



Registration of a Charge

Company name: **CHILDREN FIRST FOSTERING AGENCY LIMITED**
Company number: **03894588**



X3B8U4I2

Received for Electronic Filing: **02/07/2014**

Details of Charge

Date of creation: **20/06/2014**

Charge code: **0389 4588 0006**

Persons entitled: **LLOYDS BANK PLC**

Brief description: **NONE.**

Contains fixed charge(s).

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

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION**

**FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL
INSTRUMENT.**

Certified by:

ASHURST LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3894588

Charge code: 0389 4588 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 20th June 2014 and created by CHILDREN FIRST FOSTERING AGENCY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd July 2014 .

Given at Companies House, Cardiff on 2nd July 2014

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



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Debenture

Belton Associates Holdings Limited
The Parent

Belton Associates Limited
The Company

and

Lloyds Bank plc
as Security Agent

Note: the application of recoveries under this debenture is regulated by the terms of the Intercreditor Agreement

20 June 2014

CONTENTS

CLAUSE	PAGE
1. INTERPRETATION	1
2. COVENANT TO PAY	5
3. CHARGING CLAUSE	5
4. CONTINUING SECURITY	8
5. FURTHER ASSURANCE	8
6. NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS	9
7. REPRESENTATIONS AND WARRANTIES	9
8. UNDERTAKINGS	10
9. ATTORNEY	13
10. ENFORCEMENT AND POWERS OF THE SECURITY AGENT	14
11. STATUS, POWERS, REMOVAL AND REMUNERATION OF RECEIVER	15
12. APPLICATION OF MONEYS	17
13. PROTECTION OF THIRD PARTIES	18
14. PROTECTION OF SECURITY AGENT AND RECEIVER	18
15. DEFAULT INTEREST	19
16. CUMULATIVE POWERS AND AVOIDANCE OF PAYMENTS	19
17. RULING OFF ACCOUNTS	19
18. DELEGATION	20
19. REDEMPTION OF PRIOR CHARGES	20
20. SET-OFF	20
21. NOTICES	20
22. CHANGES TO PARTIES	20
23. CURRENCY CLAUSES	21
24. MISCELLANEOUS	21
25. GOVERNING LAW AND JURISDICTION	22
SCHEDULE 1	23
Charging Companies	23
SCHEDULE 2	25
Details of Material Premises	25
SCHEDULE 3	26
Subsidiary Shares	26
SCHEDULE 4	27
Assigned Agreements	27
SCHEDULE 5	29
Intellectual Property	29
SCHEDULE 6	31
Part 1	31
Forms of notice to counterparties (other than insurers) of Assigned Agreements/Hedging Agreements	31
Part 2	33
Form of notice to insurers	33
SCHEDULE 7	35
Details of Collection Accounts	35
SCHEDULE 8	37
Form of notice to banks operating Collection Accounts and/or Cash Collateral Accounts	37
SCHEDULE 9	40
Form of Security Accession Deed	40
Details of Material Premises	43
Details of Subsidiary Shares	43
Assigned Agreements	43
Details of Collection Accounts	43
Intellectual Property	43

THIS DEED is made on 20 June 2014

BETWEEN:

- (1) **BELTON ASSOCIATES HOLDINGS LIMITED** (a company incorporated in England and Wales with registered number 07877276) (the "**Parent**");
- (2) **THE COMPANIES** listed in schedule 1 (the "**Charging Companies**"); and
- (3) **LLOYDS BANK PLC** as security trustee for itself and the other Secured Parties (the "**Security Agent**").

THE PARTIES AGREE AS FOLLOWS:

1. **INTERPRETATION**

1.1 **Definitions**

In this deed:

"2012 Debenture" means the debenture dated 19 January 2012, executed and acceded to by each of the Charging Companies in favour of the Security Agent;

"Assigned Agreements" means the Acquisition Documents, the Insurances, the Key-person Policy and any other agreement designated as an Assigned Agreement by the Parent and the Security Agent, including (but not limited to) those agreements listed in schedule 4 of this deed or listed as an Assigned Agreement in any Security Accession Deed;

"Book Debts" means all book and other debts arising in the ordinary course of trading;

"Cash Collateral Accounts" means the Holding Account and the Mandatory Prepayment Account, each as defined in the Senior Facilities Agreement;

"Charged Property" means the assets mortgaged, charged or assigned to the Security Agent by this deed;

"Charging Companies" means the Parent, the companies listed in schedule 1 and each company which grants security over its assets in favour of the Security Agent by executing a Security Accession Deed;

"Child Trust Account" means any trust account in the name of a Charging Company, whereby monies are held by such Charging Company on trust for any child (including any credit balance on any such account and any cash or proceeds relating to such monies);

"Collection Accounts" means each bank account of a Charging Company which is not a Cash Collateral Account or Excluded Account, including, without limitation, the accounts of the Charging Companies set out in ~~schedule 7~~ of this deed and in any Security Accession Deed;

"Declared Default" means an Event of Default which has resulted in the Facility Agent exercising any of its rights under clause 25.21 (Acceleration) of the Senior Facilities Agreement;

"Default Rate" means the rate at which interest is payable under clause 11.3 (Default Interest) of the Senior Facilities Agreement;

"Delegate" means a "Delegate" under the Senior Facilities Agreement;

"Distribution Rights" means all dividends, distributions and other income paid or payable on an Investment or Subsidiary Share, together with all shares or other property derived from that Investment or Subsidiary Share and all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to that Investment or Subsidiary Share (whether by way of conversion, redemption, bonus, preference, option or otherwise);

"Escrow Account" means any account opened and maintained exclusively for the purpose of holding funds in escrow pursuant to:

- (a) the Acquisition Agreement;
- (b) any acquisition completed before the date of this deed; and
- (c) a Permitted Acquisition;

"Events of Default" means Events of Default as defined in the Senior Facilities Agreement;

"Excluded Accounts" means the Child Trust Account and Escrow Account;

"Finance Documents" means the Senior Finance Documents as defined in the Senior Facilities Agreement (including, for the avoidance of doubt, any Hedging Agreement);

"Floating Charge Asset" means an asset charged under clause 3.2 (Floating Charge);

"Hedging Agreements" means the Hedging Agreements as defined in the Senior Facilities Agreement;

"Indebtedness" means all money or liabilities due, owing or incurred to any Secured Party by any Charging Company or any other Obligor under any Finance Document at present or in the future, in any manner whether actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, together with all interest accruing thereon;

"Insurances" means all policies of insurance and all proceeds of them either now or in the future held by, or written in favour of, a Charging Company or in which it is otherwise interested, but excluding any third party liability or public liability insurance and any directors' and officers' insurance;

"Intellectual Property" has the meaning ascribed to it in the Senior Facilities Agreement;

"Investment" means any stock, share, debenture, loan stock, security, interest in any investment fund and any other comparable investment (whether or not marketable) whether owned directly by or to the order of a Charging Company or by any trustee, fiduciary or clearance system on its behalf (including, unless the context otherwise requires, the Subsidiary Shares);

"Lenders" has the meaning ascribed to it in the Senior Facilities Agreement; and

"Material Premises" means:

- (a) all freehold property from time to time owned by a Charging Company; and
- (b) any leasehold property from time to time owned by a Charging Company which has annual rental payments of more than £50,000 and which has a market value of more than £250,000; and

- (c) all freehold or leasehold property which is of strategic or operational significance to the Group taken as a whole,

including those specified in schedule 2 (or, as the case may be, as specified in a Security Accession Deed);

"Obligors" means Obligors as defined in the Senior Facilities Agreement;

"Other Debts" means the debts and claims identified in clause 3.1(b)(v);

"Premises" means all freehold and leasehold property from time to time owned by a Charging Company or in which a Charging Company is otherwise interested, including the Material Premises;

"Receiver" means a receiver and manager or (if the Security Agent so specifies in the relevant appointment) receiver in each case appointed under this deed;

"Secured Parties" means the Senior Finance Parties, any Receiver and any Delegate;

"Security Accession Deed" means a deed executed by a Group Company substantially in the form set out in schedule 9, with those amendments which the Security Agent may approve or reasonably require;

"Senior Facilities Agreement" means the facilities agreement dated 19 January 2012 (as amended and/or restated from time to time) under which certain lenders have made available £96,817,482.66 of facilities to the Parent and certain other Group Companies;

"Senior Finance Parties" means the Senior Finance Parties (including, for the avoidance of doubt, any Hedge Counterparty), each as defined in the Senior Facilities Agreement; and

"Subsidiary Shares" means all shares owned by a Charging Company in its Subsidiaries including those listed in schedule 3 and those specified in any relevant Security Accession Deed.

1.2 Construction

In this deed, unless a contrary intention appears, a reference to:

- (a) an **"agreement"** includes any legally binding arrangement, concession, contract, deed or franchise (in each case whether oral or written);
- (b) an **"amendment"** includes any amendment, supplement, variation, novation, modification, replacement or restatement and **"amend"**, **"amending"** and **"amended"** shall be construed accordingly;
- (c) **"assets"** includes present and future properties, revenues and rights of every description;
- (d) **"including"** means including without limitation and **"includes"** and **"included"** shall be construed accordingly;
- (e) **"losses"** includes losses, actions, damages, claims, proceedings, costs, demands, expenses (including fees) and liabilities and **"loss"** shall be construed accordingly;
- (f) a **"person"** includes any person, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality) or any two or more of the foregoing;

- (g) a "**regulation**" includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;
- (h) an Event of Default being "**continuing**" shall be interpreted as set out in clause 1.2 of the Senior Facilities Agreement;
- (i) unless the context otherwise requires or unless otherwise defined in this deed, words and expressions defined in the Senior Facilities Agreement or the Intercreditor Agreement have the same meanings when used in this deed;
- (j) the terms of the documents under which the Indebtedness arises and of any side letters between any Charging Company and any Secured Party relating to the Indebtedness are incorporated in this deed to the extent required for any purported disposition of the Charged Property contained in this deed to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989;
- (k) section 1 of the Trustee Act 2000 shall not apply to the duties of the Security Agent in relation to the trusts created by this deed or any other Finance Document; and
- (l) the parties intend that this document shall take effect as a deed.

