinary	100	100 Ordinary Shares of £0.01 each
	Homestyle Care Limited	Ordinary A	100	100 Ordinary A Shares of £1.00 each
Accomplish Group Property Limited	Accomplish Group Limited	Ordinary	2	2 Ordinary Shares of £1.00 each
	Tracscare 2005 Limited	Ordinary	2	2 Ordinary Shares of £1.00 each
Milton Park Holdings Limited	Signia Estates Limited	Ordinary	2	2 Ordinary Shares of £1.00 each
	Accomplish Group Support Limited	Ordinary	86,551	86,551 Ordinary Shares of £0.01 each
	Accomplish Group Support Limited	Ordinary A	66,236	66,236 Ordinary A Shares of £0.01 each

	Accomplish Group Support Limited	Ordinary C	1,347,214	1,347,214 Ordinary C Shares of £0.01 each
	Accomplish Group Employee Limited	Ordinary	100	100 Ordinary Shares of £1.00 each
Kite Holding Limited	Keys Mipco Limited	A Ordinary	1,648,831	1,648,831 A Ordinary Shares of £0.10 each
	Keys Mipco Limited	B Ordinary	22,483	22,483 B Ordinary Shares of £0.10 each
	Keys Mipco Limited	C Ordinary	185,702	185,702 C Ordinary Shares of £0.10 each
	Keys Mipco Limited	Preference	165,459,941	165,459,941 Preference Shares of £0.10 each
Keys Mipco Limited	Keys Acquico Limited	Ordinary	11	11 Ordinary Shares of £0.10 each
Keys Acquico Limited	Keys Group Limited	A Ordinary	692	692 A Ordinary Shares of £1.00 each
	Keys Group Limited	A Preference	220	220 A Preference Shares of £1.00 each
	Keys Group Limited	B Ordinary	409	409 B Ordinary Shares of £1.00 each

	Keys Group Limited	B Preference	12	12 B Preference Shares of £1.00 each
	Keys Group Limited	C Ordinary	90	90 C Ordinary Shares of £1.00 each
	Keys Group Limited	D Ordinary	51	51 D Ordinary Shares of £2.00 each
Keys Group Limited	Keys Midco Limited	Ordinary	535	535 Ordinary Shares of £1.00 each
Keys Midco Limited	Keys Bidco Limited	Ordinary	70,000,536	70,000,536 Ordinary Shares of £0.0001 each
Keys Bidco Limited	Keys Group Holdings Limited	Ordinary	203,999,966	203,999,966 Ordinary Shares of £0.0001 each
Keys Group Holdings Limited	Keys Care Limited	Ordinary	9,553,361	9,553,361 Ordinary Shares of £1.00 each
	Keys Education & Care Limited	Ordinary	1,500,000	1,500,000 Ordinary Shares of £1.00 each
	Keys Group Properties Limited	Ordinary	10	10 Ordinary Shares of £1.00 each
	Keys PCE Limited	Ordinary	2,000,101	2,000,101 Ordinary Shares of £0.01 each

	The Leaving Care Company Limited	Ordinary	100	100 Ordinary Shares of £1.00 each
	Keys Specialist Residential Children's Services Limited	Ordinary	100	100 Ordinary Shares of £1.00 each
	Keys CWCH Limited	Ordinary	34	34 Ordinary Shares of £0.10 each
	Keys KIN Limited	Ordinary	1	1 Ordinary Share of £1.00
	Keys ACE Limited	A Ordinary	5	5 Ordinary Shares of £1.00 each
	Keys Care Solutions Limited	Ordinary	11,349	11,349 Ordinary Shares of £1.00 each
	Build-A-Future Ltd	Ordinary	2,500	2,500 Ordinary Shares of £1.00 each
	Artemis Young Person's Care and Education Services Limited	Ordinary A	15,000	15,000 Ordinary A Shares of £1.00 each
	South West Childcare Services Ltd	Ordinary	100	100 Ordinary Shares of £1.00 each
	Southern Adolescent Care Services Ltd	Ordinary	100	100 Ordinary Shares of £1.00 each
	Southern Adolescent Care Services Ltd	B Ordinary	1	1 Ordinary Share of £1.00 each
	Southern Adolescent Care Services Ltd	C Ordinary	1	1 Ordinary Share of £1.00 each

