

# MR01

## Particulars of a charge

2559 231903



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Please see 'How to pay' on the  
last page

**You can use the WebFiling service to file this form online.**  
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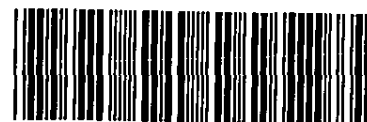
☒ **What this form is for**  
You may use this form to register  
a charge created or evidenced by  
an instrument

☒ **What this form is NOT for**  
You may not use this form to  
register a charge where there is no  
instrument. Use form MR08.

For further information, please  
refer to our guidance at  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

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

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



A10 11/09/2014 #19  
COMPANIES HOUSE

THURSDAY

### 1 Company details

Company number 0 2 5 8 2 2 8 4

Company name in full Heath Farm Limited

For official use

→ **Filing in this form**  
Please complete in typescript or in  
bold black capitals

All fields are mandatory unless  
specified or indicated by \*

### 2 Charge creation date

Charge creation date 0 3 / 0 9 / 2 0 1 4

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

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

Name GE Corporate Finance Bank SAS, London Branch

(as Security Agent for the Beneficiaries)

Name

Name

Name

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

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

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**Brief description**

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

Brief description

✓

All current and future Land (except for any Restricted Land) and Intellectual Property (except for any Restricted IP) owned by the Company, in each case as specified (and defined) in the Debenture registered by this Form MR01 (the "Debenture"), including, amongst others, property at Heath Farm, Egerton Road, Charing Heath, Ashford, TN27 0AX with title number K855633 For further details please refer to the Debenture

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

Please limit the description to the available space

5

**Other charge or fixed security**

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

✓

☒ Yes

☐ No

6

**Floating charge**

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

☒ Yes Continue

☐ No Go to Section 7

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

☐ Yes

7

**Negative Pledge**

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

☒ Yes

☐ No

8

**Trustee statement <sup>1</sup>**

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

☐

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

9

**Signature**

Please sign the form here

Signature

Signature

X



X

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

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Particulars of a charge



**Presenter information**

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record

Contact name F3/GIBSONSC/48119 00128

Company name Hogan Lovells International LLP

Address Atlantic House

Holborn Viaduct

Post town London

County/Region

Postcode E C 1 A 2 F G

Country United Kingdom

DX 57 London Chancery Lane

Telephone +44 (20) 7296 2000



**Certificate**

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank



**Checklist**

**We may return forms completed incorrectly or with information missing**

**Please make sure you have remembered the following:**

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



**Important information**

**Please note that all information on this form will appear on the public record.**



**How to pay**

**A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper**

Make cheques or postal orders payable to 'Companies House'



**Where to send**

**You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below**

**For companies registered in England and Wales:**

The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

**For companies registered in Scotland:**

The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post)

**For companies registered in Northern Ireland**

The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG  
DX 481 N R Belfast 1



**Further information**

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

**This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)**





**FILE COPY**

## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 2582284

Charge code: 0258 2284 0016

The Registrar of Companies for England and Wales hereby certifies that a charge dated 3rd September 2014 and created by HEATH FARM LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th September 2014

*DX*

Given at Companies House, Cardiff on 12th September 2014



**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**

DATED

3 SEPTEMBER

EXECUTION VERSION

2014

**ACORN CARE AND EDUCATION LIMITED  
and certain of its Subsidiaries  
(as Chargors)**


- and -

**GE CORPORATE FINANCE BANK SAS, LONDON BRANCH  
(as Security Agent)**

**DEBENTURE**

**This Deed is entered into with the benefit of (and subject to the terms of)  
the Intercreditor Agreement (as defined herein)**

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

...  OTR RAIG  
Name  
Title Solicitor  
Date 02/05/2014

Hogan Lovells International LLP (Ref: \_\_\_\_\_)  
Atlantic House, Holborn Viaduct, London EC1A 2FG



Ref F3/SJB/GIBSONSC/4002189  
Matter Ref 48119 00128

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

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THIS DEBENTURE is made on

3 SEPTEMBER

2014

BETWEEN

- (1) THE COMPANIES named in Schedule 1 (*The Chargors*),
- (2) THE PARENT, and
- (3) GE Corporate Finance Bank SAS, London Branch as Security Agent

WITNESSES AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

- 1.1 **Definitions.** Unless the context otherwise requires, words or expressions defined in the Facilities Agreement shall have the same meanings in this Debenture and this construction shall survive the termination of the Facilities Agreement. In addition, in this Debenture

**"Assets"** means in relation to a Chargor, all its undertaking, property, assets, revenues and rights of every description, or any part of them

**"Beneficiary"** means each Finance Party, each Hedge Counterparty and any Receiver or Delegate

**"Chargor"** means each company named in Schedule 1 (*The Chargors*)

**"Company"** means Acorn Care 4 Limited a limited liability company incorporated under the laws of England and Wales with registered number 07121809

**"Declared Default"** means the occurrence of an Event of Default in respect of which an Acceleration Notice has been served

**"Derivative Rights"** includes

- (a) allotments, rights, money or property arising at any time in relation to any Specified Investments by way of conversion, exchange, redemption, bonus, preference, option or otherwise,
- (b) dividends, distributions, interest and other income paid or payable in relation to any Specified Investments, and
- (c) stock, shares and securities offered in addition to or in substitution for any Specified Investments

**"Excluded Investments"** means any Investments in Acorn Academy Cornwall, Heath Farm Fostering Agency Limited, Fostering Solutions (Northern) Limited and any other company limited by guarantee, and any Investments in Underley Educational Services and any other private unlimited company

**"Facilities Agreement"** means the facilities agreement dated 19 August 2014 between, amongst others, Acorn Care 3 Limited (as the Parent), the companies listed as Original Borrowers, the companies listed as Original Guarantors, Ares Management Limited, Barclays Bank PLC, GE Corporate Finance Bank SAS, London Branch, HSBC Bank plc, Natixis, Partners Group (Guernsey) Limited and The Royal Bank of Scotland plc (as Arrangers) and GE Corporate Finance Bank SAS, London Branch as Agent and Security Agent

**"Finance Document"** means the Facilities Agreement, any Accession Deed, any Additional Facility Notice, and Additional Facility Lender Accession Notice, any Ancillary Document, any Compliance Certificate, any Fee Letter, the Hedging Letter, any Hedging Agreement, the Intercreditor Agreement, any Resignation Letter, any Selection Notice, any Transaction Security Document, any Utilisation Request and any other document designated as a "Finance Document" by the Agent and the Parent

**"Finance Party"** means the Agent, the Arranger, the Second Lien Agent, the Security Agent, a Lender, a Hedge Counterparty or any Ancillary Lender

**"Financial Collateral"** in relation to a Chargor, means any of its Assets comprising financial collateral within the meaning of the Financial Collateral Regulations

**"Financial Collateral Regulations"** means the Financial Collateral Arrangements (No 2) Regulations 2003, as amended

**"Fixed Security Asset"** means an Asset for the time being comprised within an assignment created by Clause 3 1 (*Assignments*) or within a mortgage or fixed charge created by Clause 3 2 (*Fixed security*) or arising on crystallisation of a floating charge whether under Clause 4 (*Crystallisation*) or otherwise

**"Floating Charge Asset"** means an Asset for the time being comprised within the floating charge created by Clause 3 3 (*Creation of Floating Charge*) but, in relation to Assets situated in Scotland and charged by Clause 3 3(b) only in so far as concerns the floating charge over that Asset

**"Hedge Counterparty"** has the meaning given to that term in the Intercreditor Agreement

**"Hedging Agreement"** has the meaning given to that term in the Intercreditor Agreement

**"Insurance Policy"** means any contract or policy of insurance of any Chargor (including all cover notes) of whatever nature which are from time to time taken out by or on behalf of any Chargor or (to the extent of its interest) in which any Chargor has an interest at any time but excluding any liability insurance, motor insurance and any directors' and officers' insurance

**"Intellectual Property"** means patents (including supplementary protection certificates), utility models, registered and unregistered trade marks (including service marks), rights in passing off, copyright, database rights, registered and unregistered rights in designs (including in relation to semiconductor products) anywhere in the world and, in each case, any extensions and renewals of, and any applications for, such rights

**"Intellectual Property Rights"** in relation to a Chargor, means all and any of its Intellectual Property and all other intellectual property rights, causes of action, interests and assets charged by it pursuant to Clauses 3 2(b)(xii) to 3 2(b)(xvii) (*Fixed security*) inclusive

**"Investments"** means all shares, stock, debentures, debenture stock, bonds and other investments (as listed in Schedule 2, Part II of the Financial Services and Markets Act 2000), whether certificated or uncertificated and whether in registered or bearer form, including all depository interests representing any of them and including all rights and benefits of a capital nature accruing at any time in respect of any Investments by way of

redemption, repayment, substitution, exchange, bonus or preference, option, rights or otherwise

**"Land"** means Material Freehold Properties and Material Leasehold Properties

**"Liability"** means any liability, damage, loss, costs, claim or expense of any kind or nature, whether direct, indirect, special, consequential or otherwise

**"Parent"** means Acorn Care 3 Limited a limited liability company incorporated under the laws of England and Wales with registered number 07121805

**"Party"** means a party to this Debenture

**"Receivables"** in relation to a Chargor, means all sums of money receivable by it at any time consisting of or payable under or derived from any Asset described in Clause 3 2 (*Fixed security*)

**"Receiver"** means any receiver or receiver and manager appointed under Clause 15 (*Appointment of a Receiver or an Administrator*) including (where the context requires or permits) any substituted receiver or receiver and manager

**"Relevant System"** has the meaning given to that term by the Uncertificated Securities Regulations 2001 and includes the CREST system and also any other system or facility (whether established in the United Kingdom or elsewhere) providing means for the deposit of, and clearance of transactions in, Investments

**"Restricted IP"** means any Intellectual Property owned by or licensed to a Chargor which, in each case, precludes either absolutely or conditionally that 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*)

**"Restricted Consent Land"** means any Material Leasehold Property held by a Chargor under a lease which precludes either absolutely or conditionally that 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*)

**"Restricted Land"** means

- (a) any Restricted Consent Land,
- (b) any Material Freehold Property held by any Chargor in relation to the Residential Care Homes identified as Bridge House, Hall Carr Farm, Middle Carr Farm, Southview and Fern House, until the earlier of
  - (i) the date falling ten Business Days after the date on which such Material Freehold Property is transferred, sold or otherwise disposed of to Acorn Care Residential Services Limited, and
  - (ii) the date falling six months after the Closing Date, and
- (c) Redwood House until the date falling six months after the Closing Date

**"Secured Sums"** means all present and future obligations and liabilities (whether actual or contingent and whether incurred jointly or severally or in any other capacity whatsoever and whether incurred originally by a Chargor or by some other person) of each Chargor to

all or any of the Beneficiaries under each or any of the Finance Documents, in each case together with

- (a) all costs, charges and expenses incurred by any Beneficiary in connection with the protection, preservation or enforcement of its rights under any Finance Document, and
- (b) all moneys, obligations and liabilities due, owing or incurred in respect of any variations or increases in the amount or composition of the facilities provided under any Finance Document or the obligations and liabilities imposed under such documents

**"Security Agent"** means GE Corporate Finance Bank SAS, London Branch acting as security agent and trustee for the Beneficiaries including any successor security agent and trustee appointed by the Beneficiaries pursuant to the Finance Documents