1.3 **Other References**

- (a) In this deed, unless a contrary intention appears, a reference to:
 - (i) any Senior Finance Party, any Obligor or any other person is, where relevant, deemed to be a reference to or to include, as appropriate, that person's successors in title, permitted assignees and transferees and in the case of the Security Agent, any person for the time being appointed as Security Agent or Security Agents in accordance with the Finance Documents;
 - (ii) any clause or schedule is a reference to, respectively, a clause of and schedule to this deed and any reference to this deed includes its schedules;
 - (iii) any Finance Document or other agreement or instrument is to be construed as a reference to that agreement or instrument as amended or novated (excluding any amendment or novation made contrary to any provision of any Finance Document);
 - (iv) a provision of law is a reference to that provision as amended or re-enacted.
- (b) The index to and the headings in this deed are inserted for convenience only and are to be ignored in construing this deed.
- (c) Words importing the plural shall include the singular and vice versa.

1.4 **Provisions of Transaction Security**

Each party to this deed agrees that, notwithstanding any provisions of the Senior Finance Documents to the contrary, to the extent that:

- (a) there is any conflict, contradiction or inconsistency between the terms of any Transaction Security Document and those of another Transaction Security Document;

- (b) any provision of a Transaction Security Document that requires an Obligor to deposit with the Security Agent (or any other person) any deeds or documents of title, registration certificates, share certificates, stock transfer forms or other documents conflicts with an equivalent delivery obligation in another Transaction Security Document;
- (c) under any provision of a Transaction Security Document an Obligor transfers, conveys or assigns (or may be required to do so) the benefit of any asset, conflicts with an equivalent delivery obligation in another Transaction Security Document;
- (d) any misrepresentation arises under any Transaction Security Document solely as a result of the existence of another Transaction Security Document; or
- (e) any Security created under any Transaction Security Document does not have the ranking it is expressed to have solely as a result of the existence of another Transaction Security Document,

the terms of the 2012 Debenture shall prevail and in such circumstances any breach, Default, Event of Default (or similarly described concept) shall (without prejudice to the Obligor's obligations under the prevailing 2012 Debenture) be deemed to be waived.

2. **COVENANT TO PAY**

Each Charging Company as primary obligor covenants with the Security Agent (for the benefit of itself and the other Secured Parties) that it will on demand pay the Indebtedness when it falls due for payment in accordance with the provisions of the Finance Documents.

3. **CHARGING CLAUSE**

3.1 **Fixed Charges**

Each Charging Company, as security for the payment of the Indebtedness, charges in favour of the Security Agent with full title guarantee the following assets, both present and future, from time to time owned by it or in which it has an interest:

- (a) by way of first legal mortgage all Material Premises together with all buildings and fixtures (including trade fixtures) on that property; and
- (b) by way of first fixed charge:
 - (i) all other interests (not charged under clause 3.1(a)) in any Material Premises, the buildings and fixtures (including trade fixtures) on that property, all proceeds of sale derived therefrom and the benefit of all warranties and covenants given in respect thereof and all licences to enter upon or use land and the benefit of all other agreements relating to land;
 - (ii) all the Subsidiary Shares and Investments and all corresponding Distribution Rights;
 - (iii) all plant, machinery, vehicles, computers, office and other equipment and the benefit of all contracts, licences and warranties relating thereto;
 - (iv) all Book Debts and all rights and claims against third parties and against any security in respect of those Book Debts;
 - (v) all debts and monetary claims (other than Book Debts) and all rights against third parties in respect of those debts and claims;

- (vi) all monies standing to the credit of its accounts (including the Cash Collateral Accounts and the Collection Accounts, but excluding the Excluded Accounts) with any bank, financial institution or other person and all rights related to those accounts;
- (vii) all its Intellectual Property (including, without limitation, the Intellectual Property listed in schedule 5 hereto);
- (viii) all rights and interest in the Hedging Agreements;
- (ix) the benefit of all consents and agreements held by it in connection with the use of any of the Charged Property;
- (x) its goodwill and uncalled capital; and
- (xi) if not effectively assigned by clause 3.3 (Security Assignment), all its rights and interests in (and claims under) the Assigned Agreements.

3.2 **Floating Charge**

As further security for the payment of the Indebtedness, each Charging Company charges with full title guarantee in favour of the Security Agent by way of first floating charge all its present and future assets not effectively charged by way of first fixed charge under clause 3.1 (Fixed Charges) or assigned under clause 3.3 (Security Assignment), including, without limitation, the Premises but excluding the Excluded Accounts.

3.3 **Security Assignment**

- (a) As further security for the payment of the Indebtedness, each Charging Company assigns absolutely by way of security and with full title guarantee to the Security Agent all its rights, title and interest in the Assigned Agreements, provided that on payment or discharge in full of the Indebtedness the Security Agent will at the request and cost of the relevant Charging Company re-assign the relevant rights, title and interest in the Assigned Agreements to that Charging Company (or as it shall direct).
- (b) Until the occurrence of a Declared Default, but subject to clause 8.8 (Assigned Agreements), the relevant Charging Company may continue to deal with the counterparties to the relevant Assigned Agreements.

3.4 **Conversion of Floating Charge**

If:

- (a) a Declared Default has occurred; or
- (b) the Security Agent is of the view (acting reasonably) that any legal process or execution is being enforced against any Floating Charge Asset or that any Floating Charge Asset is in danger of being seized or otherwise in jeopardy,

the Security Agent may, by notice to any Charging Company, convert the floating charge created under this deed into a fixed charge as regards (i) in the case of paragraph (a), those assets which it specifies in the notice, or (ii) in the case of paragraph (b), the relevant Floating Charge Asset. Each relevant Charging Company shall promptly following request by the Security Agent execute a fixed charge or legal assignment over those assets in the form which the Security Agent requires, which shall be substantially consistent with this deed.

3.5 Automatic Conversion of Floating Charge

If any Charging Company creates (or purports to create) any Security (except as permitted by the Senior Facilities Agreement or with the prior consent of the Security Agent) on or over any Floating Charge Asset without the prior consent in writing of the Security Agent, or if any third party levies or attempts to levy any distress, attachment, execution or other legal process against any Floating Charge Asset, the floating charge created under this deed will automatically (without notice) and immediately be converted into a fixed charge over the relevant Floating Charge Asset.

3.6 Leases Restricting Charging

- (a) There shall be excluded from the charge created by clause 3.1 (Fixed Charges) and from the operation of clause 5 (Further Assurance) any leasehold Material Premises held by a Charging Company under a lease which either precludes absolutely or conditionally (including requiring the consent of any third party) that Charging Company from creating any charge over its leasehold interest in that property (each an **"Excluded Property"**) until the relevant condition or waiver has been satisfied or obtained.
- (b) For each Excluded Property, each relevant Charging Company undertakes to apply for the relevant consent or waiver of prohibition or condition within fourteen days of the date of this deed and, in respect of each such Excluded Property which provides that the relevant third party will not unreasonably withhold its consent to charging, to use all reasonable endeavours to obtain that consent as soon as possible and to keep the Security Agent informed of the progress of its negotiations.
- (c) Forthwith upon receipt of the relevant waiver or consent, the relevant formerly Excluded Property shall stand charged to the Security Agent under clause 3.1 (Fixed Charges). If required by the Security Agent at any time following receipt of that waiver or consent, the relevant Charging Company will forthwith execute a valid legal mortgage in such form as the Security Agent shall reasonably require over any such Excluded Property.

3.7 Intellectual Property Restricting Charging

- (a) There shall be excluded from the charge created by clause 3.1 (Fixed Charges) and from the operation of clause 5 (Further Assurance) any Intellectual Property in which a Charging Company has an interest under any licence or other agreement which either precludes absolutely or conditionally (including requiring the consent of any third party) that Charging Company from creating any charge over its interest in that Intellectual Property (each an **"Excluded Intellectual Property"**) until the relevant condition or waiver has been satisfied or obtained.
- (b) For each Excluded Intellectual Property which is material to the business or value of any Charging Company, each relevant Charging Company undertakes to apply for the relevant consent or waiver of prohibition or condition within fourteen days of the date of this deed and, in respect of any licence or agreement which provides that the relevant third party will not unreasonably withhold its consent to charging, to use all reasonable endeavours to obtain such consent as soon as possible and to keep the Security Agent informed of the progress of its negotiations.
- (c) Forthwith upon receipt of the relevant waiver or consent, the relevant formerly Excluded Intellectual Property shall stand charged to the Security Agent under clause 3.1 (Fixed Charges). If required by the Security Agent, at any time following receipt of that waiver or consent, the relevant Charging Company will forthwith execute a valid fixed charge or legal assignment in such form as the

Security Agent shall reasonably require over any such Excluded Intellectual Property.

3.8 Ringfenced Assets

Notwithstanding any term of this deed, no Security shall be created over an Excluded Account.

4. CONTINUING SECURITY

4.1 Continuing Security

This security is to be a continuing security notwithstanding any intermediate payment or settlement of all or any part of the Indebtedness or any other matter or thing.

4.2 Other Security

This security is to be in addition to and shall neither be merged in nor in any way exclude or prejudice or be affected by any other security or other right which the Security Agent and/or any other Secured Party may now or after the date of this deed hold for any of the Indebtedness, and this security may be enforced against each Charging Company without first having recourse to any other rights of the Security Agent or any other Secured Party.

5. FURTHER ASSURANCE

5.1 General

- (a) Each Charging Company shall promptly (and at its own expense) do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Agent may reasonably specify in writing (and in such form as the Security Agent may reasonably require in favour of the Security Agent or its nominee(s)):
 - (i) to perfect the Security created or intended to be created under or evidenced by this deed or for the exercise of any rights, powers and remedies of the Security Agent, any Receiver or the Secured Parties provided by or pursuant to this deed or by law;
 - (ii) to confer on the Security Agent or on the Secured Parties Security over any property and assets of that Charging Company located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to this deed on terms substantially similar to the terms of this deed; and/or
 - (iii) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security created by this deed.
- (b) Each Charging Company shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Agent or the Secured Parties by or pursuant to this deed (unless agreed otherwise between such Charging Company and the Security Agent).