	Peak Activity Holdings Limited	Ordinary A	900	900 Ordinary A Shares of £1.00 each
	Peak Activity Holdings Limited	Ordinary B	100	100 Ordinary B Shares of £1.00 each
	Considerate Care Limited	Ordinary	100	100 Ordinary Shares of £1.00 each
Keys Care Limited	Keys Child Care (Holdings) Limited	Ordinary	1,980	1,980 Ordinary Shares of £1.00 each
	Keys NHG Limited	Ordinary	3,003	3,003 Ordinary Shares of £1.00 each
	Keys Family Assessment Centre Limited	Ordinary	2	2 Ordinary Shares of £1.00 each
	Keys 16 Plus Independent Living Services Limited	Ordinary	100	100 Ordinary Shares of £1.00 each
	Keys 7KS Limited	Ordinary	1	1 Ordinary Share of £1.00 each
	Keys Young People Limited	Ordinary	50,000	50,000 Ordinary Shares of £1.00 each
	Keys BR Limited	Ordinary	100	100 Ordinary Shares of £1.00 each
	Keys Educational Services Limited	Ordinary	100	100 Ordinary Shares of £1.00 each
	Keys Active 8 Care Limited	Ordinary	200	200 Ordinary Shares of £1.00

				each
	Keys QTC Limited	Ordinary	64	64 Ordinary Shares of £1.00 each
Keys Child Care (Holdings) Limited	Keys Child Care Limited	Ordinary	99	99 Ordinary Shares of £1.00 each
	Keys Stepping Stones Limited	Ordinary	100	100 Ordinary Shares of £1.00 each
Keys PCE Limited	Keys Group PCE (Holdings) Limited	Ordinary	1	1 Ordinary Share of £1.00 each

Part C Charged Accounts

Collection Accounts			
Account Holder	Account Number	Account Bank	Account bank branch address and sort code
Accomplish Group Bidco Limited	20-83-91	██████56	Barclays Bank Plc, Leicester Leicestershire, LE87 2BB
Accomplish Group Limited	20-83-91	██████45	Barclays Bank Plc, Leicester Leicestershire, LE87 2BB
Keys Care Limited	20-00-00	██████08	Barclays Bank Plc, 1 Churchill Place London, E14 5HP
Keys PCE Limited	20-00-00	██████53	Barclays Bank Plc, 1 Churchill Place London, E14 5HP

Part D Intellectual Property

Part D1 Trade marks				
Proprietor/ ADP number	TM number	Jurisdiction/ apparent status	Classes	Mark text

Accomplish Group Limited	UK00002476372	United Kingdom	44	TRACSCARE
Accomplish Group Limited	UK00003265443	United Kingdom	41,43,44,45	accomplish.

Part D2 Patents		
Proprietor/ADP number	Patent number	Description
<i>None at the date of this Deed</i>		

Part E Relevant Contracts

Acceding Company	Date of Relevant Contract	Parties	Details of Relevant Contract
<i>None at the date of this Deed</i>			

Part F Insurances

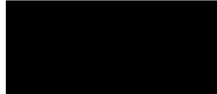
Acceding Company	Insurer	Policy number
Accomplish Group Holdco Limited	Liberty Mutual Insurance Europe SE	1000425850-02

EXECUTION PAGES OF THE ACCESSION DEED

THE ACCEDING COMPANIES

Executed as a deed, but not delivered until)
the first date specified on page 1, by)
ACCOMPLISH ACQUICO LTD acting)
by:

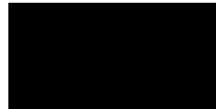
Signature of Director



Name of Director

Laurent Ganem

Signature of Director



Name of Director

Oliver Hoenich

Address: Ground Floor, 2 Parklands, Rubery,
United Kingdom, B45 9PZ

Attention: Richard Oliver Hoenich / Laurent
Ganem

oliver.hoenich@gsquarecapital.com
laurent.ganem@gsquarecapital.com

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the first date specified on page 1, by)
ACCOMPLISH GROUP BIDCO)
LIMITED acting by:

Signature of Director



Name of Director

Colin Anderton

Signature of Director



Name of Director

David Manson

Address: Ground Floor, 2 Parklands, Rubery,
United Kingdom, B45 9PZ

Attention: Richard Oliver Hoenich / Laurent
Ganem

oliver.hoenich@gsquarecapital.com
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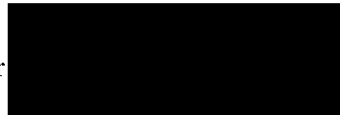
Signature of Director



Name of Director

Colin Anderton

Signature of Director



Name of Director

David Manson

Address: Ground Floor, 2 Parklands, Rubery,
United Kingdom, B45 9PZ

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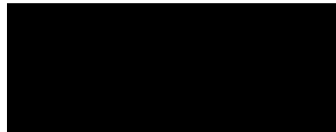
Signature of Director