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

**"Specified Investments"** means, in relation to a Chargor, all Investments which at any time

- (a) represent a holding in a Subsidiary of such Chargor,
- (b) are held in the name of the Security Agent or its nominee or to its order, or
- (c) that Chargor has deposited certificates for with the Security Agent or which, if uncertificated, are held in an escrow or other account in favour of the Security Agent or its nominee,

except any Excluded Investment

**"Structural Intra-Group Loan"** means

- (a) the loan between Acorn Care 4 Limited as lender and Acorn Care and Education Limited as borrower dated 18 January 2010, and
- (b) the loan between Acorn Care 3 Limited as lender and Acorn Care 4 Limited as borrower dated 18 January 2010

1 2 **Interpretation** Unless the context otherwise requires, the interpretative provisions set out in the paragraphs below shall apply in this Debenture

- (a) References to any Party shall be construed so as to include that Party's respective successors in title, permitted assigns and permitted transferees
- (b) **"Including"** and **"in particular"** shall not be construed restrictively but shall mean respectively "including, without prejudice to the generality of the foregoing" and "in particular, but without prejudice to the generality of the foregoing"
- (c) A **"person"** includes any person, firm, company, corporation, government, state or agency of a state or any association, joint venture, trust or partnership (whether or not having separate legal personality) of two or more of the foregoing
- (d) **"Property"** includes any interest (legal or equitable) in real or personal property and any thing in action

- (e) **"Variation"** includes any variation, amendment, accession, novation, restatement, modification, assignment, transfer, supplement, extension, deletion or replacement however effected and **"vary"** and **"varied"** shall be construed accordingly
- (f) **"Writing"** includes facsimile transmission legibly received except in relation to any certificate, notice or other document which is expressly required by this Debenture to be signed and **"written"** has a corresponding meaning
- (g) Subject to Clause 27.4 (*Variations*), references to this Debenture or to any other document (including any Finance Document) include references to this Debenture or such other document as varied in any manner from time to time, even if changes are made to the composition of the parties to this Debenture or such other document or to the nature or amount of any facilities made available under such other document
- (h) References to uncertificated Investments are to Investments the title to which can be transferred by means of an electronic or other entry in a Relevant System and references to certificated Investments are to Investments which are not uncertificated Investments
- (i) The singular shall include the plural and vice versa and any gender shall include the other genders
- (j) Clauses, paragraphs and Schedules shall be construed as references to Clauses and paragraphs of, and Schedules to, this Debenture
- (k) Any reference to any statute or statutory instrument or any section of it shall be deemed to include a reference to any statutory modification or re-enactment of it for the time being in force in relation to the particular circumstances
- (l) Headings in this Debenture are inserted for convenience and shall not affect its interpretation
- (m) A Default or an Event of Default is **"continuing"** for the purposes of the Finance Documents if it has not been remedied or waived
- (n) **"Blank stock transfer form"** means a stock transfer form validly executed by the relevant Chargor but with the section relating to the consideration and the transferee left blank

1.3 **Conflict of terms.** In the event of any inconsistency between the terms of this Debenture and the Facilities Agreement, the terms of the Facilities Agreement shall prevail. Notwithstanding any provision of this Debenture, nothing which is expressly permitted to be done under the Facilities Agreement shall be deemed to constitute a breach of any term of this Debenture and no representation, warranty or undertaking contained herein shall be breached to the extent it expressly conflicts with the Facilities Agreement or prohibits something which would otherwise be expressly permitted under the Facilities Agreement. This Debenture is subject to the terms of the Intercreditor Agreement.

## 2 COVENANT TO PAY

2.1 **Covenant to pay.** Each 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 2 **Proviso** The covenants contained in this Clause and the security created by this Debenture 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 3 **Demands**

- (a) The making of one demand shall not preclude the Security Agent from making any further demands
- (b) Any third party dealing with the Security Agent or any Receiver shall not be concerned to see or enquire as to the validity of any demand under this Debenture

3 **CREATION OF SECURITY**

- 3 1 **Security assignments** Each Chargor, with full title guarantee, as security for the payment or discharge of all Secured Sums, assigns and agrees to assign by way of security (subject to a proviso for reassignment on redemption) to the Security Agent (as trustee for the Beneficiaries)

- (a) all of its rights, title and interest from time to time in respect of any sums payable to it pursuant to the Insurance Policies,
- (b) all its rights, title and interest from time to time in respect of the Hedging Agreements, and
- (c) all its rights, title and interest from time to time in respect of any Structural Intra-Group Loans

except, in each case, the assets of any Permitted Joint Venture and shares in any Permitted Joint Venture

- 3 2 **Fixed Security:** Each 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 Land in England and Wales now vested in it 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 Debenture, in each case as described in Schedule 2 (*Registered Land to be Mortgaged*),
- (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 other than Restricted 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 3 2,
- (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 which are now its property, including all proceeds of sale derived from them,
- (vii) all Specified Investments in which that Chargor may in the future acquire any interest (legal or equitable), including all proceeds of sale derived from them,
- (viii) all Derivative Rights of a capital nature now or in the future accruing or offered in respect of its Specified Investments,
- (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 Debenture,
- (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 1 (*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 Debenture, and
- (xxiv) 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,

except, in each case, the assets of any Permitted Joint Venture and shares in any Permitted Joint Venture

**3 3 Creation of floating charge:** Each 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 the assets of any Permitted Joint Venture and shares in any Permitted Joint Venture) except to the extent that such Assets are for the time being effectively assigned by way of security by virtue of Clause 3 1 (*Assignments*) or charged by any fixed charge contained in Clause 3 2 (*Fixed security*), including any Assets comprised within a charge which is reconverted under Clause 4 4 (*Reconversion*), and
- (b) without exception, all its Assets (except the assets of any Permitted Joint Venture and shares in any Permitted Joint Venture) in so far as they are for the time being situated in Scotland,

but in each case so that such 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 7 (*Negative pledge and other restrictions*) with respect to any such Floating Charge Asset, and such Chargor



shall not, without the consent of the Security Agent, sell, transfer, part with or dispose of any such Floating Charge Asset except in each case to the extent that such action is not prohibited by the Facilities Agreement

**3.4 Third Party Consents:**

- (a) If a Chargor holds any Restricted Consent Land, that Chargor shall
  - (i) use its reasonable endeavours to obtain the consent of each landlord of such Restricted Consent Land to the creation of the charges envisaged by Clause 3.2(b)(ii) (*Fixed Security*) (including paying the reasonable costs and any reasonable consent fee of any such landlord),
  - (ii) on request, keep the Security Agent informed of the progress of its negotiations with any such landlord, and
  - (iii) provide the Security Agent with a copy of each such consent promptly after its receipt,

provided that if the relevant Chargor or the Parent has used its reasonable endeavours for a period of 90 days to obtain such consent, and such consent has not been given, no further action shall be required to be taken by such Chargor or the Parent to obtain such consent

- (b) If a Chargor has an interest in any Restricted IP, that Chargor shall
  - (i) as soon as reasonably practicable after the Security Agent (acting reasonably) notified the Parent that it considers such Restricted IP to be material, use its reasonable endeavours to obtain the consent of each counterparty whose consent is required to the creation of the charges over such Restricted IP envisaged by sub-paragraph (b)(xvi) of Clause 3.2 (*Fixed Security*) (including paying the reasonable costs and any reasonable consent fee of any such counterparty), provided that if the relevant Chargor or the Parent has used its reasonable endeavours but has not been able to obtain acknowledgement from such addressee, its obligation to obtain such acknowledgement shall cease on the expiry of twenty Business Days from the date on which the Chargor or the Parent first gave notice to such addressee,
  - (ii) on request, keep the Security Agent informed of the progress of its negotiations with any such counterparty, and
  - (iii) provide the Security Agent with a copy of each such consent promptly after its receipt

**3.5 Notices**

- (a) Each relevant Chargor shall within 5 Business Days of the date on which it enters into a Hedging Agreement, execute a notice of assignment in respect of the Hedging Agreements in substantially the form set out in Part 1 of Schedule 5 (*Forms of Notice of Assignment/Charge*) and, as soon as reasonably practicable, deliver that notice to each Hedge Counterparty
- (b) The Chargors shall each, within 5 Business Days of the date of this Debenture

- (i) execute a notice of charge to the insurers of the security over the Insurance Policies and their proceeds created by this Debenture in substantially the form set out in Part 2 of Schedule 5 (*Forms of Notice of Assignment/Charge*) and, as soon as reasonably practicable, serve that notice on each such insurer, and
- (ii) execute a notice of assignment in respect of the Structural Intra-Group Loans in substantially the form set out in Part 3 of Schedule 5 (*Forms of Notice of Assignment*) and, as soon as reasonably practicable, serve that notice on each debtor party to such Structural Intra-Group Loans
- (c) Each Chargor shall use reasonable endeavours to procure the execution and delivery to the Security Agent of acknowledgments by the addressees of the notices delivered to them pursuant to paragraphs (a) and (b) above, provided that if the relevant Chargor or the Parent has used its reasonable endeavours but has not been able to obtain acknowledgement from such addressee, its obligation to obtain such acknowledgement shall cease on the expiry of twenty Business Days from the date on which the Chargor or the Parent first gave notice to such addressee

### 3 6 Priority.

- (a) Any fixed Security created by a Chargor and subsisting in favour of the Security Agent shall (save as the Security Agent may otherwise declare at or after the time of its creation) have priority over the floating charge created by Clause 3 3 (*Creation of floating charge*)
- (b) Any Security created in the future by a Chargor (except in favour of the Security Agent) shall rank in order of priority behind the charges created by this Debenture (except to the extent mandatorily preferred by law)

### 3 7 Application to the Land Registry

Each Chargor

- (a) in relation to each register of title of any present and future Land of that Chargor to which title is registered at the Land Registry (at any time) and which is charged to the Security Agent under this Deed or pursuant to clause 25 26 (*Further assurance*) of the Facilities Agreement, consents to the Security Agent (or its solicitors) at any time submitting to the Land Registry any and all of the following
  - (i) a form AP1 (*application to change the register*) in respect of the security created by this Debenture,
  - (ii) a form AN1 (*application to enter an agreed notice*) in respect of the security created by this Debenture,
  - (iii) a form RX1 (*application to register a restriction*) in the following terms  
"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [date] in favour of [Chargee] referred to on the charges register or their conveyancer", and

- (iv) a form CH2 (application to enter an obligation to make further advances), and
- (b) covenants to submit an application to the appropriate Land Registry for the first registration of any unregistered Land in England and Wales charged by way of legal mortgage by Clause 3 2 (*Fixed security*) at its own expense, within 10 Business Days of its execution of this Debenture

#### 4 CRYSTALLISATION

- 4 1 **Crystallisation by notice** The floating charge created by each Chargor in Clause 3 3 (*Creation of floating charge*) may, subject to Clause 4 5 (*Moratorium Assets*), be crystallised into a fixed charge by notice in writing given at any time by the Security Agent to the relevant Chargor (or to the Parent on its behalf) if a Declared Default has occurred and is continuing

Such crystallisation shall take effect over the Floating Charge Assets or class of Assets specified in the notice. If no Floating Charge Assets are specified, it shall take effect over all Floating Charge Assets of the relevant Chargor

- 4 2 **Automatic crystallisation:** If, without the Security Agent's prior written consent