5.2 Land Registry

- (a) In relation to real property charged by way of legal mortgage under this deed situated in England and Wales, each Charging Company hereby irrevocably consents to the Security Agent applying to the Chief Land Registrar for a restriction to be entered on the Register of Title of all that real property (including any

unregistered properties subject to compulsory first registration at the date of this deed) on the prescribed Land Registry form and in the following or substantially similar 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 ● in favour of ● as Security Agent referred to in the charges register."

- (b) Subject to the terms of the Senior Facilities Agreement, the Lenders are under an obligation to make further advances to Obligors (which obligation is deemed to be incorporated into this deed) and this security has been made for securing those further advances. In relation to real property charged by way of legal mortgage under this deed situated in England and Wales, the Security Agent may apply to the Chief Land Registrar for a notice to be entered onto the Register of Title of all that real property (including any unregistered properties subject to compulsory first registration at the date of this deed) that there is an obligation to make further advances on the security of the registered charge.
- (c) In respect of any part of the Charged Property title to which is registered at HM Land Registry, it is certified that the security created by this deed does not contravene any of the provisions of the articles of association of any Charging Company.

5.3 Register of Trade Marks

Each Charging Company as registered proprietor appoints the Security Agent as its agent to apply for the particulars of this deed and of the Secured Parties' interest in its existing trademarks and trademark applications and any future trademarks or trademark applications, in each case, registered or to be registered in the United Kingdom in the name of that Charging Company, to be made on the Register of Trade Marks under section 25(1) of the Trade Marks Act 1994, and each Charging Company agrees to execute all documents and forms required to enable those particulars to be entered on the Register of Trade Marks.

6. NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS

No Charging Company may:

- (a) create or agree to create or permit to subsist any Security or Quasi-Security over all or any part of the Charged Property; or
- (b) sell, transfer, lease out, lend or otherwise dispose of all or any part of the Charged Property (other than Floating Charge Assets on arm's length terms in the ordinary course of trading) or the right to receive or to be paid the proceeds arising on the disposal of the same, or agree or attempt to do so,

except as permitted by the Senior Facilities Agreement or with the prior consent of the Security Agent.

7. REPRESENTATIONS AND WARRANTIES

7.1 Matters Represented

Each Charging Company represents and warrants to the Security Agent as set out in clauses 7.2 (Property) and 7.3. (Subsidiary Shares) on the date of this deed and on each day that any Indebtedness is outstanding, by reference to the facts and circumstances existing on such day.

7.2 Property

Schedule 2 identifies all Material Premises beneficially owned by it as at the date of this deed. There are no proceedings, actions or circumstances relating to any of that property which materially and adversely affect that property's value or its ability to use that property for the purposes for which it is currently used.

7.3 Subsidiary Shares

- (a) It is the legal and beneficial owner of the Subsidiary Shares identified against its name in schedule 3 (save in relation to those Subsidiary Shares which are held by a nominee for it in which case it is the beneficial owner only of those Subsidiary Shares).
- (b) All of those Subsidiary Shares are fully paid.

8. UNDERTAKINGS

8.1 Duration of Undertakings

Each Charging Company undertakes to the Security Agent in the terms of this clause 8 from the date of this deed and for so long as any security constituted by this deed remains in force.

8.2 General Undertakings

(a) Charged Property

It will observe and perform all covenants and stipulations from time to time affecting the Charged Property, make all payments, carry out all registrations or renewals and generally take all steps which are necessary to preserve, maintain and renew when necessary all the Charged Property.

(b) Maintenance

It will keep all Material Premises, plant, machinery, fixtures, fittings, vehicles, computers and other equipment comprised in the Charged Property in good and substantial repair (fair wear and tear excepted) and in good working order (as applicable).

8.3 Property Undertakings

(a) Acquisitions

It will notify the Security Agent if it intends to acquire any estate or interest in any freehold, leasehold or other real property which will constitute Material Premises upon its acquisition and will in any event notify the Security Agent promptly in writing of the actual acquisition by it of any such freehold, leasehold or other real property.

(b) Inspection

It will permit the Security Agent and any person nominated by the Security Agent to enter into and upon any Material Premises at all reasonable times during business hours and on not less than 24 hours' notice to view the state and condition of the Material Premises and will remedy any material defect or want of repair forthwith after service by the Security Agent of notice, acting reasonably, of the material defect or want of repair.

(c) **Leases**

It will not grant any lease, tenancy, contractual licence or right to occupy in respect of the whole or any part of the Material Premises or otherwise part with possession of the whole or any part of the Material Premises (except as permitted by the Senior Facilities Agreement or with the prior written consent of the Security Agent).

(d) **Forfeiture Notices**

It will promptly give notice to the Security Agent if it receives any notice under section 146 of the Law of Property Act 1925 or any proceedings are commenced against it for the forfeiture of any lease comprised in any Material Premises.

8.4 Collection of Book Debts and Other Debts

(a) Each Charging Company will:

- (i) as agent for the Security Agent, collect all Book Debts and Other Debts charged to the Security Agent under this deed, pay the proceeds into a Collection Account forthwith on receipt and, pending that payment, hold those proceeds on trust for the Security Agent;
- (ii) not charge, factor, discount or assign any of the Book Debts or Other Debts in favour of any other person, or purport to do so unless permitted by the Senior Facilities Agreement or with the prior consent of the Security Agent; and
- (iii) where a Collection Account is not maintained with the Security Agent, use reasonable endeavours to procure that the bank with whom the Collection Account is maintained promptly signs and delivers to the Security Agent a letter substantially in the form set out in schedule 8.

8.5 Cash Collateral Accounts

- (a) Where a Cash Collateral Account is not maintained with the Security Agent, the relevant Charging Company will use reasonable endeavours to procure that the bank with which that Cash Collateral Account is maintained signs and delivers to the Security Agent a letter substantially in the form set out in schedule 8.
- (b) No Charging Company may withdraw all or any monies from time to time standing to the credit of any Cash Collateral Account, unless expressly permitted to do so by the Senior Facilities Agreement or with the prior consent of the Security Agent.

8.6 Title Documents

Each Charging Company will promptly deposit with the Security Agent (or as it shall direct):

- (a) all deeds and documents of title relating to the Material Premises and if those deeds and documents are with HM Land Registry, will promptly deposit them with the Security Agent (or as it shall direct) within three Business Days of their release;
- (b) all stock and share certificates and other documents of title relating to the Investments together with stock transfer forms executed in blank and left undated on the basis that the Security Agent shall be able to hold such documents of title and stock transfer forms until the Indebtedness has been irrevocably and unconditionally discharged in full and shall be entitled, at any time, following the occurrence of a Declared Default, to complete, under its power of attorney given by

clause 9 (Attorney) below, the stock transfer forms on behalf of the relevant Charging Company in favour of itself or such other person as it shall select;

- (c) copies of all policies of insurance for the time being charged under this deed; and
- (d) following a Declared Default, all other documents relating to the Charged Property which the Security Agent from time to time requires.

8.7 Voting and Distribution Rights

- (a) Until a Declared Default occurs:
 - (i) the relevant Charging Company shall be entitled to receive and retain all Distribution Rights monies paid on or derived from the Investments; and
 - (ii) the relevant Charging Company shall be entitled to exercise all voting and other rights and powers attaching to the Investments provided that it shall not exercise any such voting rights or powers in a manner prejudicial to the interests of the Secured Parties under this deed.
- (b) At any time when any Investments are registered in the name of the Security Agent or its nominee, the Security Agent will not be under any duty to ensure that any dividends, distributions or other monies payable in respect of those Investments are duly and promptly paid or received by it or its nominee, or to verify that the correct amounts are paid or received, or to take any action in connection with the taking up of any (or any offer of any) stocks, shares, rights, monies or other property paid, distributed, accruing or offered at any time by way of interest, dividend, redemption, bonus, rights, preference, option, warrant or otherwise on or in respect of or in substitution for, any of those Investments.

8.8 Assigned Agreements

Each Charging Company will:

- (a) perform all its obligations under the Assigned Agreements in the manner specified therein;
- (b) not make or agree to make any amendments to the Assigned Agreements, waive any of its rights under the Assigned Agreements or exercise any right to terminate any of the Assigned Agreements, except with the prior consent of the Security Agent, such consent not to be unreasonably withheld or delayed or as specifically permitted under the terms of the Senior Facilities Agreement; and
- (c) promptly after the execution of this deed or a Security Accession Deed by the relevant Charging Company, as applicable, (or, in respect of any Assigned Agreement or Hedging Agreement designated as such after the date of execution of this deed, promptly after the applicable designation date) give notice to the other parties to the Assigned Agreements (other than to any party to an Acquisition Document) and Hedging Agreements that it has assigned or charged its rights under the applicable Assigned Agreement or Hedging Agreement to the Security Agent under this deed and provide evidence satisfactory to the Security Agent (acting reasonably) of the delivery of that notice. Such notice will be given in substantially the form set out in part 1 of schedule 6, except in the case of the Insurances where the notice will be substantially in the form set out in part 2 of schedule 6. Each relevant Charging Company will use all reasonable endeavours to procure that each party served with any such notice countersigns and returns the notice to the Security Agent within 14 days of the execution of this deed (or, as the case may be, execution of the relevant Assigned Agreement or Hedging Agreement).

8.9 Retention of Documents

The Security Agent may retain any document delivered to it under clause 8.6 (Title Documents) or otherwise until the security created by this deed is released and, if for any reason it ceases to hold any such document before that time, it may by notice to the relevant Charging Company require that the relevant document be redelivered to it and the relevant Charging Company shall promptly comply (or procure compliance) with that notice.

8.10 Power to Remedy

If a Charging Company fails to comply with any covenant set out in clauses 8.2 (General Undertakings) to 8.9 (Retention of Documents) (inclusive) and such failure gives rise to an Event of Default which is continuing, it will allow (and irrevocably authorises) the Security Agent or any person which the Security Agent nominates to take any action on behalf of that Charging Company which is necessary to ensure that those covenants are complied with.

