

MG01

Particulars of a mortgage or charge

134307/52x4



A fee is payable with this form.

We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page



What this form is for

You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland



What this form is NOT for

You cannot use this form to register
particulars of a charge on
company property. To do this,
use form MG01s

SATURDAY



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01/09/2012

#51

COMPANIES HOUSE

ise
uk

1

Company details

Company number

0 4 2 2 8 9 3 0

Company name in full

Nu Nu Limited

(the "Chargor")

19

For official use

→ Filling in this form

Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2

Date of creation of charge

Date of creation

d3 d1 m0 m8 y2 y0 y1 y2

3

Description

Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Deed of Accession dated 31 August 2012 between, amongst others, (1) the Chargor, (2) the Parent
(as defined in section 6 of this form) and (3) HSBC Corporate Trustee Company (UK) Limited (the
"Security Agent") (the "Deed of Accession") to a Debenture dated 16 August 2012 between
, amongst others, (1) the Parent (as defined in section 6 of this form) and (2) the Security Agent (the
"Debenture")

4

Amount secured

Amount secured

Please give us details of the amount secured by the mortgage or charge

All present and future liabilities and obligations and liabilities
expressed to be due, owing or payable by any Obligor under or in
connection with any of the Secured Finance Documents (whether
actual or contingent and whether severally or in any capacity
whatsoever) (the "Secured Liabilities")

Continuation page

Please use a continuation page if
you need to enter more details

MG01

Particulars of a mortgage or charge

5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Continuation page
Please use a continuation page if you need to enter more details

Name HSBC Corporate Trustee Company (UK) Limited

Address 8 Canada Square, Level 27

London

Postcode E 1 4 5 H Q

Name

Address

Postcode

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page
Please use a continuation page if you need to enter more details

Short particulars Please see attached continuation sheet

MG01 – continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

1 1 Mortgages and Fixed Charges

As a continuing security for payment and discharge of the Secured Liabilities, the Chargor with full title guarantee charged to the Security Agent all its right, title and interest from time to time in each of the following assets -

1 1 1 by way of first legal mortgage all Land which is described in Schedule 2 of the Debenture (Annex 1 of this Form MG01 to the extent applicable to the Chargor) or in any Deed of Accession by which a chargor becomes party to the Debenture and all other Land now vested in the Chargor,

1 1 2 by way of first fixed charge all other Land now vested in the Chargor (to the extent not effectively charged by Clause 3 1 1 of the Debenture (paragraph 1 1 1 above) and all Land acquired by the Chargor after the date of the Debenture,

1 1 3 by way of first fixed charge -

- (a) the Shares,
- (b) the Securities,
- (c) the Intellectual Property,
- (d) the Monetary Claims,
- (e) the Fixed Plant and Equipment,
- (f) the Loose Plant and Equipment,
- (g) the Insurances,
- (h) the Accounts,
- (i) the Related Rights under or in connection with the Shares, the Securities, the Accounts (other than the Assigned Accounts), the Intellectual Property, the Monetary Claims, the Fixed Plant and Equipment and the Loose Plant and Equipment,
- (j) to the extent not assigned or effectively assigned by Clause 3 3 (*Assignments*) of the Debenture (paragraph 1 3 below), the Assigned Accounts and other agreements and all Related Rights in respect of such Assigned Accounts, and
- (k) its present and future goodwill and uncalled capital

MG01 – continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

1 2 Floating Charge

As continuing security for payment and discharge of the Secured Liabilities, the Chargor with full title guarantee charged to the Security Agent by way of first floating charge the whole of the Chargor's undertaking and assets, present and future and wherever situated, which are not for any reason effectively charged or assigned (whether in law or equity) by way of fixed security by the Debenture, including, without limitation, any heritable property of the Chargor situated in Scotland (other than any assets subject to Security created under the Transaction Security Documents as defined in the Facilities Agreement governed by Scots law)