- (a) any Chargor, in contravention of any Finance Document, resolves to take or takes any step to
  - (i) charge or otherwise encumber any of its Floating Charge Assets,
  - (ii) create a trust over any of its Floating Charge Assets, or
  - (iii) dispose of any Floating Charge Asset in breach of Clause 3 3 (*Creation of floating charge*), or
- (b) any person resolves to take or takes any step to seize or sell any Floating Charge Asset pursuant to any form of legal process,

then the floating charge created by Clause 3 3 (*Creation of floating charge*) shall, subject to Clause 4 5 (*Moratorium Assets*), be automatically and instantly crystallised (without the necessity of notice) into a fixed charge over such Floating Charge Asset or, in the case of paragraph (c) above into a fixed charge over all Floating Charge Assets of the relevant Chargor

- 4 3 **Future Floating Charge Assets:** Except as otherwise stated in any notice given under Clause 4 1 (*Crystallisation by notice*) or unless the crystallisation relates to all its Floating Charge Assets, prospective Floating Charge Assets acquired by any Chargor after crystallisation has occurred under Clause 4 1 (*Crystallisation by notice*) or Clause 4 2 (*Automatic crystallisation*) shall become subject to the floating charge created by Clause 3 3 (*Creation of floating charge*), so that the crystallisation shall be effective only as to the specific Floating Charge Assets affected by the crystallisation

- 4 4 **Reconversion.** Any charge which has crystallised under Clause 4 1 (*Crystallisation by notice*) or Clause 4 2 (*Automatic crystallisation*) may, by notice in writing given at any time by the Security Agent to the relevant Chargor (or to the Parent on its behalf), be reconverted into a floating charge in relation to the Assets specified in such notice

- 4 5 **Moratorium Assets:** The floating charge created by each Chargor in Clause 3 3 (*Creation of floating charge*) may not be converted into a fixed charge on Assets for which a moratorium is in force if and for so long as such conversion would breach paragraph 13 and/or paragraph 43 of Schedule A1 of the Insolvency Act 1986

5 **TITLE DOCUMENTS, INSURANCE POLICIES AND TRANSFERS**

- 5 1 **Documents:** Subject to the rights of any prior chargee and except as otherwise expressly agreed in writing by the Security Agent, each Chargor shall subject to the Agreed Security Principles

- (a) deposit with the Security Agent, and the Security Agent shall be entitled to retain during the continuance of the security created by this Debenture, all deeds and documents of title relating to its Fixed Security Assets that are necessary to give effect to or to perfect the fixed security described in Clause 3 2 (*Fixed Security*), and requested by or on behalf of the Security Agent, including

- (i) certificates of registration,
- (ii) certificates (or, where such certificates have been lost or are otherwise not available, a deed of indemnity) constituting or evidencing Specified Investments and Specified Intellectual Property,
- (iii) all deeds and documents of title relating to any Intellectual Property Right which, by virtue of obtaining third party consent pursuant to paragraph (b) of Clause 3 4 (*Third Party Consents*) has ceased to fall within the definition of Restricted IP, and

- (iv) blank stock transfer forms in relation to the Specified Investments,

but excluding in each case deeds and documents of title relating to any Land

- (b) as soon as reasonably practicable, and in any event within 5 Business Days of request, execute and deliver to the Security Agent such documents and transfers and give such instructions and perform such other acts as the Security Agent may reasonably require at any time to constitute or perfect an equitable charge or legal mortgage (at the Security Agent's option) over its Specified Investments, including any eligible to participate in a Relevant System

5 2 **Insurance:**

If any default shall be made by any Chargor at any time in effecting or maintaining any insurance required by the terms of the Facilities Agreement, or in producing any payment receipt to the Security Agent within 5 Business Days following demand, then

- (a) the Security Agent may take out or renew such insurances in such sums as the Security Agent reasonably considers to be appropriate (at that Chargor's expense), and
- (b) all money expended by the Security Agent under this provision shall be recoverable by the Security Agent in accordance with Clause 21 (*Costs and expenses*) and Clause 22 (*Other Indemnities*) of the Intercreditor Agreement

**6 RECEIVABLES**

- 6 1 **Restriction:** No Chargor shall purport, without the Security Agent's prior written consent, to charge, factor, discount, assign, postpone, subordinate, release or waive its rights in respect of any Receivable in favour of any person or do or omit to do anything which might delay or prejudice its full recovery other than in relation to the commutation of Receivables with its customers in the ordinary course of business or unless such action is not prohibited by the Facilities Agreement
- 6 2 **Factoring:** If the Security Agent releases, waives or postpones its rights in respect of any Receivable to enable a Chargor to factor or discount them to any person (the "**factor**"), the charges created by this Debenture shall in all other respects remain in full force and effect. In particular, all amounts becoming due to such Chargor from the factor and any Receivables reassigned, or due to be reassigned to such Chargor, shall be subject to the charges created by this Debenture, subject only to any defences or rights of set-off which the factor may have against such Chargor

**7 NEGATIVE PLEDGE AND OTHER RESTRICTIONS**

Without the prior written consent of the Security Agent, no Chargor shall

- (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,

except in each case as not prohibited by the Facilities Agreement

**8 RIGHT OF APPROPRIATION**

- 8 1 **Financial Collateral Arrangement.** The Parties acknowledge and intend that the charges over each Chargor's Financial Collateral provided under or pursuant to this Debenture will each constitute a "security financial collateral arrangement" for the purposes of the Financial Collateral Regulations
- 8 2 **Right of Appropriation:** The Security Agent may, on or at any time after the security constituted by this Debenture becomes enforceable in accordance with its terms, by notice in writing to the relevant Chargor appropriate with immediate effect all or any of its Financial Collateral charged by this Debenture 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
- 8 3 **Value** The value of any Financial Collateral appropriated under Clause 8 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 by reference to a public index or other applicable generally recognised 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

8 4 **Surplus or Shortfall** The Security Agent will account to the relevant Chargor for any amount by which the value of the appropriated Assets exceeds the Secured Sums and the Chargors shall remain liable to the Security Agent for any amount by which the value of the appropriated Assets is less than the Secured Sums

8 5 **Confirmation.** Each Chargor agrees that the method of valuing Financial Collateral under Clause 8 3 is commercially reasonable

## 9 CONTINUING SECURITY

This Debenture shall be a continuing security for the Beneficiaries, notwithstanding any intermediate payment or settlement of accounts or other matter whatever, and shall be in addition to and shall not prejudice or be prejudiced by any right of set-off, combination, lien or other rights exercisable by any Beneficiary as banker against any Chargor or any security, guarantee, indemnity and/or negotiable instrument now or in the future held by any Beneficiary

## 10 LAND

10 1 **Positive Covenants** Each Chargor covenants that it shall

(a) **Compliance with lease** punctually pay the rents reserved by and observe and perform in all material respects the other material covenants, agreements or obligations on its part as lessee to be observed and performed which are contained in any lease, agreement for lease, tenancy agreement or licence to occupy relating to any Land over which Security is created pursuant to this Deed and, to the extent that it makes commercial sense to do so (in the opinion of the relevant Chargor), enforce the observance and performance by the landlord or licensor of its material obligations under any such document,

(b) **Notices, orders and proposals** when an Event of Default has occurred and is continuing, supply to the Security Agent following the Security Agent's reasonable request copies of any notice, order or proposal affecting its Land over which Security is created pursuant to this Deed which would be reasonably likely to be materially adverse to the interests of the Beneficiaries

(i) within seven Business Days of receipt where it is received from any competent authority or tenant, and

(ii) within five Business Days of receipt where it is received from any landlord,

and at its cost either punctually comply with such notice or order or (if so requested by the Security Agent (acting reasonably)) make or join with the Security Agent in making such objections or representations or taking such other steps as the Security Agent (acting reasonably) may think fit, and

(c) **Acquisitions.** notify the Security Agent promptly following its acquisition of any Land of material value

10 2 **Supplemental Legal Mortgage** if, at any time and from time to time, a Chargor has any interest in any Land which is registered at the Land Registry (or which would be subject to first registration at the Land Registry on the creation of a mortgage over it), but which is

not Restricted Land at that time, and which (for any reason) is also not subject to a legal mortgage under this Debenture, the relevant Chargor will, subject to the Agreed Security Principles, to the extent required to do so by (and in accordance with) Clauses 25 26 (*Further Assurance*) of the Facilities Agreement, as soon as reasonably practicable execute and deliver to the Security Agent a supplemental legal mortgage, in the form set out at Schedule 3, over that Land as security for the Secured Sums

**10 3 Negative covenants.** No Chargor shall (without the prior written consent of the Security Agent) (such consent not to be unreasonably withheld or delayed)

- (a) **No building** save in the ordinary course of business or as not prohibited by the Facilities Agreement, carry out any building work on its Land over which Security is created pursuant to this Deed, or make any structural alteration to any building on its Land over which Security is created pursuant to this Deed, or apply for any planning consent for the development or change of use of its Land over which Security is created pursuant to this Deed, or at any time sever, remove or dispose of any fixture on it if any such action would be reasonably likely to materially adversely affect (i) the value of such Land and (ii) the interests of the Beneficiaries,
- (b) **No onerous obligations** enter into any onerous or restrictive obligation affecting its Land over which Security is created pursuant to this Deed or create or permit to arise any overriding interest or any easement or right whatever in or over it which would be reasonably likely to materially adversely affect its value or the value of the Security constituted by this Debenture over it,
- (c) **Possession** part with possession of its Land over which Security is created pursuant to this Deed (except on the determination of any lease, tenancy or licence granted to it) except as not prohibited by the terms of the Finance Documents, or
- (d) **No sharing** share the occupation of any Land over which Security is created pursuant to this Deed with any other person (or agree to do so) to the extent that to do so would materially adversely affect (i) the value of such Land, or (ii) the interests of the Beneficiaries

**10 4 Consolidation of Mortgages.** Section 93 of the Law of Property Act 1925, dealing with the consolidation of mortgages, shall not apply to this Debenture

**11 INTELLECTUAL PROPERTY RIGHTS**

**11 1 Filings and registrations**

- (a) Each Chargor shall, if so requested by the Security Agent, file and register at any relevant patent, trade mark or other intellectual property register or authority as may be available for the purpose (to the extent that such register or authority is located in the jurisdiction of incorporation of a Guarantor and including, if appropriate the European Patents Office and Office of Harmonisation for the Internal Market) in such name as may be required by the law of the place of registration, such of the following as must be filed or registered there in order to register or perfect the Security created under this Debenture or to give notice to third parties to protect the priority of the security created by this Debenture
  - (i) this Debenture,

- (ii) if so requested by the Security Agent, all licences of Intellectual Property granted to or acquired by it, and
- (iii) all future assignments, mortgages and/or charges of Intellectual Property Rights made pursuant to this Debenture,

and, to the extent necessary to register or perfect the Security created under this Debenture or to give notice to third parties to protect the priority of the security created by this Debenture, maintain or renew such filings and registrations where applicable

- (b) Each Chargor irrevocably authorises the Security Agent to effect such registrations, renewals, payments and notifications at the expense of such Chargor as shall, in the reasonable opinion of the Security Agent, be necessary to register the Security created by this Debenture at any patent, trade mark or other intellectual property register or authority as may be available for the purpose (to the extent that such register or authority is located in the jurisdiction of incorporation of a Guarantor and including, if appropriate, at the European Patents Office or Office of Harmonization for the Internal Market)