Name of Director

Colin Anderton

Signature of Director



Name of Director

David Manson

Address: Ground Floor, 2 Parklands, Rubery,
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ACCOMPLISH GROUP MIDCO)
LIMITED acting by:

Signature of Director



Name of Director

Colin Anderton

Signature of Director



Name of Director

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United Kingdom, B45 9PZ

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ACCOMPLISH GROUP PROPERTY)
LIMITED acting by:

Signature of Director



Name of Director

Colin Anderton

Signature of Director



Name of Director

David Manson

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United Kingdom, B45 9PZ

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by:

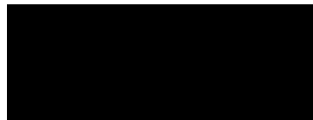
Signature of Director



Name of Director

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Signature of Director



Name of Director

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Address: Ground Floor, 2 Parklands, Rubery,
United Kingdom, B45 9PZ

Attention: Richard Oliver Hoenich / Laurent
Ganem

oliver.hoenich@gsquarecapital.com
laurent.ganem@gsquarecapital.com

Executed as a deed, but not delivered until)
the first date specified on page 1, by **ACE**)
QUALITY HOLDING LIMITED acting)
by:

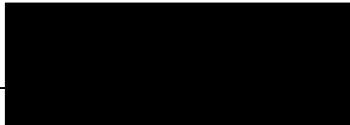
Signature of Director



Name of Director

Grant Collins

Signature of Director



Name of Director

Julie Fairclough

Address: Aztec Group House, 11-15 Seaton
Place, St. Helier, Jersey, JE4 0QH

Attention: Richard Oliver Hoenich / Laurent
Ganem

oliver.hoenich@gsquarecapital.com
laurent.ganem@gsquarecapital.com

)

)

)

Executed as a deed, but not delivered until the first date specified on page 1, by **MILTON PARK HOLDINGS LIMITED** acting by:

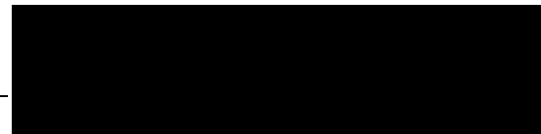
Signature of Director



Name of Director

Colin Anderton

Signature of Director



Name of Director

David Manson

Address: 26 New Street, St Helier, Jersey, JE3
3RA

Attention: Richard Oliver Hoenich / Laurent
Ganem

oliver.hoenich@gsquarecapital.com
laurent.ganem@gsquarecapital.com

Executed as a deed, but not delivered until)
the first date specified on page 1, by **KEYS**)
ACQUICO LIMITED acting by:)

Signature of Director



Name of Director

Laurent Ganem

Signature of Director



Name of Director

Oliver Hoenich

Address: Maybrook House Second Floor,
Queensway, Halesowen, England,
B63 4AH

Attention: Richard Oliver Hoenich / Laurent
Ganem

oliver.hoenich@gsquarecapital.com
laurent.ganem@gsquarecapital.com

Executed as a deed, but not delivered until)
the first date specified on page 1, by **KEYS**)
BIDCO LIMITED acting by:)

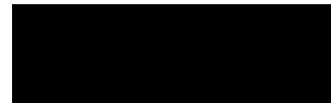
Signature of Director



Name of Director

Colin Anderton

Signature of Director



Name of Director

David Manson

Address: Maybrook House Second Floor,
Queensway, Halesowen, England,
B63 4AH

Attention: Richard Oliver Hoenich / Laurent
Ganem

oliver.hoenich@gsquarecapital.com
laurent.ganem@gsquarecapital.com

Executed as a deed, but not delivered until)
the first date specified on page 1, by **KEYS**)
CARE LIMITED acting by:)


Signature of Director



Name of Director

Colin Anderton

Signature of Director



Name of Director

David Manson

Address: C/O Pinsent Masons Llp, The Soloist
Building, 1 Lanyon Place, Belfast,
Northern Ireland, BT1 3LP

Attention: Richard Oliver Hoenich / Laurent
Ganem

oliver.hoenich@gsquarecapital.com
Laurent.ganem@gsquarecapital.com

Executed as a deed, but not delivered until)
the first date specified on page 1, by **KEYS**)
CHILD CARE (HOLDINGS) LIMITED)
acting by:

Signature of Director



Name of Director

Colin Anderton

Signature of Director



Name of Director

David Manson

Address: Maybrook House Second Floor,
Queensway, Halesowen, England,
B63 4AH

Attention: Richard Oliver Hoenich / Laurent
Ganem

oliver.hoenich@gsquarecapital.com
laurent.ganem@gsquarecapital.com

Executed as a deed, but not delivered until)
the first date specified on page 1, by **KEYS**)
GROUP HOLDINGS LIMITED acting)
by:

Signature of Director



Name of Director

Colin Anderton

Signature of Director



Name of Director

David Manson

Address: Maybrook House Second Floor,
Queensway, Halesowen, England,
B63 4AH

Attention: Richard Oliver Hoenich / Laurent
Ganem

oliver.hoenich@gsquarecapital.com
laurent.ganem@gsquarecapital.com

Executed as a deed, but not delivered until)
the first date specified on page 1, by **KEYS**)
GROUP LIMITED acting by:)

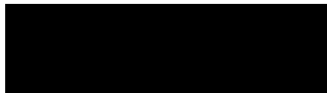
Signature of Director



Name of Director

Colin Anderton

Signature of Director



Name of Director

David Manson

Address: Maybrook House Second Floor,
Queensway, Halesowen, England,
B63 4AH

Attention: Richard Oliver Hoenich / Laurent
Ganem

oliver.hoenich@gsquarecapital.com
laurent.ganem@gsquarecapital.com

Executed as a deed, but not delivered until)
the first date specified on page 1, by **KEYS**)
GROUP PROPERTIES LIMITED acting)
by:

Signature of Director



Name of Director

Colin Anderton

Signature of Director



Name of Director

David Manson

Address: Maybrook House Second Floor,
Queensway, Halesowen, England,
B63 4AH

Attention: Richard Oliver Hoenich / Laurent
Ganem

oliver.hoenich@gsquarecapital.com
laurent.ganem@gsquarecapital.com

Executed as a deed, but not delivered until)
the first date specified on page 1, by **KEYS**)
MIDCO LIMITED acting by:)

Signature of Director



Name of Director

Colin Anderton

Signature of Director



Name of Director

David Manson

Address: Maybrook House Second Floor,
Queensway, Halesowen, England,
B63 4AH

Attention: Richard Oliver Hoenich / Laurent
Ganem

oliver.hoenich@gsquarecapital.com
laurent.ganem@gsquarecapital.com

Executed as a deed, but not delivered until)
the first date specified on page 1, by **KEYS**)
MIPCO LIMITED acting by:)

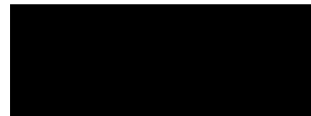
Signature of Director



Name of Director

Colin Anderton

Signature of Director



Name of Director

David Manson

Address: Maybrook House Second Floor,
Queensway, Halesowen, England,
B63 4AH

Attention: Richard Oliver Hoenich / Laurent
Ganem

oliver.hoenich@gsquarecapital.com
laurent.ganem@gsquarecapital.com

Executed as a deed, but not delivered until)
the first date specified on page 1, by **KEYS**)
PCE LIMITED acting by:)

Signature of Director



Name of Director

Colin Anderton

Signature of Director



Name of Director

David Manson

Address: Maybrook House Second Floor,
Queensway, Halesowen, England,
B63 4AH

Attention: Richard Oliver Hoenich / Laurent
Ganem

oliver.hoenich@gsquarecapital.com
laurent.ganem@gsquarecapital.com

Executed as a deed, but not delivered until)
the first date specified on page 1, by **KITE**)
HOLDING LIMITED acting by:)

Signature of Director



Name of Director

Grant Collins

Signature of Director



Name of Director

Julie Fairclough

Address: Aztec Group House, 11-15 Seaton
Place, St. Helier, Jersey, JE4 0QH

Attention: Richard Oliver Hoenich / Laurent
Ganem

oliver.hoenich@gsquarecapital.com
laurent.ganem@gsquarecapital.com

THE PARENT

Executed as a deed, but not delivered until
the first date specified on page 1, by **UNION
MIDCO LIMITED** acting by:

Director

Director



THE SECURITY AGENT

Signed by Philip Hargreaves)
for and on behalf of **GLAS TRUST**)
CORPORATION LIMITED:)
)
)

Signature  _____

Address: 55 Ludgate Hill Level 1 West, London
EC4M 7JW

Attention: Transaction Management Group /
Union Bidco Limited

Email: tmg@glas.agency