1 3 Assignments

As continuing security for payment and discharge of the Secured Liabilities, the Chargor with full title guarantee assigned absolutely in favour of the Security Agent, but subject to the right of the Chargor to redeem such assignment upon the full payment or discharge of the Secured Liabilities, its right, title and interest from time to time in each of the following assets -

1 3 1 the Specific Contracts,

1 3 2 the Insurances,

1 3 3 the Assigned Accounts, and

1 3 4 all rights under any agreement to which it is a party and which is not mortgaged or charged under Clause 3 1 (*Mortgages and Fixed Charges*) of the Debenture (paragraph 1 1 above)

together with all Related Rights in respect of such Charged Property, provided that each Chargor is entitled until the occurrence of a Declared Default to exercise all rights assigned under this Clause 3 3 (*Assignments*) (paragraph 1 3 above) (subject to the terms of the Secured Finance Documents) and the Security Agent will reassign any such rights to the extent necessary to enable the Chargor to do so

1 4 Trust

If or to the extent that for any reason the assignment or charging of any Charged Property is prohibited, the Chargor shall hold it on trust for the Security Agent

1 5 Qualifying floating charge

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 will apply to any floating charge created by the Debenture

MG01 – continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

2 RESTRICTIONS AND FURTHER ASSURANCE

2 1 Security

The Chargor has undertaken that it shall not create or permit to subsist any Security over any Charged Property, nor do anything else prohibited by Clause 24 14 (*Negative pledge*) of the Facilities Agreement except as expressly permitted under the terms of the Secured Finance Documents

2 2 Disposal

The Chargor has undertaken that it shall not enter into or agree to enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, license, sub-license, transfer or otherwise dispose of any Charged Property except as expressly permitted under the terms of the Secured Finance Documents

2 3 Further assurance

The Chargor shall promptly do whatever the Security Agent requires to -

2 3 1 perfect or protect the Security created or expressed to be created by the Debenture, or its priority, or

2 3 2 facilitate the realisation of the Charged Property or the exercise of any rights vested in the Security Agent or any Receiver,

including executing any transfer, conveyance, charge, assignment or assurance of the Charged Property (whether to the Security Agent or its nominees or otherwise), making any registration and giving any notice, order or direction

Definitions

"Account" means any account opened or maintained by the Chargor at any bank or financial institution

"Agent" has the meaning given to that term in the Facilities Agreement

"Assigned Account" means any Holding Account and any Mandatory Prepayment Account (and any renewal or redesignation of such accounts) and any other Account that may from time to time be agreed by the Agent and the Parent to be an Assigned Account

"Charged Property" means all the assets and undertaking of the Chargor which from time to time are, or purport to be, the subject of the security

MG01 – continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

	created in favour of the Security Agent by or pursuant to the Debenture
"Deed of Accession"	means a deed substantially in the form of Schedule 4 (<i>Deed of Accession</i>) of the Debenture executed, or to be executed, by a person becoming a Chargor
"Declared Default"	means the occurrence of an Event of Default which is continuing and in respect of which notice of acceleration has been given by the Agent pursuant to Clause 25 21 (<i>Acceleration</i>) of the Facilities Agreement
"Event of Default"	has the meaning given to that term in the Facilities Agreement
"Facilities Agreement"	means the facilities agreement dated on or about the date of the Debenture between, among others, the Parent, the Agent and the Security Agent
"Fixed Plant and Equipment"	means all plant, machinery or equipment of the Chargor of any kind which does not for any reason constitute a Fixture, but is now or at any time directly or indirectly attached by any means and for any purpose to any land or building, whether or not it is removable or intended to form part of the land or building
"Fixtures"	means all things of any kind now or at any time affixed to land for any purpose, including, without limitation, trade and tenants fixtures
"Group"	has the meaning given to that term in the Facilities Agreement
"Holding Account"	means an account (to the extent it has been opened) - <ul style="list-style-type: none"> (a) held in England by a member of the Group with the Agent (b) identified in a letter between the Parent and the Agent as a Holding Account and (c) subject to Security in favour of the Security Agent which Security is in form and substance satisfactory to the Security Agent