## **12 SPECIFIED INVESTMENTS**

**12 1 Voting and other rights** Each Chargor undertakes not to exercise any voting powers or rights in a way which would be reasonably likely to adversely affect the validity or enforceability of the Security constituted by this Debenture or cause an Event of Default to occur

**12 2 Before Enforcement** Unless and until the occurrence of a Declared Default

- (a) all voting powers and rights attaching to Specified Investments (including Derivative Rights) belonging to a Chargor shall continue to be exercised by such Chargor for so long as it remains their registered owner,
- (b) all Derivative Rights shall continue to be retained by such Chargor for so long as it remains their registered owner of the Specified Investments to which those Derivative Rights relate, and
- (c) if Specified Investments belonging to a Chargor are registered in the name of the Security Agent or the Security Agent's nominee, all voting powers and rights attaching to them (including Derivative Rights) shall be exercised by the Security Agent or the Security Agent's nominee in accordance with instructions in writing from time to time received from such Chargor and, in the absence of any such instructions, the Security Agent or the Security Agent's nominee shall not exercise any such rights

**12 3 After Enforcement** At any time after the occurrence of a Declared Default

- (a) the Security Agent may, for the purpose of protecting its interests in relation to the Secured Sums, exercise (but is not obliged to exercise) in the name of a Chargor or otherwise and without any further consent or authority on the part of any Chargor, all voting powers and rights attaching to the Specified Investments (including Derivative Rights) as it sees fit, including any rights to nominate or remove a director, as if the Security Agent were the sole beneficial owner of the Specified Investments,



- (b) all Derivative Rights shall, if received by a Chargor or the Security Agent's nominee, be held on trust for and forthwith paid or transferred to the Security Agent, and
- (c) each Chargor shall (and shall procure that the Security Agent's nominees shall) accept short notice for and attend any shareholders meetings relating to the Specified Investments, appoint proxies and exercise voting and other rights and powers exercisable by the holders of the Specified Investments as the Security Agent may reasonably direct from time to time as it sees fit for the purpose of protecting its interests in relation to the Secured Sums

For the avoidance of doubt, unless and until the Security Agent takes any steps to exercise any voting powers or rights attaching to the Specified Investments after becoming entitled (but not obliged) to do so under this Clause, all such powers and rights remain with the relevant Chargor

- 12 4 **Negative covenant** Each Chargor covenants with the Security Agent that it will not, without the prior written consent of the Security Agent consent to its Specified Investments being consolidated, sub-divided or converted or any rights attached to them being varied except as not prohibited by the Finance Documents

13 **OPENING OF NEW ACCOUNTS**

- 13 1 **Creation of new account** On receiving notice that any Chargor has granted Security over or otherwise encumbered or disposed of any of its Assets in contravention of any Finance Document, a Beneficiary may rule off all its accounts and open new accounts with such Chargor

- 13 2 **Credits to new account** If a Beneficiary does not open a new account immediately on receipt of such notice, it shall nevertheless be treated as if it had done so on that day. From that day, all payments made by the Chargor to that Beneficiary shall be treated as having been credited to a new account and shall not operate to reduce the amount owing from the Chargor to such Beneficiary at the time when it received such notice

14 **POWERS OF SALE, LEASING AND ACCEPTING SURRENDERS**

- 14 1 **Section 103 and 109(1) of the LPA** Section 103 of the Law of Property Act 1925 and section 109(1) of the Law of Property Act 1925 shall not apply to this Debenture, and the statutory power of sale shall arise on, and be exercisable at any time after, the execution of this Debenture. However, the Security Agent shall not exercise such power of sale until this Debenture has become enforceable

- 14 2 **Powers of sale extended** The statutory powers of sale, leasing and accepting surrenders exercisable by the Security Agent by virtue of this Debenture are extended so as to authorise the Security Agent (whether in its own name or that of the Chargor concerned) to, following the occurrence of a Declared Default

- (a) grant a lease of any Land over which Security is created pursuant to this Deed vested in a Chargor or in which it has an interest on such terms and conditions as the Security Agent shall think fit, and
- (b) sever any fixtures from Land over which Security is created pursuant to this Deed vested in a Chargor and sell them separately

**15 APPOINTMENT OF A RECEIVER OR AN ADMINISTRATOR**

**15 1 Appointment:** Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to this Debenture and the floating charges contained in this Debenture. At any time after the occurrence of a Declared Default then this Debenture shall become enforceable and, notwithstanding the terms of any other agreement between such Chargor and any Beneficiary, the Security Agent may (unless precluded by law) appoint in writing any person or persons to be a receiver or a receiver and manager (or receivers or receivers and managers) of all or any part of the Assets of such Chargor or, an administrator or administrators of such Chargor, as the Security Agent may choose in its entire discretion.

**15 2 Power to act separately** Where more than one Receiver or administrator is appointed, the appointees shall have power to act separately unless the Security Agent shall specify to the contrary.

**15 3 Receiver's remuneration.** The Security Agent may from time to time determine the remuneration of a Receiver.

**15 4 Removal of Receiver** The Security Agent may (subject to section 45 of the Insolvency Act 1986) remove a Receiver from all or any of the Assets of which he is the Receiver.

**15 5 Further appointments of a Receiver** Such an appointment of a Receiver shall not preclude

- (a) the Security Agent from making any subsequent appointment of a Receiver over all or any Assets over which a Receiver has not previously been appointed or has ceased to act, or
- (b) the appointment of an additional Receiver to act while the first Receiver continues to act.

**15 6 Receiver's agency**

- (a) The Receiver shall be the agent of the relevant Chargor (which shall be solely liable for his acts, defaults and remuneration) unless and until such Chargor goes into liquidation, after which time he shall act as principal and shall not become the agent of the Security Agent or any other Beneficiary.
- (b) No Secured Party will incur any liability (either to the Chargor or to any other person) by reason of the appointment of a Receiver.

**15 7 Relationship with Security Agent** To the fullest extent allowed by the law, any right, power or discretion conferred by this Debenture (either expressly or implied) or by law on a Receiver may after this Debenture becomes enforceable be exercised by the Security Agent in relation to any Assets without first appointing a Receiver and notwithstanding the appointment of a Receiver.

**16 POWERS OF A RECEIVER**

The Receiver may exercise, in relation to each Chargor over whose Assets he is appointed, all the powers, rights and discretions set out in Schedules 1 and 2 to the Insolvency Act 1986 and in particular, by way of addition to and without limiting such powers, the Receiver may, with or without the concurrence of others

- (a) sell, lease, let, license, grant options over and vary the terms of, terminate or accept surrenders of leases, licences or tenancies of, all or any of the Assets of the relevant Chargor, without the need to observe any of the provisions of Sections 99 and 100 of the Law of Property Act 1925, in such manner and generally on such terms and conditions as he shall think fit in his absolute and unfettered discretion and any such sale or disposition may be for cash, Investments or other valuable consideration (in each case payable in a lump sum or by instalments) and carry any such transactions into effect in the name of and on behalf of such Chargor,
- (b) promote the formation of a Subsidiary of the relevant Chargor with a view to such Subsidiary purchasing, leasing, licensing or otherwise acquiring interests in all or any of the Assets of such Chargor,
- (c) sever any fixtures from Land over which Security is created pursuant to this Deed and/or sell them separately,
- (d) exercise all voting and other rights attaching to Investments owned by the relevant Chargor,
- (e) arrange for the purchase, lease, licence or acquisition of all or any Assets of the relevant Chargor by any Subsidiary contemplated by paragraph (b) above on a basis whereby the consideration may be for cash, Investments, shares of profits or sums calculated by reference to profits or turnover or royalties or licence fees or otherwise, whether or not secured on the assets of such Subsidiary and whether or not such consideration is payable or receivable in a lump sum or by instalments over such period as the Receiver may think fit,
- (f) make any arrangement or compromise with any Beneficiary or others as he shall think fit,
- (g) make and effect all repairs, renewals and improvements to the Assets of the relevant Chargor and effect, renew or increase insurances on such terms and against such risks as he shall think fit,
- (h) appoint managers, officers and agents for the above purposes at such remuneration as the Receiver may determine,
- (i) redeem any prior encumbrance and settle and pass the accounts of the encumbrancer and any accounts so settled and passed shall (subject to any manifest error) be conclusive and binding on the relevant Chargor and the money so paid shall be deemed an expense properly incurred by the Receiver,
- (j) pay the proper administrative charges of any Beneficiaries in respect of time spent by their agents and employees in dealing with matters raised by the Receiver or relating to the receivership of the relevant Chargor,
- (k) commence and/or complete any building operations upon any Land over which Security is created pursuant to this Deed of the relevant Chargor and apply for and obtain any planning permissions, building regulation consents or licences, in each case as he may in his absolute discretion think fit,
- (l) take all steps necessary to effect all registrations, renewals, applications and notifications as the Receiver may in his discretion think prudent to maintain in force or protect any of the relevant Chargor's Intellectual Property Rights, and

- (m) do all such other acts and things as may be considered by the Receiver to be incidental or conducive to any of the above matters or powers or otherwise incidental or conducive to the preservation, improvement or realisation of the relevant Assets

**17 POWER OF ATTORNEY**

**17 1 Appointment of attorney:** Each Chargor, by way of security and to more fully secure the performance of its obligations under this Debenture, hereby irrevocably appoints the Security Agent and separately any nominee and/or any Receiver to be its attorney (with full power to appoint substitutes and to delegate) with power in its name and on its behalf, and as its act and deed or otherwise (whether or not a Receiver or administrator has been appointed) to

- (a) do anything which that Chargor is obliged to do (but has not done within 20 Business Days of being notified in writing by the Security Agent of such failure and being requested to comply) in accordance with this Debenture, including to execute and deliver and otherwise perfect any agreement, assurance, deed, instrument or document, and
- (b) after the occurrence of a Declared Default, enable the Security Agent or any such nominee and/or Receiver to exercise (or to delegate) all or any of the rights conferred on it by this Debenture or by statute in relation to this Debenture or the Assets charged, or purported to be charged, by it

**17 2 Ratification:** Each Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to his appointment under this clause

**17 3 Sums recoverable:** All sums expended by the Security Agent, any nominee and/or any Receiver under this Clause 17 shall be recoverable from each Chargor under the terms of Clause 21 (*Costs and Expenses*) or Clause 22 (*Other Indemnities*) of the Intercreditor Agreement

**18 OTHER POWERS EXERCISABLE BY THE SECURITY AGENT**

**18 1 Receiver's powers:** All powers of a Receiver conferred by this Debenture may be exercised by the Security Agent after this Debenture has become enforceable. In that event, paragraph (i) of Clause 16 (*Powers of Receiver*) shall be read and construed as if the words "be charged on the Assets of the relevant Chargor" were substituted for the words "be deemed an expense properly incurred by the Receiver"

**18 2 Receipt of debts:** Following the occurrence of a Declared Default, the Security Agent, its nominee or any manager, officer or agent of the Security Agent is hereby irrevocably empowered to

- (a) receive all trade debts and other debts and claims which may be assigned to the Security Agent pursuant to this Debenture,
- (b) on payment give an effectual discharge for them and on non-payment to take and institute (if the Security Agent in its sole discretion so decides) all steps and proceedings either in the name of the relevant Chargor or in the name of the Security Agent for their recovery, and
- (c) agree accounts and make allowances and give time to any surety