8.11 Indemnity

Each Charging Company will indemnify the Security Agent against all losses incurred by the Security Agent as a result of a breach by any Charging Company of its obligations under clauses 8.1 (Duration of Undertakings) to 8.9 (Retention of Documents) (inclusive) and in connection with the exercise by the Security Agent of its rights contained in clause 8.10 (Power to Remedy) above, unless such loss was caused by the wilful default or gross negligence of the Security Agent. All sums the subject of this indemnity will be payable by the relevant Charging Company to the Security Agent within three Business Days of demand and if not so paid will bear interest at the Default Rate. Any unpaid interest will be compounded with monthly rests.

9. ATTORNEY

9.1 Each Charging Company, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any person nominated for the purpose by the Security Agent or any Receiver (in writing and signed by an officer of the Security Agent or Receiver) as its attorney (with full power of substitution and delegation) in its name and on its behalf and as its act and deed to execute, seal and deliver (using the company seal where appropriate) and otherwise perfect and do any deed, assurance, agreement, instrument, act or thing which, in each case, it ought to execute and do under the terms of this deed and which it has failed to do, or which may be required or deemed proper in the exercise of any rights or powers conferred on the Security Agent or any Receiver under this deed or otherwise for any of the purposes of this deed, and each Charging Company covenants with the Security Agent and each Receiver to ratify and confirm all such lawful acts or things made, done or executed by that attorney.

9.2 The appointment effected under clause 9.1 above shall take effect immediately, but the powers conferred shall only become exercisable:

- (a) after an Event of Default has occurred and is continuing; or
- (b) upon a failure of a Charging Company to comply with any undertaking set out in clause 8 (Undertakings) or a further assurance or perfection obligation, in order to remedy or effect the relevant undertaking or further assurance or perfection obligation.

10. ENFORCEMENT AND POWERS OF THE SECURITY AGENT

10.1 Statutory Restrictions

The restriction on the consolidation of mortgages and on power of sale imposed by sections 93 and 103 respectively of the Law of Property Act 1925 shall not apply to the security constituted by this deed.

10.2 Enforcement Powers

For the purpose of all rights and powers implied or granted by statute, the Indebtedness is deemed to have fallen due on the date of this deed. The power of sale and other powers conferred by section 101 of the Law of Property Act 1925 and all other enforcement powers conferred by this deed shall be immediately exercisable at any time after a Declared Default has occurred.

10.3 Statutory Powers

The powers conferred on mortgagees, receivers or administrative receivers by the Law of Property Act 1925 and the Insolvency Act 1986 (as the case may be) shall apply to the security created by this deed, unless they are expressly or impliedly excluded. If there is ambiguity or conflict between the powers contained in those Acts and those contained in this deed, those contained in this deed shall prevail.

10.4 Fixtures

The Security Agent may sever any fixtures from the property to which they are attached and sell them separately from that property.

10.5 Appointment of Receiver or Administrator

- (a) Subject to paragraph (d) below, at any time after a Declared Default has occurred, or if so requested by the relevant Charging Company, the Security Agent may by writing under hand signed by any officer or manager of the Security Agent, appoint any person (or persons) to be a Receiver of all or any part of the Charged Property.
- (b) Section 109(1) of the Law of Property Act 1925 shall not apply to this deed.
- (c) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created by this deed.
- (d) The Security Agent shall be entitled to appoint a Receiver save to the extent prohibited by section 72A Insolvency Act 1986.

10.6 Powers of Leasing

The Security Agent may lease, make agreements for leases at a premium or otherwise, accept surrenders of leases and grant options or vary or reduce any sum payable under any leases or tenancy agreements as it thinks fit, without the need to comply with any of the provisions of sections 99 and 100 of the Law of Property Act 1925.

10.7 Exercise of Powers

All or any of the powers conferred upon mortgagees by the Law of Property Act 1925 as varied or extended by this deed, and all or any of the rights and powers conferred by this deed on a Receiver (whether expressly or impliedly), may be exercised by the Security Agent without further notice to any Charging Company at any time after a Declared Default has occurred, irrespective of whether the Security Agent has taken possession or appointed a Receiver of the Charged Property.

10.8 **Appropriation**

- (a) In this deed, "**financial collateral**" has the meaning given to that term in the Financial Collateral Arrangements (No. 2) Regulations 2003 (SI 2003 No. 3226).
- (b) At any time after a Declared Default has occurred, the Security Agent may appropriate all or part of the financial collateral in or towards satisfaction of the Indebtedness.
- (c) The Security Agent must attribute a value to the appropriated financial collateral in a commercially reasonable manner.
- (d) Where the Security Agent exercises its rights of appropriation and the value of the financial collateral appropriated differs from the amount of the Indebtedness, as the case may be, either:
 - (i) the Security Agent must account to the relevant Charging Company for the amount by which the value of the appropriated financial collateral exceeds the Indebtedness; or
 - (ii) the relevant Charging Companies will remain liable to the Secured Parties for any amount whereby the value of the appropriated financial collateral is less than the Indebtedness.

10.9 **Restrictions on Notices**

- (a) The Security Agent shall not be entitled to give any notice referred to in paragraph 2(b) of the notice in the form of Schedule 8 unless and until a Declared Default has occurred or any of the circumstances described in clause 3.4 (Conversion of Floating Charge) or clause 3.5 (Automatic Conversion of Floating Charge) have arisen.
- (b) The Security Agent shall not be entitled to give any notice or instruction (as the case may be) referred to in paragraph 2 of each notice in the form of part 1 or part 2 of schedule 6 until a Declared Default has occurred.

11. **STATUS, POWERS, REMOVAL AND REMUNERATION OF RECEIVER**

11.1 **Receiver as Agent**

Each Receiver shall be the agent of the relevant Charging Company which shall be solely responsible for his acts or defaults (other than those arising as a result of wilful default or gross negligence of the Receiver), and for his remuneration and expenses, and be liable on any agreements or engagements made or entered into by him. The Security Agent will not be responsible for any misconduct, negligence or default of a Receiver.

11.2 **Powers of Receiver**

Each Receiver appointed under this deed shall have all the powers conferred from time to time on receivers by the Law of Property Act 1925 and the Insolvency Act 1986 (each of which is deemed incorporated in this deed), so that the powers set out in Schedule 1 to the Insolvency Act 1986 shall extend to every Receiver, whether or not an administrative receiver. In addition, notwithstanding any liquidation of the relevant Charging Company, each Receiver shall have power to:

- (a) develop, reconstruct, amalgamate or diversify any part of the business of the relevant Charging Company;
- (b) enter into or cancel any contracts on any terms or conditions;

- (c) incur any liability on any terms, whether secured or unsecured, and whether to rank for payment in priority to this security or not;
- (d) let or lease or concur in letting or leasing, and vary the terms of, determine, surrender leases or tenancies of, or grant options and licences over, or otherwise deal with, all or any of the Charged Property, without being responsible for loss or damage;
- (e) establish subsidiaries to acquire interests in any of the Charged Property and/or arrange for those subsidiaries to trade or cease to trade and acquire any of the Charged Property on any terms and conditions;
- (f) make and effect all repairs, renewals and improvements to any of the Charged Property and maintain, renew, take out or increase insurances;
- (g) exercise all voting and other rights attaching to the Investments and stocks, shares and other securities owned by the relevant Charging Company and comprised in the Charged Property;
- (h) redeem any prior Security on or relating to the Charged Property and settle and pass the accounts of the person entitled to that prior Security, so that any accounts so settled and passed shall (subject to any manifest error) be conclusive and binding on the relevant Charging Company and the money so paid shall be deemed to be an expense properly incurred by the Receiver;
- (i) appoint and discharge officers and others for any of the purposes of this deed and/or to guard or protect the Charged Property upon terms as to remuneration or otherwise as he may think fit;
- (j) settle any claims, accounts, disputes, questions and demands with or by any person who is or claims to be a creditor of the relevant Charging Company or relating to any of the Charged Property;
- (k) implement or continue the development of (and obtain all consents required in connection therewith) and/or complete any buildings or structures on any real property comprised in the Charged Property;
- (l) purchase or acquire any land or any interest in or right over land;
- (m) exercise on behalf of the relevant Charging Company all the powers conferred on a landlord or a tenant by any legislation from time to time in force in any relevant jurisdiction relating to rents or agriculture in respect of any part of the Premises; and
- (n) do all other acts and things (including signing and executing all documents and deeds) as the Receiver considers to be incidental or conducive to any of the matters or powers in this clause 11.2, or otherwise incidental or conducive to the preservation, improvement or realisation of the Charged Property, and use the name of the relevant Charging Company for all such purposes,

and in each case may use the name of any Charging Company and exercise the relevant power in any manner which he may think fit.

11.3 **Removal of Receiver**

The Security Agent may by notice remove from time to time any Receiver appointed by it (subject to the provisions of section 45 of the Insolvency Act 1986 in the case of an administrative receivership) and, whenever it may deem appropriate, appoint a new

Receiver in the place of any Receiver whose appointment has terminated, for whatever reason.

11.4 Remuneration of Receiver

The Security Agent may from time to time fix the remuneration of any Receiver appointed by it.

11.5 Several Receivers

If at any time there is more than one Receiver, each Receiver may separately exercise all of the powers conferred by this deed (unless the document appointing such Receiver states otherwise).

12. APPLICATION OF MONEYS

12.1 Order of Application

All moneys received or recovered by the Security Agent or any Receiver pursuant to this deed shall (subject to the claims of any person having prior rights thereto) be applied in the order and manner specified by the Intercreditor Agreement notwithstanding any purported appropriation by any Charging Company.

12.2 Insurance Proceeds

If a Declared Default has occurred, all moneys received by virtue of any insurance maintained or effected in respect of the Charged Property shall be paid to the Security Agent (or, if not paid by the insurers directly to the Security Agent, shall be held on trust for the Security Agent) and shall, at the option of the Security Agent, be applied in replacing or reinstating the assets destroyed, damaged or lost (any deficiency being made good by the relevant Charging Company) or (except in the case of leasehold premises) in reduction of the Indebtedness.

12.3 Section 109 Law of Property Act 1925

Sections 109(6) and (8) of the Law of Property Act 1925 shall not apply to a Receiver appointed under this deed.