MG01 – continuation page

Particulars of a mortgage or charge

6

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	(as the same may be redesignated, substituted or replaced from time to time)
"Insurances"	means any policy of insurance or assurance, in which the Chargor has an interest and all claims and rebates of premium under any such policy, but excluding any third party liability or public liability insurance and any directors and officers insurances
"Intellectual Property"	means any of the following in which the Chargor has an interest - <ul style="list-style-type: none"> (a) any registered intellectual property right in any territory or jurisdiction, including, without limitation, patents, trade marks, service marks, registered designs, and any similar right in any territory or jurisdiction and any applications or right to apply for any of the above, (b) any invention, copyright, design right or performance right, (c) any trade secrets, know-how and confidential information, and (d) the benefit of any agreement or licence for the use of any such right
"Land"	means any estate, right or interest in or over land, whether legal or equitable, and wherever the land is situated including, without limitation, any buildings and Fixtures on land, and the benefit of any covenants or rights owed to any person or enforceable by him by virtue of the ownership possession or occupation of land but for these purposes "Land" excludes heritable property situated in Scotland
"Loose Plant and Equipment"	means, in relation to the Chargor, all plant, machinery, equipment and motor vehicles now or at any time owned by the Chargor as a capital asset which is not Fixed Plant and Equipment
"Mandatory Prepayment Account"	has the meaning given to that term in the Facilities Agreement

MG01 – continuation page

Particulars of a mortgage or charge

6

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	<p>"Monetary Claims" means all book and other debts and monetary claims now or in the future owing to the Chargor (whether alone or jointly with any other person), whenever payable and whether liquidated or unliquidated, certain or contingent including, without limitation, credit balances on any Account, and together with all cheques, bills of exchange, negotiable instruments, credits and securities at any time given in relation to, or to secure payment of, any such debt</p> <p>"Obligor" has the meaning given to that term in the Facilities Agreement</p> <p>"Parent" means Busy Bees Holdings Limited, a company incorporated in England and Wales (Company Number 06903391) whose registered office is St Matthews, Shaftesbury Drive, Burntwood, Staffordshire, WS7 9QP</p> <p>"Receiver" means any receiver, receiver and manager or administrative receiver of the whole or any part of the Charge Property</p> <p>"Related Rights" means in relation to any Charged Property -</p> <ul style="list-style-type: none"> (a) the proceeds of sale of any part of that Charged Property, (b) all rights under any licence, agreement for sale or agreement for lease in respect of that Charged Property, (c) all rights, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of that Charged Property, and (d) any moneys and proceeds paid or payable in respect of that Charged Property <p>"Secured Finance Documents" means the Finance Documents and the Hedging Agreements (each as defined in the Facilities Agreement)</p> <p>"Securities" means all the right, title and interest of the Chargor, now or in the future, in any -</p> <ul style="list-style-type: none"> (a) stocks, shares, bonds, debentures, loan stocks, or other securities issued by any
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MG01 – continuation page

Particulars of a mortgage or charge

6

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person,

(b) warrants, options or other rights to subscribe, purchase or otherwise acquire any stocks, shares, bonds, debentures, loan stocks or other securities or investments issued by any person, and

(c) units or other interests in any unit trust or collective investment scheme,

other than the Shares

"Security Agent"

includes the Security Agent's successors in title and any successor appointed in accordance with the Secured Finance Documents

"Security"

means a mortgage, charge, pledge, lien or any other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

"Shares"

means all of the shares in the capital of each of the companies specified in Schedule 3 (Details of Shares) in the Debenture (Annex 2 of this Form MG01) and any Shares in the capital of any other member of the Group owned by the Chargor or held by any nominee on behalf of the Chargor at any time, or in Schedule 2 to any Deed of Accession by which a Chargor becomes a party to the Debenture, held by, to the order of or on behalf of, any Chargor at any time