Each Chargor ratifies and confirms whatever the Security Agent or any manager or officer of the Security Agent shall do or purport to do under this clause

18 3 **Security Agent's powers.** The Security Agent shall have no liability or responsibility to any Chargor arising out of the exercise or non-exercise of the powers conferred on it by this Clause 18, except for gross negligence or wilful default

18 4 **No duty of enquiry.** The Security Agent need not enquire as to the sufficiency of any sums received by it in respect of any debt or claim or make any claim or take any other action to collect in or enforce them

19 **APPLICATION OF MONEY RECEIVED BY THE SECURITY AGENT OR A RECEIVER**

19 1 **Order of priority** Any money received or realised under the powers conferred by this Debenture shall be paid or applied in accordance with the terms of the Intercreditor Agreement

19 2 **Suspense account** Until all the Secured Sums have been unconditionally and irrevocably paid and discharged in full, the Security Agent may place and keep to the credit of a suspense account any money received from or realised in respect of any Chargor's liability under this Debenture. The Security Agent shall have no intermediate obligation to apply such money in or towards the discharge of any of the Secured Sums. Amounts standing to the credit of any such suspense account shall bear interest at a rate considered by the Security Agent in good faith to be a fair market rate

19 3 **Discretion to apply** Until all Secured Sums have been unconditionally and irrevocably paid and discharged in full, the Security Agent may refrain from applying or enforcing any other moneys, security or rights held by it in respect of the Secured Sums or may apply and enforce such moneys, security or rights in such manner and in such order as it shall decide in its unfettered discretion

20 **PROTECTION OF THIRD PARTIES**

20 1 **No duty to enquire:** No purchaser from, or other person dealing with, the Security Agent, its nominee or any Receiver or administrator appointed under this Debenture shall be concerned to enquire whether any of the powers which the Security Agent has exercised or purported to exercise has arisen or become exercisable, or whether this Debenture has become enforceable, or whether any nominee, Receiver or administrator has been validly appointed, or whether any event or cause has happened to authorise the Security Agent, any nominee or a Receiver or administrator to act or as to the propriety or validity of the exercise or purported exercise of any such power, and the title of such a purchaser and the position of such a person shall not be impeachable by reference to any of those matters

20 2 **Receipt** The receipt of the Security Agent shall be an absolute and a conclusive discharge to a purchaser and shall relieve him of any obligation to see to the application of any money paid to or by the direction of the Security Agent

21 **PROTECTION OF THE SECURITY AGENT, ANY NOMINEE AND RECEIVER**

21 1 **Limitation:** None of the Security Agent, any Receiver nor its nominee shall accept responsibility or be liable for any losses to any person or any liability arising as a result of taking or refraining from taking any action in relation to this Debenture, the Assets subject to the Security created by this Debenture or otherwise, whether in accordance with an

instruction from the Agent, Beneficiary or otherwise unless directly caused by its gross negligence or wilful misconduct

- 21 2 **Entry into possession:** Without prejudice to the generality of Clause 21 1 (*Limitation*), neither the Security Agent, any nominee nor any Receiver shall be liable to account as mortgagee in possession or otherwise for any sum not actually received by it or him respectively. If and whenever the Security Agent, or any nominee enters into possession of any Assets, it shall be entitled at any time at its discretion to go out of possession

## 22 SECURITY AGENT

- 22 1 **Security Agent as trustee** The Security Agent declares itself to be a trustee of this Debenture (and any other Security created in its favour pursuant to this Debenture) for the Beneficiaries. The retirement of the person for the time being acting as Security Agent and the appointment of a successor shall be effected in the manner provided for in the Intercreditor Agreement

- 22 2 **Trustee Act 2000** The Parties agree that the Security Agent shall not be subject to the duty of care imposed on trustees by the Trustee Act 2000

- 22 3 **No partnership** Nothing in this Debenture shall constitute or be deemed to constitute a partnership between any of the Beneficiaries and the Security Agent

## 23 INTEREST ON OVERDUE AMOUNTS

- (a) Any amount not paid in accordance with this Debenture when due shall (subject to paragraph (b) below) carry interest at the rate and in accordance with the terms contained in the relevant Finance Document in relation to overdue sums or at such other rate as may be agreed between the relevant Chargor and Beneficiary from time to time,
- (b) Paragraph (a) above shall not apply to the extent that default interest on such amount for such period is charged pursuant to the relevant Finance Document and itself constitutes part of the Secured Sums

## 24 TRANSFER BY A BENEFICIARY

- (a) Any Beneficiary may at any time assign and transfer all or any of its rights in relation to this Debenture to any person or otherwise grant an interest in them to any person to the extent that it is permitted to transfer its rights under the terms of the Facilities Agreement
- (b) The Security Agent may assign and transfer all of its rights and obligations under this Debenture to any replacement Security Agent appointed in accordance with the Intercreditor Agreement. Upon such assignment and transfer becoming effective, the replacement Security Agent shall be, and be deemed to be, acting as agent and trustee for each of the Beneficiaries (including itself) for the purposes of this Debenture in replacement of the previous Security Agent

## 25 THIRD PARTY RIGHTS

- 25 1 **Directly enforceable rights** Pursuant to the Contracts (Rights of Third Parties) Act 1999

- (a) the provisions of Clause 24 (*Transfer by a Beneficiary*) shall be directly enforceable by a Beneficiary,
- (b) the provisions of Clause 15 (*Appointment of a Receiver or an Administrator*) to Clause 21 (*Protection of the Security Agent and Receiver*) inclusive shall be directly enforceable by any nominee or Receiver, and
- (c) the provisions of Clause 20 (*Protection of third parties*) shall be directly enforceable by any purchaser

25 2 **Exclusion of Contracts (Rights of Third Parties) Act 1999** Save as otherwise expressly provided in Clause 25 1 (*Directly enforceable rights*), no person other than a Party shall have any right by virtue of either the Contracts (Rights of Third Parties) Act 1999 or any other provision of English law under which rights might accrue to persons other than a Party, to enforce any term (express or implied) of this Debenture

25 3 **Rights of the Parties to vary** The Parties (or the Parent, on behalf of the Chargors, and the Security Agent (on behalf of the Beneficiaries)) may by agreement vary any term of this Debenture (including this Clause 25) without the necessity of obtaining any consent from any other person

## 26 **JOINT AND SEPARATE LIABILITY**

All covenants, agreements, representations and warranties on the part of the Chargors contained in this Debenture are given by them jointly and separately and shall be construed accordingly

## 27 **FORBEARANCE, SEVERABILITY, VARIATIONS AND CONSENTS**

27 1 **Delay etc** All rights, powers and privileges under this Debenture shall continue in full force and effect, regardless of any Beneficiary, nominee or Receiver exercising, delaying in exercising or omitting to exercise any of them

27 2 **Severability** No provision of this Debenture shall be avoided or invalidated by reason only of one or more other provisions being invalid or unenforceable

27 3 **Illegality, invalidity, unenforceability** Any provision of this Debenture which is or becomes illegal, invalid or unenforceable shall be ineffective only to the extent of such illegality, invalidity and unenforceability, without invalidating the remaining provisions of this Debenture

27 4 **Variations.** No variation of this Debenture shall be valid and constitute part of this Debenture, unless such variation shall have been made in writing and signed by the Security Agent (on behalf of the Beneficiaries) and the Parent (on behalf of the Chargors) or by all Parties

27 5 **Consents** Save as otherwise expressly specified in this Debenture, any consent of the Security Agent may be given absolutely or on any terms and subject to any conditions as the Security Agent may determine in its entire discretion

## 28 **COUNTERPARTS**

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

**29 NOTICES**

- 29 1 **Notices provision.** Any communications to be made under or in connection with this Debenture shall be made in accordance with the notice provisions of the Facilities Agreement

**30 SECURITY AGENT**

The provisions of Clause 19 (*The Security Agent*) and Clause 26 (*Consents, Amendments and Override*) of the Intercreditor Agreement shall apply to the Security Agent's rights, obligations and duties under this Debenture as if set out in this Debenture in full

**31 GOVERNING LAW**

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

**32 ENFORCEMENT**

**32 1 Jurisdiction**

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

**THIS DEBENTURE** has been executed by each Chargor 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 Chargors**

| <b>Name of Chargor</b>                  | <b>Registered Number</b> |
|---|--------------------------|
| Acorn Care and Education Limited        | 05019430                 |
| Advance Foster Care Limited             | 04593517                 |
| Belmont School Limited                  | 03292207                 |
| Bramfield House School Limited          | 05527671                 |
| The Clarion Agency Limited              | 03323124                 |
| Crookhey Hall Limited                   | 02729238                 |
| Focus on Fostering Limited              | 04371679                 |
| Fostering Solutions Limited             | 04006225                 |
| Fostering Solutions (Northern) Limited  | 05491569                 |
| Happen FosterCare Limited               | 04117111                 |
| Happen Holdings Limited                 | 05883554                 |
| Heath Farm Family Services Limited      | 05470925                 |
| Heath Farm Limited                      | 02582284                 |
| Jafa North-East UK Limited              | 04938172                 |
| Kids and Carers Limited                 | 04831259                 |
| Knossington Grange School Limited       | 01313496                 |
| Underley Educational Services           | 03381128                 |
| Underley Schools Limited                | 03834802                 |
| Waterloo Lodge School Limited           | 03921801                 |
| Longdon Hall School Limited             | 07443059                 |
| Kestrel House School Limited            | 07442995                 |
| Kestrel House London Limited            | 06202086                 |
| Acorn Norfolk Limited                   | 07448673                 |
| Hopscotch Solutions Limited             | 03449322                 |
| 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 |
| Acorn Care Residential Services Limited      | 04214622 |
| Partners in Parenting Limited                | 05958860 |
| Acorn Academies Limited                      | 07490575 |
| Threemilestone Education Limited             | 07490653 |
| Swan Independent Living Limited              | 07102057 |
| Swan Fostering Limited                       | 04614052 |
| Ascot College Limited                        | 08754705 |
| Pentangle Management and Consultancy Limited | 03241682 |
| Heath Farm Fostering Agency Limited          | 02634737 |
| Careforward Limited                          | 04627726 |
| Jafa (PIPSS) Limited                         | 04485244 |