12.4 Application against Indebtedness

Subject to clause 12.1 (Order of Application), any moneys received or realised by the Security Agent from a Charging Company or a Receiver under this deed may be applied by the Security Agent to any item of account or liability or transaction forming part of the Indebtedness to which they may be applicable in any order or manner which the Security Agent may determine.

12.5 Suspense Account

- (a) Until the Indebtedness is paid in full, the Security Agent may place and keep (for such time as it shall determine) any money received pursuant to this deed or on account of any Charging Company's liability in respect of the Indebtedness in a separate suspense account bearing normal commercial rates of interest (to the credit of either the relevant Charging Company or the Security Agent as the Security Agent shall think fit (acting reasonably)) and the Receiver may retain the same for the period which he and the Security Agent consider expedient without having any obligation to apply all or any part of that money in or towards discharge of the Indebtedness.

- (b) If the security created by this deed is enforced at a time when no amount is due under the Finance Documents but at the time when amounts may or will become due, the Security Agent (or Receiver) may pay the proceeds of recoveries into a suspense account.

13. PROTECTION OF THIRD PARTIES

13.1 No Obligation to Enquire

No purchaser from, or other person dealing with, the Security Agent or any Receiver (or their agents) shall be obliged or concerned to enquire whether:

- (a) the right of the Security Agent or any Receiver to exercise any of the powers conferred by this deed has arisen or become exercisable or as to the propriety or validity of the exercise or purported exercise of any such power; or
- (b) any of the Indebtedness remains outstanding or be concerned with notice to the contrary and the title and position of such a purchaser or other person shall not be impeachable by reference to any of those matters.

13.2 Receipt Conclusive

The receipt of the Security Agent or any Receiver 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 moneys paid to or by the direction of the Security Agent or any Receiver.

14. PROTECTION OF SECURITY AGENT AND RECEIVER

14.1 No Liability

Neither the Security Agent nor any Receiver shall be liable in respect of any of the Charged Property or for any loss or damage which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise any of, their respective powers, unless caused by its or his gross negligence, wilful default or breach of any obligations under the Finance Documents.

14.2 Possession of Charged Property

Without prejudice to clause 14.1 (No Liability), if the Security Agent or the Receiver enters into possession of the Charged Property, it will not be liable to account as mortgagee in possession and may at any time at its discretion go out of such possession.

14.3 Liability of Charging Companies

Each Charging Company shall be deemed to be a principal debtor and the sole, original and independent obligor for the Indebtedness and the Charged Property shall be deemed to be a principal security for the Indebtedness. The liability of each Charging Company under this deed and the charges contained in this deed shall not be impaired by any forbearance, neglect, indulgence, extension of time, release, surrender or loss of securities, dealing, variation or arrangement by the Security Agent or any other Secured Party, or by any other act, event or matter whatsoever whereby the liability of the relevant Charging Company (as a surety only) or the charges contained in this deed (as secondary or collateral charges only) would, but for this provision, have been discharged. Clause 20 (Guarantee and Indemnity) of the Senior Facilities Agreement will apply in relation to this deed as if incorporated in this deed, but on the basis that the obligations of each Guarantor arising under those clauses will be deemed to be substituted by the obligations of each Charging Company under this deed.

14.4 Security Agent

The provisions set out in clause 29 (Role of the Facility Agent, the Arrangers and Others) of the Senior Facilities Agreement and clause 15 (The Security Agent) of the Intercreditor Agreement shall govern the rights, duties and obligations of the Security Agent under this deed.

15. DEFAULT INTEREST

If not paid when due, the amounts payable under this clause 15 shall carry interest compounded with monthly rests at the Default Rate (after as well as before judgment), from the date of demand and shall form part of the Indebtedness.

16. CUMULATIVE POWERS AND AVOIDANCE OF PAYMENTS

16.1 Cumulative Powers

The powers which this deed confers on the Security Agent, the other Secured Parties and any Receiver appointed under this deed are cumulative, without prejudice to their respective powers under the general law, and may be exercised as often as the relevant person thinks appropriate. The Security Agent, the other Secured Parties or the Receiver may, in connection with the exercise of their powers, join or concur with any person in any transaction, scheme or arrangement whatsoever. The respective powers of the Security Agent, the other Secured Parties and the Receiver will in no circumstances be suspended, waived or otherwise prejudiced by anything other than an express consent or amendment.

16.2 Amounts Avoided

If any amount paid by a Charging Company in respect of the Indebtedness is capable of being avoided or set aside on the liquidation or administration of the relevant Charging Company or otherwise, then for the purposes of this deed that amount shall not be considered to have been paid.

16.3 Discharge Conditional

Any settlement or discharge between a Charging Company and any Secured Party shall be conditional upon no security or payment to that Secured Party by that Charging Company or any other person being avoided, set aside, ordered to be refunded or reduced by virtue of any provision or enactment relating to insolvency and accordingly (but without limiting the other rights of that Secured Party under this deed) that Secured Party shall be entitled to recover from that Charging Company the value which that Secured Party has placed on that security or the amount of any such payment as if that settlement or discharge had not occurred.

17. RULING OFF ACCOUNTS

If the Security Agent or any other Secured Party receives notice of any subsequent Security or other interest affecting any of the Charged Property (except as permitted by the Senior Facilities Agreement) it may open a new account for the relevant Charging Company in its books. If it does not do so then (unless it gives express notice to the contrary to the Parent), as from the time it receives that notice, all payments made by the relevant Charging Company to it (in the absence of any express appropriation to the contrary) shall be treated as having been credited to a new account of the relevant Charging Company and not as having been applied in reduction of the Indebtedness.

18. **DELEGATION**

The Security Agent may delegate by power of attorney or in any other manner all or any of the powers, authorities and discretions which are for the time being exercisable by it under this deed to any person or persons upon such terms and conditions (including the power to sub-delegate) as it may think fit. The Security Agent will not be liable or responsible to any Charging Company or any other person for any losses arising from any act, default, omission or misconduct on the part of any delegate.

19. **REDEMPTION OF PRIOR CHARGES**

The Security Agent may, at any time after a Declared Default has occurred, redeem any prior Security on or relating to any of the Charged Property or procure the transfer of that Security to itself, and may settle and pass the accounts of any person entitled to that prior Security. Any account so settled and passed shall (subject to any manifest error) be conclusive and binding on each Charging Company. Each Charging Company will on demand pay to the Security Agent all principal monies and interest and all losses incidental to any such redemption or transfer.

20. **SET-OFF**

20.1 **Set-off Rights**

At any time while an Event of Default is continuing, any Secured Party may set off any matured obligation due from an Obligor under the Finance Documents (to the extent beneficially owned by that Secured Party) against any matured obligation owed by that Secured Party to that Obligor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Secured Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

20.2 **Different Currencies**

A Secured Party may exercise its rights under clause 20.1 (Set-Off Rights) notwithstanding that the amounts concerned may be expressed in different currencies and each Secured Party is authorised to effect any necessary conversions at a market rate of exchange selected by it.

20.3 **Unliquidated Claims**

If the relevant obligation or liability is unliquidated or unascertained, the Secured Party may set-off the amount which it estimates (in good faith) will be the final amount of that obligation or liability once it becomes liquidated or ascertained.

21. **NOTICES**

21.1 **Communications in writing**

Any communication made under or in connection with this deed shall be made in accordance with clause 34 (Notices) of the Senior Facilities Agreement.

22. **CHANGES TO PARTIES**

22.1 **Assignment by the Security Agent**

The Security Agent may at any time assign or otherwise transfer all or any part of its rights under this deed in accordance with the Senior Finance Documents.

22.2 Changes to Parties

Each Charging Company authorises and agrees to changes to parties under clause 26 (Changes to the Lenders) and clause 28 (Changes to the Obligors) of the Senior Facilities Agreement and clause 17 (Changes to Parties) of the Intercreditor Agreement and authorises the Security Agent to execute on its behalf any document required to effect the necessary transfer of rights or obligations contemplated by those provisions.

22.3 New Subsidiaries

The Parent will procure that any new Subsidiary of it which is required to do so by the terms of the Senior Facilities Agreement executes a Security Accession Deed.

22.4 Consent of Charging Companies

Each Charging Company consents to new Subsidiaries becoming Charging Companies as contemplated by clause 22.3 (New Subsidiaries) and irrevocably appoints the Parent as its agent for the purpose of executing any Security Accession Deed on its behalf.

23. CURRENCY CLAUSES

23.1 Conversion

All monies received or held by the Security Agent or any Receiver under this deed may be converted into any other currency which the Security Agent considers necessary to cover the obligations and liabilities comprised in the Indebtedness in that other currency at the Security Agent's spot rate of exchange then prevailing for purchasing that other currency with the existing currency.

23.2 No Discharge

No payment to the Security Agent (whether under any judgement or court order or otherwise) shall discharge the obligation or liability of the relevant Obligor in respect of which it was made unless and until the Security Agent has received payment in full in the currency in which the obligation or liability is payable or, if the currency of payment is not specified, was incurred. To the extent that the amount of any such payment shall on actual conversion into that currency fall short of that obligation or liability expressed in that currency, the Security Agent shall have a further separate cause of action against the relevant Charging Company and shall be entitled to enforce the security constituted by this deed to recover the amount of the shortfall.

24. MISCELLANEOUS

24.1 Small Company Moratorium

Notwithstanding any other provision of this deed, the obtaining of a moratorium under section 1A of the Insolvency Act 1986, or anything done with a view to obtaining such a moratorium (including any preliminary decision or investigation), shall not be an event causing any floating charge created by this deed to crystallise or causing restrictions which would not otherwise apply to be imposed on the disposal of property by any Charging Company or a ground for the appointment of a Receiver.

24.2 Certificates Conclusive

A certificate or determination of the Security Agent as to any amount payable under this deed will be conclusive and binding on each Charging Company, except in the case of manifest error.

24.3 **Invalidity of any Provision**

If any provision of this deed is or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired in any way.