"Specific Contracts"

means the Acquisition Agreement and the Hedging Agreements (each as defined in the Facilities Agreement) and any agreement specified in Schedule 3 to any Deed of Accession by which a Chargor becomes a party to the Debenture

MG01 – continuation page

Particulars of a mortgage or charge

6

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ANNEX 1

DETAILS OF LAND

Name of New Chargor	Details of Land		
	Address	Tenure	Title Number
Just Learning Ltd	17 Allenby Road, Southwell, Notts NG25 0NL	Freehold	NT308002
Just Learning Ltd	Little Acorns, Woodridge Avenue, Coventry CV5 7PN	Freehold	WM561689
Just Learning Ltd	83 St Lukes Road, Maidstone, Kent ME14 5AS	Freehold	K354968
Just Learning Ltd	48 College Road, Maidstone, Kent ME15 6SA	Freehold	K627010
Just Learning Ltd	Larkspur Drive, Eastbourne, BN23 8BS	Freehold	ESX240945
Just Learning Ltd	Beechings Way, Gillingham, Kent ME8 6AD	Long leasehold	K831045
Just Learning Ltd	Eureka Business park, Ashford TN25 4BN	Long leasehold	K903437
Just Learning Ltd	The Crescent, Aldermaston Road, Basingstoke RG24 9NJ	Freehold	HB567193
Just Learning Ltd	Greenwood Close, Gate Business Park, Cardiff CF23 8RD	Freehold	WA947519
Just Learning Ltd	19 Hackett Place, Hilperton, Trowbridge, Wilts BA14 7GW	Long leasehold	WT199351
Just Learning Ltd	Monks Lane, Newbury, Berks RG14 7TD	Long leasehold	BK375712
Just Learning Ltd	Stoneleigh Drive, Barrs Court, Bristol BS30 7EJ	Long leasehold	GR252388
Just Learning Ltd	Fjord Tirion, Broadlands, Wales CF31 5EX	Freehold	CYM178698
Just Learning Ltd	Kingfisher Way, Hinchingsbrooke Business Park, Huntingdon PE29 6FN	Long leasehold	CB220989

MG01 – continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

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Just Learning Ltd	Enstone Court, Wellingborough, NN8 2DR	Freehold	NN207285
Just Learning Ltd	Progress Park, Elstow, Bedford MK42 9XE	Freehold	BD222108
Just Learning Ltd	Whitehorse Lane, Great Ashby, Stevenage SG1 6NH	Freehold	HD409470
Just Learning Ltd	Delft Way, off Amsterdam Way, Norwich NR6 6DA	Freehold	NK272260
Just Learning Ltd	5 Meridian Way, Norwich NR7 0TA	Freehold	NK292431
Just Learning Ltd	The Buntings, Cedars Park, Stowmarket, Suffolk IP14 5GZ	Freehold	SK220153
Just Learning Ltd	Marbled White Drive, Ipswich, Suffolk IP8 3TL	Freehold	SK207907
Just Learning Ltd	1 St Andrews Walk, Rushmere St Andrew, Ipswich IP4 5RE	Long leasehold	SK261502
Just Learning Ltd	Notley Green, Great Notley, Braintree CM77 8US	Freehold	EX574217
Just Learning Ltd	Whipps Cross University Hospital, Whipps Cross Road, Leytonstone E11 1NR	Long leasehold	EGL385414
Just Learning Ltd	20 Sutton Road, Walthamstow, London E17 5QA	Freehold	EGL406948
Just Learning Ltd	84a Horseferry Road, London SW1P 2AD	Short leasehold	NGL864709
Just Learning Ltd	53 Front Street, Cleadon, Sunderland SR6 7PG	Freehold	TY174187
Just Learning Ltd	178 Newcastle Road, Sunderland SR5 1NW	Freehold	TY334419
Just Learning Ltd	Silver Fox Way, Cobalt Business Park, Newcastle upon Tyne NE27 0QJ	Long leasehold	TY393874