**SCHEDULE 2**

**Registered Land to be mortgaged**

| <b>Name of Chargor<br/>/Registered Proprietor</b> | <b>Description of Property</b>  | <b>Title Number</b>   |
|---|---|-----------------------|
| <b>LEASEHOLD PROPERTIES</b>                       |   |                       |
| Acorn Norfolk Limited                             | Eagle House School and Eagle Life College, Mill Road, Banham, Norwich NR16 2HU    | NK329653 and NK329561 |
| Threemilestone Education Limited                  | Somar House, Truro Business Park, Threemilestone, Truro, TR4 9NH                  | CL304967              |
| Underley Educational Services                     | Car parking space at Websters Yard, Kendal  | CU76317               |
| <b>FREEHOLD PROPERTIES</b>                        |   |                       |
| Underley Educational Services                     | Underley Hall School, Kirkby, Lonsdale, Carnforth LA6 2HE                         | CU90902               |
| Underley Educational Services                     | Land at High Cunsey, Sawrey, Cumbria  | CU61286               |
| Underley Educational Services                     | The Boathouse Number 3, Bellmans Landing, Storrs Park, Bowness-on-Windermere      | CU35326               |
| Knossington Grange School Limited                 | 35 Somerby Road, Knossington LE15 8LY   | LT189099              |
| Knossington Grange School Limited                 | Land on south side of Somerby Road, Knossington LE15 8LY                          | LT372100              |
| 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 on south side of The Grange, Somerby Road, Knossington LE15 8LY              | LT372094              |
| Knossington Grange School Limited                 | The Lodge, 19 Somerby Road, Knossington LE15 8LY                                  | LT314232              |
| Knossington Grange School Limited                 | Land to the south of Somerby Road, Knossington LE15 8LY                           | LT190015              |
| Knossington Grange School Limited                 | The Old Manor House, Somerby Road, Knossington LE15 8LY                           | LT179622              |
| Knossington Grange School                         | The Hayne, Uppingham Road,  | LT276768              |

|   |   |  |
|---|---|--|
| Limited                                 | Oakham LE156JB  |  |
| Knossington Grange School Limited       | White Gables, 26 Somerby Road, Knossington LE15 8LY                         | LT372098   |
| Belmont School Limited                  | Belmont School, Haslingden Road, Rawtenstall, Rossendale Lancashire BB4 6RX | LA777462   |
| Belmont School Limited                  | Waterfoot (Cloughfold) Primary School, Peel Street, Cloughfold, Rossendale  | LAN99769   |
| Bramfield House School Limited          | Bramfield House School, Walpole Road, Bramfield, Suffolk IP19 9AB           | SK270789   |
| Bramfield House School Limited          | Ibstock House, Walpole Road, Bramfield, Suffolk IP19 9AB                    | SK249980   |
| Longdon Hall School Limited             | Longdon Hall School   | SF478576 and SF150958                                      |
| Meadowcroft Residential Schools Limited | Meadowcroft School 24 Bar Lane, Wakefield, West Yorkshire WF1 4AD           | WYK676350  |
| Hopscotch Solutions Limited             | The Shires, Great North Road, Stretton, Rutland LE15 7QT                    | LT179093, LT321083, LT328268, LT426358, LT334669, LT248449 |
| Hopscotch Solutions Limited             | 1 Stowe Court, Stocken Hall Road, Oakham LE15 7RN                           | LT345802   |
| Hopscotch Solutions Limited             | Millfield, 13 Back Lane, Colsterworth NG33 5NJ                              | LL184761   |
| Waterloo Lodge School Limited           | Waterloo Lodge School, 171/173 Preston Road, Chorley PR6 7AX                | LA508368   |
| Heath Farm Limited                      | Heath Farm, Egerton Road, Charing Heath, Ashford TN27 0AX                   | K855633  |
| Kestrel House School Limited            | Kestrel House School, Crouch End, North London                              | AGL177303  |
| Crookhey Hall Limited                   | Oakfield House School, Station Road, Salwick, Preston PR4 0YH               | LA825294   |
| Crookhey Hall Limited                   | Crookhey Hall School, Garstang Road, Cockerham, Lancaster LA2 0HA           | LA707324   |

**Unregistered land subject to first registration upon the execution of this Debenture**

|  |  |  |
|--|--|--|
| None as at the date of this<br>Debenture |  |  |
|  |  |  |

The address for service of the Security Agent in the case of registered land is The Ark, 201 Talgarth Road, Hammersmith, London, W6 8BJ (for the attention of Joseph Brownhill/Veronica Irlam)

**SCHEDULE 3**

**Form of Supplemental Legal Mortgage**

**THIS DEED** is made on

20\*\*

**BETWEEN**

- (1) [ \*\*\* ] LIMITED as the Chargor, and
- (2) **GE CORPORATE FINANCE BANK SAS, LONDON BRANCH** as Security Agent

**WHEREAS**

- (A) This Deed is supplemental to the Debenture (as defined below) pursuant to which the Chargor charged, amongst other things, freehold and leasehold properties to the Security Agent to secure the payment of all monies and liabilities covenanted to be paid or discharged in the Debenture
- (B) The Chargor is entering into this Deed pursuant to Clause 10.2 (*Supplemental Legal Mortgage*) of the Debenture \*\*\*] in order to perfect the fixed equitable charge over the Mortgaged Property (as defined below) granted under the Debenture into a legal charge over the Mortgaged Property to secure the moneys and liabilities covenanted to be paid or discharged by the Chargor in the Debenture

**WITNESSES AS FOLLOWS**

**1 DEFINITIONS AND INTERPRETATION**

- 1.1 **Definitions** Unless the context otherwise requires, words or expressions defined in the Debenture shall have the same meaning in this Deed and this construction shall survive the termination of the Debenture. In addition, in this Deed

**"Chargor"** means [ \*\*\* ] Limited, a [limited liability] company incorporated in England and Wales with registered number [ \*\*\* ]

**"Debenture"** means the debenture dated [ \*\*\* ] between, amongst others, Acorn Care 3 Limited and certain of its subsidiaries (as Chargors) and GE Corporate Finance Bank SAS, London Branch (as Security Agent)

**"Mortgaged Property"** means the property described in the Schedule to this Deed

**"Secured Sums"** means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever and whether incurred originally by the Chargor or by some other person) of the Chargor to all or any of the Beneficiaries under each or any of the Finance Documents, in each case together with

- (a) all costs, charges and expenses incurred by any Beneficiary in connection with the protection, preservation or enforcement of its rights under any Finance Document, and
- (b) all moneys, obligations and liabilities due, owing or incurred in respect of any variations or increases in the amount or composition of the facilities provided under any Finance Document or the obligations and liabilities imposed under such documents

**"Security Agent"** means GE Corporate Finance Bank SAS, London Branch, acting as security agent and trustee for the Beneficiaries including any security agent and trustee successor appointed by the Beneficiaries pursuant to the Finance Documents

1 2 **Interpretation** Unless the context otherwise requires the interpretative provisions set out in the paragraphs below shall apply in this Deed

- (a) References to any Party shall be construed so as to include that Party's respective successors in title, permitted assigns and permitted transferees
- (b) **"Including"** and **"in particular"** shall not be construed restrictively but shall mean respectively "including, without prejudice to the generality of the foregoing" and "in particular, but without prejudice to the generality of the foregoing"
- (c) A **"person"** includes any person, firm, company, corporation, government, state or agency of a state or any association, joint venture, trust or partnership (whether or not having separate legal personality) of two or more of the foregoing
- (d) **"Property"** includes any interest (legal or equitable) in real or personal property and any thing in action
- (e) **"Variation"** includes any variation, amendment, accession, novation, restatement, modification, assignment, transfer, supplement, extension, deletion or replacement however effected and **"vary"** and **"varied"** shall be construed accordingly
- (f) **"Writing"** includes facsimile transmission legibly received except in relation to any certificate, notice or other document which is expressly required by this Deed to be signed and **"written"** has a corresponding meaning
- (g) References to this Deed to any other document (including any Finance Document) include references to this Deed or such other document as varied in any manner from time to time, even if changes are made to the composition of the parties to this Deed or such other document or to the nature or amount of any facilities made available under such other document
- (h) The singular shall include the plural and vice versa and any gender shall include the other genders
- (i) Clauses, paragraphs and Schedules shall be construed as references to Clauses and paragraphs of, and Schedules to, this Deed
- (j) Any reference to any statute or statutory instrument or any section of it shall be deemed to include a reference to any statutory modification or re-enactment of it for the time being in force in relation to the particular circumstances
- (k) Headings in this Deed are inserted for convenience and shall not affect its interpretation
- (l) A Default or an Event of Default is **"continuing"** for the purposes of the Finance Documents if it has not been remedied or waived

## 2 **COVENANT TO PAY**

2 1 **Covenant to pay:** The Chargor repeats the covenant given by it in Clause 2 (*Covenant to pay*) of the Debenture 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 2 **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 3 **Demands**

- (a) The making of one demand shall not preclude the Security Agent from making any further demands
- (b) Any third party dealing with the Security Agent or any Receiver shall not be concerned to see or enquire as to the validity of any demand under this Deed

3 **CHARGING CLAUSE**

The Chargor, with full title guarantee, as security for the payment or discharge of all Secured Sums, charges to the Security Agent (as trustee for the Beneficiaries) by way of legal mortgage all of the Mortgaged Property

4 **INCORPORATION OF PROVISIONS**

All of the covenants, provisions and powers contained in or subsisting under the Debenture shall be applicable for securing all of the moneys and liabilities hereby secured and for defining and enforcing the rights of the Parties under this Deed as if such covenants, provisions and powers had been set out in full in this Deed, with the appropriate changes having been made

5 **NEGATIVE PLEDGE**

Without the prior written consent of the Security Agent, the Chargor shall not

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

except in each case as not prohibited by the Facilities Agreement

6 **APPLICATION TO THE LAND REGISTRY**

- (a) In relation to each register of title of the Mortgaged Property, the Chargor consents to the Security Agent (or its solicitors) at any time submitting to the Land Registry any and all of the following
  - (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 of the Mortgaged Property in England and Wales which is unregistered Land at its own expense, within 10 Business Days of its execution of this Deed \*\*\* ]

## 7 THIRD PARTY RIGHTS

- 7 1 **Exclusion of Contracts (Rights of Third Parties) Act 1999** No person other than a party to this Deed shall have any rights by virtue of the Contracts (Rights of Third Parties) Act 1999 or any other provision of English law under which rights might accrue to persons other than a party to enforce any term (express or implied) of this Deed
- 7 2 **Rights to vary.** The parties to this Deed may by agreement vary any term of this Deed (including this Clause 7) without the necessity of obtaining any consent from any other person

## 8 FORBEARANCE, SEVERABILITY, VARIATIONS AND CONSENTS

- 8 1 **Delay etc** All rights, powers and privileges under this Deed shall continue in full force and effect, regardless of any Beneficiary exercising, delaying in exercising or omitting to exercise any of them
- 8 2 **Severability** No provision of this Deed shall be avoided or invalidated by reason only of one or more other provisions being invalid or unenforceable
- 8 3 **Illegality, invalidity, unenforceability.** Any provision of this Deed which is or becomes illegal, invalid or unenforceable shall be ineffective only to the extent of such illegality, invalidity and unenforceability, without invalidating the remaining provisions of this Deed
- 8 4 **Variations** No variation of this Deed shall be valid and constitute part of this Deed, unless such variation shall have been made in writing and signed by the Security Agent (on behalf of the Beneficiaries) and the Chargor (or the Parent on its behalf)
- 8 5 **Consents** Any consent of the Security Agent may be given absolutely or on any terms and subject to any conditions as the Security Agent may determine in its entire discretion

## 9 COUNTERPARTS

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

## 10 SECURITY AGENT

The provisions of Clause 19 (*The Security Agent*) and Clause 26 (*Consents, Amendments and Override*) of the Intercreditor Agreement shall apply to the Security Agent's rights, obligations and duties under this Deed as if set out in this Deed in full

**11 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

**12 ENFORCEMENT**

**12.1 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 the consequences of its nullity) or any non-contractual obligations arising out of or in connection with this Debenture (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

**THIS DEED** has been executed by the Chargor as a deed and signed by the Security Agent and it shall take effect on the date stated at the beginning of this document

**SCHEDULE**

**The Mortgaged Property**

All that freehold property known as [ \*\*\* ] and registered at the Land Registry under title number [ \*\*\* ]

EXECUTION PAGE

THE CHARGOR

Executed as a )  
Deed by [\*\*\*insert name of Chargor\*\*\*] )  
(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 for and on behalf of )  
[ \*\*\* full legal name of Security )  
Agent \*\*\* ] )

Authorised Signatory

**SCHEDULE 4**

**Specified Intellectual Property**

None at the date of this Debenture

**SCHEDULE 5**

**Forms of Notice of Assignment/Charge**

**Part 1**

**NOTICE TO HEDGING COUNTERPARTIES**

**Served by Recorded Delivery or By Hand**

To     [\*Hedge Counterparty\*]

[\*date\*]

Dear Sirs,

**Notice of Assignment**

We refer to a Debenture (the "**Debenture**") dated [ \*\*\* ] made between, inter alia, [ \*\*\* ] (the "**Security Agent**") and ourselves. Terms defined in the Debenture are to have the same meanings in this letter.

We hereby give you notice that we have assigned all our rights, title and interest in and to the [\* define \*] (the "**Hedging Agreements**") to the Security Agent by Clause 3.1 (*Security Assignments*) of the Debenture.

We irrevocably and unconditionally instruct and authorise you (notwithstanding any previous directions which we may have given you to the contrary)

- 1     to hold to the order of the Security Agent all sums from time to time due and payable by you to us under the Hedging Agreements,
- 2     to pay or release all or any part of the sums from time to time due and payable by you to us under the Hedging Agreements in accordance with the written instructions given to you by the Security Agent from time to time, and
- 3     to comply with the terms of any written notice or instructions in any way relating to, or purporting to relate to the Debenture, the sums payable to the Company from time to time under the Hedging Agreements or the debts represented thereby, which you receive from the Security Agent from time to time without reference to or further authority from the Company and without any enquiry by you as to the justification for or validity of such notice or instruction.

The instructions and authorisations contained in this letter shall remain in full force and effect until we and the Security Agent together give you notice in writing revoking them.

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

Please confirm your acknowledgement of this Notice by signing the acknowledgements set out at the foot of the enclosed duplicate hereof and by returning the same to Hogan Lovells International LLP at Atlantic House, London EC1A 2FG (Ref [ \*\*\* ]) and to [ \*\*\**Security Agent's name and address*\*\*\* ] marked for the attention of [ \*\*\* ].

Signed

for and on behalf of

[ \*\*\*the Company \*\*\* ]

[on copy]

**ACKNOWLEDGEMENT**

To Hogan Lovells International LLP

Atlantic House

London EC1A 2FG

Ref [ \*\*\* ]

To [ \*\*\* Security Agent \*\*\* ]

For the attention of [ \*\*\* ]

We, [ \*\*\* Hedge Counterparty\*\*\* ] hereby acknowledge receipt of a notice of assignment from the Company of which the attached is a copy (the "**Notice of Assignment**")

We confirm that we have not received notice of any other assignment of the Hedging Agreements described in the Notice of Assignment or any interest therein

For and on behalf of

[ \*\*\* Hedge Counterparty \*\*\* ]

Dated

SCHEDULE 5

Part 2

FORM OF NOTICE OF ASSIGNMENT - INSURANCES

To [\*Insurer\*]

[\*Insurance broker\*]

2014

Dear Sirs,

**[Identify the relevant insurance policy(ies) (the "Policies")]**

We refer to a Debenture (the "**Debenture**") dated 2014 made between, amongst others, GE Corporate Finance Bank SAS, London Branch (the "**Security Agent**") and ourselves

We hereby give you notice that we have charged to the Security Agent for the benefit of itself and certain other banks and financial institutions (the "**Beneficiaries**") all our rights, title and interest in the Policies (including the benefit of all claims arising and all money payable under them) as security for certain obligations owed by us to the Beneficiaries

We further notify you that

- (a) you may continue to deal with us in relation to the Policies until you receive written notice to the contrary from the Security Agent stating that the Debenture has become enforceable (by virtue of a Declared Default) (a "**Default Notice**"), and
- (b) the provisions of this notice may only be revoked with the written consent of the Security Agent

Please sign and return the enclosed copy of this notice to the Security Agent (with a copy to us) by way of confirmation that

- (a) you agree to act in accordance with the provisions of this notice,
- (b) you have not received notice that we have assigned our rights under the Policies to a third party or created any other charge or interest (whether by way of security or otherwise) in the Policies in favour of a third party,
- (c) following receipt of a Default Notice, you will hold to the order of the Security Agent all monies to which we are entitled under the Policies and pay or release all or any part of the monies to which we are entitled under the policies in accordance with the written instructions given to you by the Security Agent from time to time, and
- (d) following receipt of a Default Notice, you will comply with the terms of any written notice or instructions in any way relating to or purporting to relate to the Policies, the sums payable thereunder or the debts represented thereby, which you receive from the Security Agent from time to time without reference to or further authority from ourselves and without any enquiry by you as to the justification for or validity of such notice or instruction



The instructions and authorisations contained in this letter shall remain in full force and effect until we and the Security Agent together give you notice in writing revoking them

This letter shall be governed by and construed in accordance with the laws of England

Please confirm your acknowledgement of this Notice by signing the acknowledgements set out at the foot of the enclosed duplicate hereof and by returning the same to Hogan Lovells International LLP at Atlantic House, London EC1A 2FG (Ref F3/SJB/GIBSONSC/48119 00128) and to GE Corporate Finance Bank SAS, London Branch, [\*\*\*Address\*\*\*], for the attention of [\*\*\*], fax number [\*\*\*]

Signed

for and on behalf of

[ \*\*\* Chargor \*\*\* ]

**[on copy]**

To            *[Name of Security Agent]*  
              as Security Agent  
              *[address of Security Agent]*

Copy to      *[Name of Chargor]*

Dear Sirs

We acknowledge receipt of the above notice and consent and agree to its terms

for and on behalf of

*[Name of Insurer]*

Dated

**SCHEDULE 5**

**Part 3**

**FORM OF NOTICE OF ASSIGNMENT OF STRUCTURAL INTRAGROUP LOANS**

**Served by Recorded Delivery or By Hand**

To [\*Intra Group Debtor\*]

[\*date\*]

Dear Sirs,

**Notice of Assignment**

We refer to [\*\*\* *describe Structural Intra Group Loan* \*\*\*] (the "**Structural Intra Group Loan**")

We refer to a debenture (the "**Debenture**") dated [ \*\*\* ] made between, inter alia, [ \*\*\* ] (the "**Security Agent**") and ourselves. Terms defined in the Debenture are to have the same meanings in this letter.

We hereby give you notice that we have assigned by way of security all of our rights, title and interest from time to time in respect of the Structural Intra-Group Loan to the Security Agent by Clause 3.1 (*Security Assignments*) of the Debenture.

We irrevocably and unconditionally instruct and authorise you (notwithstanding any previous directions which we may have given you to the contrary) that, following your receipt of a notice from the Security Agent that the Debenture has become enforceable (by virtue of a Declared Default)

- unless otherwise directed by the Security Agent, to furnish or disclose to the Security Agent in addition to ourselves all notices, matters or things relating to the Structural Intra-Group Loan, and
- to accept from and agree with the Security Agent (and not ourselves) all claims under, discharges for and waivers, variations, terminations and cancellations of the Structural Intra-Group Loan without any reference to or further authority from us.

The instructions and authorisations contained in this letter shall remain in full force and effect until we and the Security Agent together give you notice in writing revoking them.

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

Please confirm your acknowledgement of this Notice by signing the acknowledgements set out at the foot of the enclosed duplicate hereof and by returning the same to Hogan Lovells International LLP at Atlantic House, London EC1A 2FG (Ref [ \*\*\* ]) and to [ \*\*\**Security Agent's name and address*\*\*\* ] marked for the attention of [ \*\*\* ].

Signed

for and on behalf of

[\*\*\**Relevant Chargor*\*\*\*]

[on copy]

**ACKNOWLEDGEMENT**

To Hogan Lovells International LLP

Atlantic House

London EC1A 2FG

Ref [ \*\*\* ]

To [ \*\*\* Security Agent \*\*\* ]

For the attention of [ \*\*\* ]

We hereby acknowledge receipt of a notice of assignment from [ \*\*\* *Chargor* \*\*\* ] (the "**Assignor**") of which the attached is a copy (the "**Notice of Assignment**")

We confirm that

- (a) we have not received notice of any other assignment of the Structural Intra-Group Loan described in the Notice of Assignment or any interest therein, and
- (b) we confirm that we will act in accordance with the instructions given by the Assignor in the Notice of Assignment

For and on behalf of

[ \*\*\* *Structural Intra-Group Debtor* \*\*\* ]

Dated

EXECUTION PAGE

THE PARENT

Executed and delivered as a Deed by )  
Acorn Care 3 Limited (pursuant to a )  
resolution of its Board of Directors) )  
acting by



Director

Jean-Charles Doun

in the presence of

Signature of witness



Name of witness

Erin Aubrey

Address of witness



**THE CHARGORS**

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

)  
)  
)

[Redacted Signature]

Director **NATALIE-JANE MACDONALD**

in the presence of

Signature of witness

[Redacted Signature]

Name of witness

**JOSEPH PAYTEN**

Address of witness

Linklaters LLP  
One Silk Street  
London EC2Y 8HQ

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

)  
)  
)

[Redacted Signature]

Director

**NATALIE-JANE MACDONALD**

in the presence of

Signature of witness

[Redacted Signature]

Name of witness

**JOSEPH PAYTEN**

Address of witness

Linklaters LLP  
One Silk Street  
London EC2Y 8HQ

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

)  
)  
)



Director

NATALIE-JANE MACDONALD

in the presence of

Signature of witness



Name of witness:

JOSEPH PAYTEN

Address of witness

Linklaters LLP  
One Silk Street  
London EC2Y 8HQ

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

)  
)  
)



Director

NATALIE-JANE MACDONALD

in the presence of

Signature of witness



Name of witness

JOSEPH PAYTEN

Address of witness:

Linklaters LLP  
One Silk Street  
London EC2Y 8HQ

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

)  
)  
)



Director

NATALIE-JANE MACDONALD

in the presence of

Signature of witness



Name of witness

JOSEPH PAMTEN

Address of witness

Linklaters LLP  
One Silk Street  
London EC2Y 8HQ

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

)  
)  
)

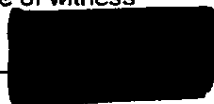


Director

NATALIE-JANE MACDONALD

in the presence of

Signature of witness



Name of witness

JOSEPH PAMTEN

Address of witness

Linklaters LLP  
One Silk Street  
London EC2Y 8HQ



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

)  
)  
)



Director

NATALIE-JANE MACDONALD

in the presence of

Signature of witness



Name of witness

JOSEPH PAMTEN

Address of witness

Linklaters LLP  
One Silk Street  
London EC2Y 8HQ

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

)  
)  
)



Director

NATALIE-JANE MACDONALD

in the presence of

Signature of witness



Name of witness.

JOSEPH PAMTEN

Address of witness

Linklaters LLP  
One Silk Street  
London EC2Y 8HQ

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

)  
)  
)

[Redacted Signature]

Director

NATALIE-JANE MACDONALD

in the presence of

Signature of witness

[Redacted Signature]

Name of witness

JOSEPH PAYTEN

Address of witness

Linklaters LLP  
One Silk Street  
London EC2Y 8HQ

Executed and delivered as a Deed by  
**Happen FosterCare Limited**  
(pursuant to a resolution of its Board  
of Directors) acting by

)  
)  
)

[Redacted Signature]

Director

NATALIE-JANE MACDONALD

in the presence of

Signature of witness

[Redacted Signature]

Name of witness

JOSEPH PAYTEN

Address of witness

Linklaters LLP  
One Silk Street  
London EC2Y 8HQ

Executed and delivered as a Deed by  
**Happen Holdings Limited**  
(pursuant to a resolution of its Board  
of Directors) acting by.

)  
)  
)



Director

NATALIE-JANE MACDONALD

in the presence of

Signature of witness



Name of witness

JOSEPH PAYTEN

Address of witness

Linklaters LLP  
One Silk Street  
London EC2Y 8HQ

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

)  
)  
)



Director

NATALIE-JANE MACDONALD

in the presence of

Signature of witness:



Name of witness:

JOSEPH PAYTEN

Address of witness.

Linklaters LLP  
One Silk Street  
London EC2Y 8HQ

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

)  
)  
)



Director

NATALIE-JANE MACDONALD

in the presence of

Signature of witness



Name of witness

JOSEPH PAYTEN

Address of witness

\_\_\_\_\_  
Linklaters LLP  
One Silk Street  
\_\_\_\_\_  
London EC2Y 8HQ  
\_\_\_\_\_

Executed and delivered as a Deed by  
**Jafa North-East UK Limited**  
(pursuant to a resolution of its Board  
of Directors) acting by

)  
)  
)




Director

NATALIE-JANE MACDONALD

in the presence of

Signature of witness.



Name of witness

JOSEPH PAYTEN

Address of witness

\_\_\_\_\_  
Linklaters LLP  
One Silk Street  
\_\_\_\_\_  
London EC2Y 8HQ  
\_\_\_\_\_

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

)  
)  
)

[Redacted Signature]

Director

NATALIE-JANE MACDONALD

in the presence of

Signature of witness

[Redacted Signature]

Name of witness

JOSEPH PAYTEN

Address of witness:

Linklaters LLP  
One Silk Street  
London EC2Y 8HQ

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

)  
)  
)

[Redacted Signature]

Director

NATALIE-JANE MACDONALD

in the presence of

Signature of witness

[Redacted Signature]

Name of witness

JOSEPH PAYTEN

Address of witness

Linklaters LLP  
One Silk Street  
London EC2Y 8HQ

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

)  
)  
)

[Redacted Signature]

Director

NATALIE-JANE MACDONALD

in the presence of

Signature of witness

[Redacted Signature]

Name of witness

JOSEPH PAYTEN

Address of witness

Linklaters LLP  
One Silk Street  
London EC2Y 8HQ

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

)  
)  
)

[Redacted Signature]

Director

NATALIE-JANE MACDONALD

in the presence of

Signature of witness

[Redacted Signature]

Name of witness

JOSEPH PAYTEN

Address of witness

Linklaters LLP  
One Silk Street  
London EC2Y 8HQ

Executed and delivered as a Deed by  
**Waterloo Lodge School Limited**  
(pursuant to a resolution of its Board  
of Directors) acting by

)  
)  
)

[Redacted Signature]

Director

NATALIE-JANE MACDONALD

in the presence of

Signature of witness

[Redacted Signature]

Name of witness

JOSEPH PAYTEN

Address of witness

Linklaters LLP  
One Silk Street  
London EC2Y 8HQ

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

)  
)  
)

[Redacted Signature]

Director

NATALIE-JANE MACDONALD

in the presence of.

Signature of witness

[Redacted Signature]

Name of witness:

JOSEPH PAYTEN

Address of witness

Linklaters LLP  
One Silk Street  
London EC2Y 8HQ

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

)  
)  
)

[Redacted Signature]

Director

NATALIE-JANE MACDONALD

in the presence of

Signature of witness

[Redacted Signature]

Name of witness

JOSEPH PAYTEN

Address of witness

\_\_\_\_\_  
Linklaters LLP  
One Silk Street  
\_\_\_\_\_  
London EC2Y 8HQ  
\_\_\_\_\_

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

)  
)  
)

[Redacted Signature]

Director

NATALIE-JANE MACDONALD

in the presence of

Signature of witness

[Redacted Signature]

Name of witness

JOSEPH PAYTEN

Address of witness

\_\_\_\_\_  
Linklaters LLP  
One Silk Street  
\_\_\_\_\_  
London EC2Y 8HQ  
\_\_\_\_\_



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



Director

in the presence of

NATALIE-JANE MACDONALD

Signature of witness



Name of witness

JOSEPH PAMTEN

Address of witness

Linklaters LLP

One Silk Street

London EC2Y 8HQ

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



Director

in the presence of

NATALIE-JANE MACDONALD

Signature of witness



Name of witness

JOSEPH PAMTEN

Address of witness

Linklaters LLP

One Silk Street

London EC2Y 8HQ

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

)  
)  
)



Director

NATALIE-JANE MACDONALD

in the presence of

Signature of witness,



Name of witness

JOSEPH PAYTEN

Address of witness

Linklaters LLP  
One Silk Street  
London EC2Y 8HQ

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

)  
)  
)

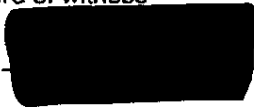


Director

NATALIE-JANE MACDONALD

in the presence of:

Signature of witness



Name of witness

JOSEPH PAYTEN

Address of witness

Linklaters LLP  
One Silk Street  
London EC2Y 8HQ

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



Director

NATALIE-JANE MACDONALD

in the presence of

Signature of witness



Name of witness

JOSEPH PAYTEN

Address of witness

Linklaters LLP  
One Silk Street  
London EC2Y 8HQ

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



Director

NATALIE-JANE MACDONALD

in the presence of.

Signature of witness:



Name of witness:

JOSEPH PAYTEN

Address of witness

Linklaters LLP  
One Silk Street  
London EC2Y 8HQ

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

)  
)  
)



Director

NATALIE-JANE MACDONALD

in the presence of:

Signature of witness.



Name of witness

JOSEPH PAYTEN

Address of witness

\_\_\_\_\_  
Linklaters LLP  
\_\_\_\_\_  
One Silk Street  
London EC2Y 8HQ  
\_\_\_\_\_

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

)  
)  
)



Director

NATALIE-JANE MACDONALD

in the presence of

Signature of witness.



Name of witness

JOSEPH PAYTEN

Address of witness

\_\_\_\_\_  
Linklaters LLP  
\_\_\_\_\_  
One Silk Street  
London EC2Y 8HQ  
\_\_\_\_\_

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

[Redacted Signature]

Director

NATALIE-JANE MACDONALD

in the presence of

Signature of witness

[Redacted Signature]

Name of witness

JOSEPH PAYTEN

Address of witness

Linklaters LLP  
One Silk Street  
London EC2Y 8HQ

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

[Redacted Signature]

Director

NATALIE-JANE MACDONALD

in the presence of

Signature of witness

[Redacted Signature]

Name of witness

JOSEPH PAYTEN

Address of witness

Linklaters LLP  
One Silk Street  
London EC2Y 8HQ

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

)  
)  
)

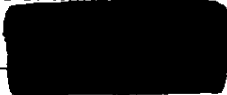


Director

NATALIE-JANE MACDONALD

in the presence of

Signature of witness



Name of witness

JOSEPH PAYTEN

Address of witness

Linklaters LLP  
One Silk Street  
London EC2Y 8HQ

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

)  
)  
)



Director

NATALIE-JANE MACDONALD

in the presence of

Signature of witness



Name of witness

JOSEPH PAYTEN

Address of witness

Linklaters LLP  
One Silk Street  
London EC2Y 8HQ

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

)  
)  
)



Director

NATALIE-JANE MACDONALD

in the presence of

Signature of witness:



Name of witness:

JOSEPH PAYTEN

Address of witness.

\_\_\_\_\_  
Linklaters LLP  
\_\_\_\_\_  
One Silk Street  
London EC2Y 8HQ  
\_\_\_\_\_

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

)  
)  
)




Director

NATALIE-JANE MACDONALD

in the presence of

Signature of witness:



Name of witness

JOSEPH PAYTEN

Address of witness:

\_\_\_\_\_  
Linklaters LLP  
\_\_\_\_\_  
One Silk Street  
London EC2Y 8HQ  
\_\_\_\_\_

Executed and delivered as a Deed by  
**Swan Independent Living Limited**  
(pursuant to a resolution of its Board  
of Directors) acting by

)  
)  
)



Director

NATALIE-JANE MACDONALD

in the presence of

Signature of witness



Name of witness

JOSEPH PAYTEN

Address of witness

Linklaters LLP  
One Silk Street  
London EC2Y 8HQ

Executed and delivered as a Deed by  
**Swan Fostering Limited**  
(pursuant to a resolution of its Board  
of Directors) acting by

)  
)  
)



Director

NATALIE-JANE MACDONALD

in the presence of

Signature of witness



Name of witness.

JOSEPH PAYTEN

Address of witness.

Linklaters LLP  
One Silk Street  
London EC2Y 8HQ



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

)  
)  
)



Director

NATALIE-SANE MACDONALD

in the presence of

Signature of witness



Name of witness

JOSEPH PAMTEN

Address of witness

Linklaters LLP  
One Silk Street  
London EC2Y 8HQ

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

)  
)  
)



Director

NATALIE-SANE MACDONALD

in the presence of

Signature of witness



Name of witness

JOSEPH PAMTEN

Address of witness

Linklaters LLP  
One Silk Street  
London EC2Y 8HQ

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

)  
)  
)



Director

NATALIE-JANE MACDONALD

in the presence of

Signature of witness



Name of witness

JOSEPH PAYTEN

Address of witness

Linklaters LLP  
One Silk Street  
London EC2Y 8HQ

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

)  
)  
)



Director

NATALIE-JANE MACDONALD

in the presence of

Signature of witness



Name of witness

JOSEPH PAYTEN

Address of witness

Linklaters LLP  
One Silk Street  
London EC2Y 8HQ

Executed and delivered as a Deed by  
Jafa (PIPSS) Limited  
(pursuant to a resolution of its Board  
of Directors) acting by

)  
)  
)



Director

NATALIE-JANE MACDONALD

in the presence of

Signature of witness



Name of witness

JOSEPH PAYTEN

Address of witness

\_\_\_\_\_  
Linklaters LLP  
\_\_\_\_\_  
One Silk Street  
London EC2Y 8HQ  
\_\_\_\_\_

**THE SECURITY AGENT**

Signed by GE Corporate )  
Finance Bank SAS, London )  
Branch acting by - )

Authorised Signatory

Authorised Signatory

**Notice details for the Security Agent**

Address                      The Ark,  
                                 201 Talgarth Road  
                                 Hammersmith  
                                 London  
                                 W6 8BJ

Fax No                        +44 (0) 845 070  
                                 2047

Attention.                    Joseph Brownhill /  
                                 Veronica Irlam

Executed and delivered as a Deed by )  
**Jafa (PIPSS) 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 **GE Corporate** )  
**Finance Bank SAS, London** )  
**Branch acting by -** )

  
Authorised Signatory

  
Authorised Signatory

**Notice details for the Security Agent**

Address                    The Ark,  
                              201 Talgarth Road  
                              Hammersmith  
                              London  
                              W6 8BJ

Fax No                    +44 (0) 845 070  
                              2047

Attention                Joseph Brownhill /  
                              Veronica Irlam