24.4 **Counterparts**

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

24.5 **Failure to Execute**

Failure by one or more parties ("**Non-Signatories**") to execute this deed on the date hereof will not invalidate the provisions of this deed as between the other parties who do execute this deed. Such Non-Signatories may execute this deed on a subsequent date and will thereupon become bound by its provisions.

24.6 **Third Party Rights**

The Contracts (Rights of Third Parties) Act 1999 shall not apply to this deed and no rights or benefits expressly or impliedly conferred by this deed shall be enforceable under that Act against the parties to this deed by any other person.

24.7 **Covenant To Release**

Once all the Indebtedness has been paid in full and none of the Security Agent nor any Secured Party has any actual or contingent liability to advance further monies to, or incur liability on behalf of, any Charging Company under the Finance Documents, the Security Agent and each Secured Party shall, at the request and cost of each Charging Company, promptly take any action which may be necessary to release the Charged Property from the security constituted by this deed, including the return of all deeds, documents of title and blank stock transfer forms delivered to the Security Agent pursuant to this deed.

25. **GOVERNING LAW AND JURISDICTION**

- (a) This deed (and any dispute, controversy, proceedings or claims of whatever nature arising out of or in any way relating to this deed or its formation) shall be governed by and construed in accordance with English law.
- (b) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this deed (including a dispute regarding the existence, validity or termination of this deed) (a "**Dispute**").
- (c) For the benefit of the Secured Parties only, the parties to this deed 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.

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

SCHEDULE 1

Charging Companies

Company	Jurisdiction of Incorporation	Registered Number	Registered Office
Belton Associates Limited	England & Wales	07879023	Frays Court 71 Cowley Road Uxbridge Middlesex UB8 2AE
NFAH Limited	England & Wales	05989700	Frays Court 71 Cowley Road Uxbridge Middlesex UB8 2AE
NFA Partnerships Limited	England & Wales	06730289	Frays Court 71 Cowley Road Uxbridge Middlesex UB8 2AE
NFAG Limited	England & Wales	05989704	Frays Court 71 Cowley Road Uxbridge Middlesex UB8 2AE
NFAP Limited	England & Wales	06836218	Frays Court 71 Cowley Road Uxbridge Middlesex UB8 2AE
The National Fostering Agency Limited	England & Wales	03127814	Frays Court 71 Cowley Road Uxbridge Middlesex UB8 2AE
The National Fostering Agency (Scotland) Limited	England & Wales	05480281	Frays Court 71 Cowley Road Uxbridge Middlesex UB8 2AE
The Foster Care Agency Limited	England & Wales	04234023	Frays Court 71 Cowley Road Uxbridge Middlesex UB8 2AE
Children First Fostering Agency	England & Wales	03894588	3 Lords Court Cricketers Way Basildon

Limited			Essex SS13 1SS
Alliance Foster Care Limited	England & Wales	04249271	1 Maple Court Collingtree Northampton Northamptonshire NN4 0NB
Alpha Plus Fostering Limited	England & Wales	06019106	Hollinwood Business Centre Albert Street Hollinwood Oldham OL8 3QL
Jay Fostering Limited	England & Wales	04822721	Unit 1 Edward House Grange Business Park Whetstone Leicester Leicestershire LE8 6EP
Care Administration & Management Services Limited	England & Wales	02516955	County House 221-241 Beckenham Road Beckenham Kent BR3 4UF

SCHEDULE 2

Details of Material Premises

Registered Land

Charging Company	County and District (or London Borough)	Address or description	Title No.
NFAG Limited	Suffolk – Waverney	2 Key View Business Park Barnard Way Lowestoft NR32 2AD	SK274588
NFAG Limited	Hillingdon	71 & 73 Cowley Road Uxbridge UB8 2AE	AGL7191

Unregistered Land

Charging Company	Address or description
Alliance Foster Care Limited	1 Maple Court Maple Farm Ash Lane Collingtree Northampton NN4 0NB (leasehold)

SCHEDULE 3

Subsidiary Shares

Charging Company	Subsidiary	Number and class of shares	Details of nominees (if any) holding legal title to shares
Belton Associates Holdings Limited	Belton Associates Limited	1 ordinary share of £0.01	None
Belton Associates Limited	NFAH Limited	48,650 ordinary shares 50,100 A ordinary shares 1,200 B ordinary shares	None
Belton Associates Limited	NFA Partnerships Limited	170 ordinary shares 800 A ordinary shares 10 B ordinary shares	None
NFAH Limited	NFAG Limited	1 ordinary share	None
NFA Partnerships Limited	NFAP Limited	1 ordinary share	None
NFAG Limited	The National Fostering Agency Limited	100 ordinary shares	None
NFAG Limited	The National Fostering Agency (Scotland) Limited	100 ordinary shares	None
NFAG Limited	The Foster Care Agency Limited	2 ordinary shares	None
NFAP Limited	Children First Fostering Agency Limited	100 A ordinary shares 1 B ordinary share 1 C ordinary share	None
NFAP Limited	Alliance Foster Care Limited	100 ordinary shares	None
NFAP Limited	Alpha Plus Fostering Limited	900 ordinary shares	None
NFAP Limited	Jay Fostering Limited	100 ordinary shares	None
NFAP Limited	Care Administration & Management Services Limited	2,500 ordinary shares of £0.1	None

SCHEDULE 4

Assigned Agreements

Assigned Agreement	Date	Parties	Notice details of counterparty
Key-Person Policy – Life protection policy for Iain James Anderson (policy number L0192025953)	6 July 2013	Aegon UK plc National Fostering Agency Limited	Aegon UK plc Ballam Road Lytham St.Anne's Lancashire FY8 4TR
Commercial Combined Insurance Policy (policy number SC2100F100YR/5575) (excluding, for the avoidance of doubt, any elements of the policy (or proceeds thereof) constituting third party liability, public liability and any directors' and officers' insurance)	15 December 2013	Markel (UK) Limited Belton Associates (Group Holdings) Limited Belton Associates Group Limited Belton Associates Holdings Limited Belton Associates Limited NFAH Limited NFAG Limited The National Fostering Agency Limited The National Fostering Agency (Scotland) Limited NFA Partnerships Limited NFAP Limited The Foster Care Agency Limited Alpha Plus Fostering Limited Alliance Foster Care Limited Children First Fostering Agency Limited Jay Fostering Limited Care Administration & Management Services Limited Kindercare Fostering Northern Ireland Limited Fostering Relations Limited	Markel (UK) Limited 8th Floor Riverside West Whitehall Road Leeds LS1 4AW
Motor Fleet Insurance Policy (policy number 46 MF1 7067869)	15 December 2013	Aviva Insurance UK Limited Belton Associates (Group Holdings) Limited	Aviva Insurance UK Limited Boar Lane Leeds LS1 5HL

Assigned Agreement	Date	Parties	Notice details of counterparty
		Belton Associates Group Limited Belton Associates Holdings Limited Belton Associates Limited NFAH Limited NFAG Limited The National Fostering Agency Limited The National Fostering Agency (Scotland) Limited NFA Partnerships Limited NFAP Limited The Foster Care Agency Limited Alpha Plus Fostering Limited Alliance Foster Care Limited Children First Fostering Agency Limited Jay Fostering Limited Care Administration & Management Services Limited Kindercare Fostering Northern Ireland Limited Fostering Relations Limited	

SCHEDULE 5

Intellectual Property

UNITED KINGDOM					
Trademark	Number	Status	Proprietor	Class	Expiry Date
Alliance Foster Care (word and device mark) (series of 3)	2540151	Registered	NFA Partnerships Limited	9, 16, 41, 43, 45	25 February 2020
nfap (stylised word mark) (series of 3)	2540386	Registered	NFA Partnerships Limited <i>Amended 10/06/2014</i>	9, 16, 41, 43, 45	25 February 2020
children first (word and device mark) (series of 3)	2540387	Registered	NFA Partnerships Limited <i>Amended 30/06/2014</i>	9, 16, 41, 43, 45	25 February 2020
alphaplus fostering (stylised word mark) (series of 3)	2540388	Registered	NFA Partnerships Limited <i>Amended 30/06/2014</i>	9, 16, 41, 43, 45	25 February 2020
nfa (device only)	2325105A	Registered	The National Fostering Agency Limited	43, 45	28 February 2013
nfa (device only)	2325105B	Registered	The National Fostering Agency Limited	43, 45	28 February 2013
National Fostering Agency (word only) (series of 2)	2367389A	Pending	The National Fostering Agency Limited	41, 43, 45	3 July 2014
nfa national Fostering Agency (word and device mark)	2367389B	Registered	The National Fostering Agency Limited	41, 43, 45	3 July 2014
NFA (word mark)	2367390A	Registered	The National Fostering	41, 43, 45	3 July 2014

(series of 2)			Agency Limited		
nfa (word and device mark) (series of 2)	2367390B	Registered	The National Fostering Agency Limited	41, 43, 45	3 July 2014
national fostering agency (stylised word mark) (series of 5)	2499303	Registered	The National Fostering Agency Limited	9, 16, 41, 43, 45	3 October 2018
nfa (stylised word mark) (series of 3)	2499304	Registered	The National Fostering Agency Limited	9, 16, 41, 43, 45	3 October 2018
nfa national fostering agency (stylised word mark) (series of 2)	2499305	Registered	The National Fostering Agency Limited	9, 16, 41, 43, 45	3 October 2018
children are the heart of everything we do (word and device mark) (series of 4)	2540389	Registered	The National Fostering Agency Limited	9, 16, 41, 43, 45	25 February 2020
cooks and KIDS (word and device mark)	2578038	Registered	The National Fostering Agency Limited	9, 16, 41	8 April 2021
CTM					
children are the heart of everything we do (figuarative mark)	009319112	Registered	The National Fostering Agency Limited	9, 16, 41, 43, 45	17 August 2020

SCHEDULE 6

Part 1

Forms of notice to counterparties (other than insurers) of Assigned Agreements/Hedging Agreements

To: ***[insert name and address of counterparty]***

Dated: ●

Dear Sirs

Re: *[here identify the relevant Assigned Agreement/Hedging Agreement]* (the "Agreement")

We notify you that ***[insert name of Charging Company]*** (the "**Charging Company**") has [charged in favour of]/[assigned to] ***[insert name of Security Agent]*** (the "**Security Agent**") for the benefit of itself and certain other banks and financial institutions (the "**Secured Parties**") all its right, title and interest in the Agreement as security for certain obligations owed by the Charging Company to the Secured Parties.

We further notify you that:

1. the Charging Company may not agree to amend or terminate the Agreement without the prior written consent of the Security Agent or unless specifically permitted under the terms of the Senior Facilities Agreement;
2. you may continue to deal with the Charging Company in relation to the Agreement until you receive written notice to the contrary from the Security Agent stating that a Declared Default has occurred. Thereafter the Charging Company will cease to have any right to deal with you in relation to the Agreement and therefore from that time you should deal only with the Security Agent;
3. you are authorised to disclose information in relation to the Agreement to the Security Agent on request;
4. after receipt of written notice in accordance with paragraph 2 above, you must pay all monies to which the Charging Company is entitled under the Agreement direct to the Security Agent (and not to the Charging Company) unless the Security Agent otherwise agrees in writing; and
5. 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 the Charging Company) by way of confirmation that:

- (a) you agree to the terms set out in this notice and to act in accordance with its provisions;
- (b) you have not received notice that the Charging Company has assigned its rights under the agreement to a third party or created any other interest (whether by

way of security or otherwise) in the agreement in favour of a third party for which you have not received notice of cancellation of such assignment; and

- (c) you have not claimed or exercised, nor do you have any outstanding right to claim or exercise against the Charging Company any right of set-off, counter-claim or other right relating to the Agreement.

The provisions of this notice are governed by English law.

Yours faithfully

.....
for and on behalf of
[insert name of Charging Company]

[On acknowledgement copy]

To: **[insert name and address of Security Agent]**

Copy to: **[insert name and address of Charging Company]**

We acknowledge receipt of the above notice and confirm the matters set out in paragraphs (a) to (c) above.

.....
for and on behalf of
[insert name of Counterparty]

Dated: ●

Part 2

Form of notice to insurers

To: **[insert name and address of insurance company]**

Dated: ●

Dear Sirs

Re: [here identify the relevant insurance policy(ies)] (the "Policies")

We notify you that **[insert name of Charging Company]** (the "**Charging Company**") has assigned to **[insert name of Security Agent]** (the "**Security Agent**") for the benefit of itself and certain other banks and financial institutions (the "**Secured Parties**") all its right, title and interest in the Policies as security for certain obligations owed by the Charging Company to the Secured Parties.

We further notify you that:

1. the Charging Company may not agree to amend or terminate the Policies without the prior written consent of the Security Agent or unless specifically permitted under the terms of the Senior Finance Documents;
2. you may continue to deal with the Charging Company in relation to the Policies until you receive written notice to the contrary from the Security Agent stating that a Declared Default has occurred. Thereafter the Charging Company will cease to have any right to deal with you in relation to the Policies and therefore from that time you should deal only with the Security Agent;
3. you are authorised to disclose information in relation to the Policies to the Security Agent on request; and
4. 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 the Charging Company) by way of confirmation that:

- (a) you agree to act in accordance with the provisions of this notice;
- (b) you [will note/have noted] the Security Agent's interest as first chargee on the Policies;
- (c) after receipt of written notice in accordance with paragraph 2 above, you will pay all monies to which the Charging Company is entitled under the Policies direct to the Security Agent (and not to the Charging Company) unless the Security Agent otherwise agrees in writing;
- (d) you will not cancel or otherwise allow the Policies to lapse without giving the Security Agent not less than 14 days written notice;
- (e) you have not received notice that the Charging Company has assigned its rights under the Policies to a third party or created any other interest (whether by way of security or otherwise) in the Policies in favour of a third party for which you have not received a notice of cancellation for such assignment; and

- (f) you have not claimed or exercised nor do you have any outstanding right to claim or exercise against the Charging Company, any right of set-off, counter-claim or other right relating to the Policies.

The provisions of this notice are governed by English law.

Yours faithfully

.....
for and on behalf of
[insert name of Charging Company]

[On acknowledgement copy]

To: **[insert name and address of Security Agent]**

Copy to: **[insert name and address of Charging Company]**

We acknowledge receipt of the above notice and confirm the matters set out in paragraphs (a) to (f) above.

.....
for and on behalf of
[insert name of insurance company]

Dated: ●

SCHEDULE 7

Details of Collection Accounts

Charging Company	Account Bank	Sort Code	Account Number
Belton Associates Limited	Lloyds Bank plc		
Belton Associates Limited	Lloyds Bank plc		
The National Fostering Agency Limited	National Westminster Bank PLC		
Belton Associates Limited	Lloyds Bank plc		
The National Fostering Agency Limited	National Westminster Bank PLC		
The National Fostering Agency (Scotland) Limited	National Westminster Bank PLC		
NFAG Limited	National Westminster Bank PLC		
NFAG Limited	National Westminster Bank PLC		
NFAG Limited	National Westminster Bank PLC		
NFAG Limited	National Westminster Bank PLC		
NFAG Limited	National Westminster Bank PLC		
NFAH Limited	National Westminster Bank PLC		
The Foster Care Agency Limited	National Westminster Bank PLC		
Care Administration & Management Services Limited	Lloyds Bank plc		
NFA Partnerships Limited	Lloyds Bank plc		
NFAP Limited	Lloyds Bank plc		

Children First Fostering Agency Limited	Lloyds Bank plc
Children First Fostering Agency Limited	Lloyds Bank plc
Alliance Foster Care Limited	Lloyds Bank plc
Alliance Foster Care Limited	Lloyds Bank plc
Alpha Plus Fostering Limited	Lloyds Bank plc
Jay Fostering Limited	Lloyds Bank plc

SCHEDULE 8

Form of notice to banks operating Collection Accounts and/or Cash Collateral Accounts

To: [insert name and address of Account Bank] (the "Account Bank")

Dated: ●

Dear Sirs

Re: The ● Group of Companies - Security over Bank Accounts

We notify you that [insert name of Charging Company] (the "Charging Company") and certain other companies identified in the schedule to this notice (together the "Customers") charged to [insert name of Security Agent] (the "Security Agent") for the benefit of itself and certain other banks and financial institutions all their right, title and interest in and to the monies from time to time standing to the credit of the accounts identified in the schedule to this notice and to any other accounts from time to time maintained with you by the Customers (the "Charged Accounts") and to all interest (if any) accruing on the Charged Accounts.

1. We irrevocably authorise and instruct you:
 - (a) to hold all monies from time to time standing to the credit of the Charged Accounts to the order of the Security Agent and to pay all or any part of those monies to the Security Agent (or as it may direct) promptly following receipt of written instructions from the Security Agent to that effect; and
 - (b) to disclose to the Security Agent any information relating to the Customers and the Charged Accounts which the Security Agent may from time to time request you to provide.
2. We also advise you that:
 - (a) the Customers may not withdraw any monies from the Charged Accounts designated as "Blocked" in the schedule below without first having obtained the prior written consent of the Security Agent;
 - (b) by counter-signing this notice the Security Agent confirms that the Customers may make withdrawals from the Charged Accounts designated as "Not blocked" in the schedule below until such time as the Security Agent shall notify you (with a copy to the Charging Company) in writing that their permission is withdrawn. That permission may be withdrawn or modified by the Security Agent in its absolute discretion at any time.
 - (c) the provisions of this Notice may only be revoked or varied with the prior written consent of the Security Agent.
3. Please sign and return the enclosed copy of this notice to the Security Agent (with a copy to the Charging Company) by way of your confirmation that:
 - (a) you agree to act in accordance with the provisions of this notice;
 - (b) you have not received notice that any Customer has assigned its rights to the monies standing to the credit of the Charged Accounts or otherwise granted any

security or other interest over those monies in favour of any third party for which you have not received notice of cancellation of such assignment or security;

- (c) you will not exercise any right to combine accounts or any rights of set-off or lien or any similar rights in relation to the monies standing to the credit of the Charged Accounts, except for the netting of credit and debit balances pursuant to current account netting arrangements previously approved in writing by the Security Agent; and
- (d) you have not claimed or exercised, nor do you have outstanding any right to claim or exercise against the Charging Company, any right of set-off, counter-claim or other right relating to the Charged Accounts.

The provisions of this notice are governed by English law.

Schedule

Customer	Account Number	Sort Code	Status
●	●	●	[Blocked][Not blocked]

Yours faithfully,

.....
for and on behalf of
[Insert name of Charging Company]
as agent for and on behalf of
all of the Customers

Counter-signed by

.....
for and on behalf of
[Insert name of Security Agent]

[On acknowledgement copy]

To: **[Insert name and address of Security Agent]**

Copy to: **[Insert name of Charging Company]** (on behalf of all the Customers)

We acknowledge receipt of the above notice and confirm the matters set out in paragraphs (a) to (d) above.

.....
for and on behalf of
[Insert name of Account Bank]

Dated: ●

SCHEDULE 9

Form of Security Accession Deed

THIS SECURITY ACCESSION DEED is made on ●

BETWEEN:

- (1) ● Limited (a company incorporated in [England and Wales] with registered number ● (the "**New Charging Company**");
- (2) ● Limited (a company incorporated in [England and Wales] with registered number ● (the "**Parent**") for itself and as agent for and on behalf of each of the existing Charging Companies; and
- (3) ● as security trustee for itself and the other Secured Parties (the "**Security Agent**").

RECITAL:

This deed is supplemental to a debenture dated ● between, inter alia, the Parent, the Charging Companies named therein and the Security Agent, as previously supplemented and amended by earlier Security Accession Deeds (if any) (the "**Debenture**").

NOW THIS DEED WITNESSES as follows:

1. **INTERPRETATION**

1.1 **Definitions**

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

1.2 **Construction**

Clause 1.2 (Construction) and clause 1.3 (Other References) of the Debenture will be deemed to be set out in full in this deed, but as if references in those clauses to the Debenture were references to this deed.

2. **ACCESSION OF NEW CHARGING COMPANY**

2.1 **Accession**

The New Charging Company agrees to be a Charging Company for the purposes of the Debenture with immediate effect and agrees to be bound by all of the terms of the Debenture as if it had originally been a party to it as a Charging Company.

2.2 **Covenant to pay**

The New Charging Company as primary obligor covenants with the Security Agent (for the benefit of itself and the other Secured Parties) that it will pay on demand the Indebtedness when it falls due for payment in accordance with the terms of the Finance Documents.

2.3 Fixed charges

The New Charging Company, as continuing security for the payment of the Indebtedness, charges in favour of the Security Agent with full title guarantee the following assets, both present and future, from time to time owned by it or in which it has an interest:

- (a) by way of first legal mortgage all Material Premises (including the property specified in schedule 1) together with all buildings and fixtures (including trade fixtures) on that property; and
- (b) by way of first fixed charge:
 - (i) all other interests (not charged under clauses 2.3(a)) in the Material Premises, the buildings and fixtures (including trade fixtures) on that property, all proceeds of sale derived therefrom and the benefit of all covenants given in respect thereof and all licences to enter upon or use land and the benefit of all other agreements relating to land;
 - (ii) all the Subsidiary Shares and Investments and all corresponding Distribution Rights;
 - (iii) all plant, machinery, vehicles, computers, office and other equipment and the benefit of all contracts, licences and warranties relating thereto;
 - (iv) all Book Debts and all rights and claims against third parties and against any security in respect of those Book Debts;
 - (v) all debts and monetary claims (other than Book Debts) and all rights against third parties in respect of such debts and claims;
 - (vi) all monies standing to the credit of any and all its accounts (including the Collection Accounts and the Cash Collateral Accounts but excluding the Excluded Accounts) with any bank, financial institution, or other person;
 - (vii) all its Intellectual Property (including, without limitation, the Intellectual Property listed in schedule 5 hereto);
 - (viii) all rights and interest in the Hedging Agreements;
 - (ix) the benefit of all consents and agreements held by it in connection with the use of any of the Charged Property;
 - (x) its goodwill and uncalled capital; and
 - (xi) if not effectively assigned by clause 2.5 (Security Assignment), all its rights and interests in (and claims under) the Assigned Agreements.

2.4 Floating charge

As further continuing security for the payment of the Indebtedness, the New Charging Company charges with full title guarantee in favour of the Security Agent (for the benefit of itself and the other Secured Parties) by way of first floating charge all its assets, both present and future, not effectively charged by way of first fixed charge under clause 2.3 (Fixed Charges) or assigned under clause 2.5 (Security Assignment), including, without limitation, the Premises.

2.5 **Security Assignment**

As further continuing security for the payment of the Indebtedness, the New Charging Company assigns absolutely by way of security and with full title guarantee to the Security Agent all its rights, title and interest in the Assigned Agreements including, without limitation, those identified in schedule 3, provided that on payment or discharge in full of the Indebtedness the Security Agent will at the request and cost of the New Charging Company re-assign the relevant rights, title and interest in the Assigned Agreements to the New Charging Company (or as it shall direct).

3. **CONSTRUCTION OF DEBENTURE**

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

4. **CONSENT OF EXISTING CHARGING COMPANIES**

The existing Charging Companies agree to the terms of this deed and agree that its execution will in no way prejudice or affect the security granted by each of them under (and covenants given by each of them in) the Debenture.

5. **NOTICES**

The New Charging Company confirms that its address details for notices in relation to clause 21.1 (Communications in Writing) of the Debenture are as follows:

Address: ●

Facsimile: ●

Attention: ●

6. **COUNTERPARTS**

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

7. **THIRD PARTY RIGHTS**

The Contracts (Rights of Third Parties) Act 1999 shall not apply to this deed and no rights or benefits expressly or impliedly conferred by this deed shall be enforceable under that Act against the parties to this deed by any other person.

8. **LAW**

This deed (and any dispute, controversy, proceedings or claims of whatever nature arising out of or in any way relating to this deed) shall be governed by, and construed in accordance with, English law.

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

SCHEDULE 1

Details of Material Premises

SCHEDULE 2

Details of Subsidiary Shares

SCHEDULE 3

Assigned Agreements

SCHEDULE 4

Details of Collection Accounts

SCHEDULE 5

Intellectual Property

SIGNATORIES TO DEED OF ACCESSION

Executed as a deed by)
[***insert name of company in bold and***)
upper case] acting by [***insert name of***)
director] in the presence of:)

Signature of director

Signature of witness

Name of witness

Address of witness

Occupation of witness

The Parent

Executed as a deed by)
[***insert name of company in bold and***)
upper case] acting by [***insert name of***)
director] in the presence of:)

Signature of director

Signature of witness

Name of witness

Address of witness

Occupation of witness

The Security Agent

EXECUTED by)
●)
Acting by its)
authorised signatory)
●)

SIGNATORIES TO DEBENTURE

Executed as a deed by)
BELTON ASSOCIATES HOLDINGS)
LIMITED acting by a director in the)
presence of:)

Signature of director

Signature of witness

Name of witness

Address of witness

Occupation of witness

Gabriella McCoy
MACFARLANES LLP
20 CURSITOR STREET
LONDON
EC4A 1LT

Executed as a deed by)
BELTON ASSOCIATES LIMITED acting)
by a director in the presence of:)

Signature of director

Signature of witness

Name of witness

Address of witness

Occupation of witness

Gabriella McCoy
MACFARLANES LLP
20 CURSITOR STREET
LONDON
EC4A 1LT

Executed as a deed by)
NFAH LIMITED acting by a director in)
the presence of:)
)

Signature of director

Signature of witness

Name of witness

Address of witness

Occupation of witness

.....
.....
.....
Gabriella McCay
.....
MACFARLANES LLP
20 CURSITOR STREET
LONDON
EC4A 1LT
.....
.....

Executed as a deed by)
NFA PARTNERSHIPS LIMITED acting)
by a director in the presence of:)
)

Signature of director

Signature of witness

Name of witness

Address of witness

Occupation of witness

.....
.....
.....
Gabriella McCay
.....
MACFARLANES LLP
20 CURSITOR STREET
LONDON
EC4A 1LT
.....
.....

Executed as a deed by)
NFAG LIMITED acting by a director in)
the presence of:)
)

Signature of director

Signature of witness

Name of witness

Address of witness

Gabriella McCoy
MACFARLANES LLP
20 CURSITOR STREET
LONDON
EC4A 1LT

Occupation of witness

Executed as a deed by)
NFAP LIMITED acting by a director in)
the presence of:)
)

Signature of director

Signature of witness

Name of witness

Address of witness

Gabriella McCoy
MACFARLANES LLP
20 CURSITOR STREET
LONDON
EC4A 1LT

Occupation of witness

Executed as a deed by)
THE NATIONAL FOSTERING AGENCY)
LIMITED acting by a director in the)
presence of:)

Signature of director

Signature of witness

Name of witness

Address of witness

Occupation of witness

.....
.....
.....
Gabriella McCay.....
.....
MACFARLANES LLP
20 CURSITOR STREET
LONDON
EC4A 1LT
.....

Executed as a deed by)
THE NATIONAL FOSTERING AGENCY)
(SCOTLAND) LIMITED acting by a)
director in the presence of:)

Signature of director

Signature of witness

Name of witness

Address of witness

Occupation of witness

.....
.....
.....
Gabriella McCay.....
.....
MACFARLANES LLP
20 CURSITOR STREET
LONDON
EC4A 1LT
.....

Executed as a deed by)
THE FOSTER CARE AGENCY LIMITED)
acting by a director in the presence of:)
)

Signature of director

Signature of witness

Name of witness

Address of witness

Occupation of witness

.....
.....
.....
Gabriella McCoy
.....
MACFARLANES LLP
20 CURSITOR STREET
LONDON
EC4A 1LT
.....
.....

Executed as a deed by)
CHILDREN FIRST FOSTERING AGENCY)
LIMITED acting by a director in the)
presence of:)
)

Signature of director

Signature of witness

Name of witness

Address of witness

Occupation of witness

.....
.....
.....
Gabriella McCoy
.....
MACFARLANES LLP
20 CURSITOR STREET
LONDON
EC4A 1LT
.....
.....

Executed as a deed by)
ALLIANCE FOSTER CARE LIMITED)
acting by a director in the presence of:)
)

Signature of director

Signature of witness

Name of witness

Address of witness

Gabriella McCoy
MACFARLANES LLP
20 CURSITOR STREET
LONDON
EC4A 1LT

Occupation of witness

Executed as a deed by)
ALPHA PLUS FOSTERING LIMITED)
acting by a director in the presence of:)
)

Signature of director

Signature of witness

Name of witness

Address of witness

Gabriella McCoy
MACFARLANES LLP
20 CURSITOR STREET
LONDON
EC4A 1LT

Occupation of witness

Executed as a deed by)
JAY FOSTERING LIMITED acting by a)
director in the presence of:)
)

Signature of director

Signature of witness

Name of witness

Address of witness

Occupation of witness

.....
.....
.....
Gabriella McCoy
.....
MACFARLANES LLP
20 CURSITOR STREET
LONDON
EC4A 1LT
.....
.....

Executed as a deed by)
CARE ADMINISTRATION &)
MANAGEMENT SERVICES LIMITED)
acting by a director in the presence of:)
)

Signature of director

Signature of witness

Name of witness

Address of witness

Occupation of witness

.....
.....
.....
Gabriella McCoy
.....
MACFARLANES LLP
20 CURSITOR STREET
LONDON
EC4A 1LT
.....
.....

THE SECURITY AGENT

Executed as a deed by)
LLOYDS BANK PLC acting by an)
authorised signatory in the presence of:)
)

Signature of Authorised Signatory

Signature of witness

Name of witness

Address of witness

Occupation of witness

.....
.....
.....
.....
.....
.....
.....
.....

THE SECURITY AGENT

Executed as a deed by)
LLOYDS BANK PLC acting by an)
authorised signatory in the presence of:)
)

Signature of Authorised Signatory

Signature of witness

Name of witness

Address of witness

Occupation of witness

KIRSTY INCH
CITYMARK
150 FOUNTAINBRIDGE
EDINBURGH, EH3 9PL