MG01 – continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

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Just Learning Ltd	Park View, Shipdon Road, Blaydon on Tyne NE21 5LU	Freehold	TY368501 & TY52966
Just Learning Ltd	Waterworks Road, Ryhope, Sunderland SR2 0LW	Freehold	TY405640
Just Learning Ltd	Glanville Road, Doxford International Park, SR3 3UY	Freehold	TY441842
Just Learning Ltd	19 Newton Lane, Darlington DL3 9EX	Freehold	DV50868
Just Learning Ltd	Myton Road, Ingleby Barwick, Stockton on Tees TS17 0WA	Freehold	CE141094
Just Learning Ltd	Red Hall Court, Paragon Business Village, Wakefield WF1 2UN	Long leasehold	WYK761985
Just Learning Ltd	35-37 Walkden Hall Avenue, Wigan, Lancs WN1 2JJ	Freehold	GM539221
Nu Nu Limited	Windmill Close, Wigan, Lancs WN1 3QS	Freehold	GM916443
Nu Nu Limited	Mallow Road, Thetford, Norfolk IP24 2YD	Freehold	NK242018
Nu Nu Limited	4 Childwall Road, Liverpool L15 6UU	Freehold	LA314298
Nu Nu Limited	Sitka Drive, Shrewsbury SY2 6LG	Freehold	SL159087
Nu Nu Limited	Manor Lane, Holmes Chapel, Cheshire CW4 8AB	Long leasehold	CH487476
Nu Nu Limited	Councillor Lane, Cheadle, Stockport SK8 2JF	Freehold	GM623571
Nu Nu Limited	32 Crewe Road, Sandbach, Cheshire CW11 4NE	Freehold	CH177529
Nu Nu Limited	Wilthorpe Road, Long Eaton, Derbyshire NG10 3RX	Freehold	DY332837
Nu Nu Limited	4 Torch Way, Northampton Road, Market Harborough LE16 9HL	Freehold	LT362241

MG01 – continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Nu Nu Limited	2 Storer Road, Loughborough, LE11 5EQ	Freehold	LT245420
Nu Nu Limited	Kettering Road, Northampton NN3 6AA	Long leasehold	NN253314 & NN255674

ANNEX 2

DETAILS OF SHARES

Name of New Chargor	Details of Shares held
Just Learning Ltd	100% of the ordinary share capital of Just Learning Developments Limited
Careshare Limited	None
Nu Nu Limited	100% of the ordinary share capital of Nu Nu Nurseries Limited
Learning Just Limited	100% of the ordinary share capital of Just Learning Malling Limited
Learning Just Limited	100% of the ordinary share capital of Just Learning Ltd
Just Learning Malling Limited	100% of the ordinary share capital of Nu Nu Limited

MG01

Particulars of a mortgage or charge

7

Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance or discount N/A

8

Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860) If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870)

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866) The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it Where a body corporate gives the verification, an officer of that body must sign it We will also accept a verified copy where section 867(2) applies (property situated in another part of UK)

9

Signature

Please sign the form here

Signature

Signature

X Pinseal Masons LLP X

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

MG01

Particulars of a mortgage or charge



Presenter information

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

Contact name **Rosemary Da Silva**

Company name **PINSENT MASONS LLP**

Address **30 Crown Place**

Post town **London**

County/Region

Postcode **E C 2 A 4 E S**

Country

DX **157620 Broadgate**

Telephone **+44 (0) 20 7418 7000**



Certificate

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



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register
- ☐ You have included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



Important information

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



How to pay

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

Make cheques or postal orders payable to 'Companies House'



Where to send

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

For companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

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

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



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 4228930
CHARGE NO. 19**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF ACCESSION DATED 31
AUGUST 2012 AND CREATED BY NU NU LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM ANY
OBLIGOR ON ANY ACCOUNT WHATSOEVER UNDER THE
TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING
OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT
TO CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE
1 SEPTEMBER 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 6 SEPTEMBER
2012

DX



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES