



**Registration of a Charge**

Company name: **ADVANCE FOSTER CARE LIMITED**

Company number: **04593517**



X5FIFRDF

Received for Electronic Filing: **14/09/2016**

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**Details of Charge**

Date of creation: **08/09/2016**

Charge code: **0459 3517 0007**

Persons entitled: **SUMITOMO MITSUI BANKING CORPORATION EUROPE LIMITED (AS SECURITY AGENT FOR THE BENEFICIARIES)**

Brief description: **EXCEPT FOR ANY RESTRICTED LAND, ALL CURRENT AND FUTURE MATERIAL LAND AND OTHER LAND, AND CURRENT AND FUTURE INTELLECTUAL PROPERTY (EXCEPT FOR ANY RESTRICTED IP) OWNED BY THE COMPANY, IN EACH CASE AS DEFINED IN THE DEED OF ACCESSION AND CHARGE REGISTERED BY THIS FORM MR01 (THE "DEED"). FOR MORE DETAILS PLEASE REFER TO THE DEED.**

**Contains fixed charge(s).**

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

**Contains negative pledge.**

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**Authentication of Form**

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

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## Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE COMPOSITE ORIGINAL INSTRUMENT.**

Certified by: **BEATRICE BERGLUND**



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

Company number: 4593517

Charge code: 0459 3517 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 8th September 2016 and created by ADVANCE FOSTER CARE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th September 2016 .

Given at Companies House, Cardiff on 15th September 2016

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

2016

**ACORN CARE 1 LIMITED**  
**and certain of its Subsidiaries**  
**(as Chargors)**

- and -

**SUMITOMO MITSUI BANKING CORPORATION EUROPE  
LIMITED**  
(as Security Agent)

## DEED OF ACCESSION AND CHARGE

**The Security Agent should not exercise any voting powers in relation to charged shares under this Debenture and/or enforce this Debenture without first taking specific legal advice due to the existence of an unlimited company**

**Save for material redacted pursuant to s859G of the Companies Act 2006,  
I certify that this is a true and complete copy of the original seen by me**

Name: Deatrice Rasphord  
Title: Solicitor  
Date: 13/09/2016

Hogan Lovells International LLP (Ref: 31761403)  
Atlantic House, Holborn Viaduct, London EC1A 2FG



Ref: IV0587.000259  
F3/FAULKNEA/5306901

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

### Deed of Accession and Charge

THIS DEED OF ACCESSION AND CHARGE is made on 8 September 2016

#### BETWEEN:

- (1) The companies listed in Schedule 1 (the "New Chargors");
- (2) SSCP Spring MidCo 2 Limited (registered in England and Wales under number 09515615) (the "Parent"); and
- (3) Sumitomo Mitsui Banking Corporation Europe Limited (the "Security Agent").

#### WHEREAS:

- (A) This Deed is supplemental to a Debenture (the "Principal Deed") dated 3 August 2016 between (1) the Chargors (as defined therein) and (2) the Security Agent as agent and trustee for the Beneficiaries named in the Principal Deed (the "Beneficiaries").
- (B) Each New Chargor has agreed, on the terms contained in the Principal Deed, to charge in favour of the Security Agent (acting as security agent and trustee for the Beneficiaries), all of its property, undertaking and assets to secure the Secured Sums, and to accede to the Principal Deed.

#### THIS DEED WITNESSES as follows:

##### 1. DEFINITIONS AND INTERPRETATION

- 1.1 **Incorporation:** Words or expressions defined in the Principal Deed and principles of interpretation provided for in the Principal Deed shall, unless the context otherwise requires or unless otherwise re-defined below, have the same meaning and shall apply (as the case may be) in this Deed.

##### 1.2 **Additional Definitions:** In this Deed:

"Intellectual Property" means:

- (a) any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered; and
- (b) the benefit of all applications and rights to use such assets of each member of the Group (which may now or in the future subsist).

"Land" means freehold and leasehold, and any other estate in, land and (outside England and Wales) immovable property and in each case all buildings and structures upon and all things affixed to Land (including trade and tenant's fixtures).

"Material Intellectual Property" means:

- (a) the Specified Intellectual Property; and
- (b) any other Intellectual Property which is material in context of the business of each New Chargor.

**"Material Land"** means all Land (other than Restricted Land):

- (a) in England and Wales now vested in a New Chargor and registered at the Land Registry or which will be subject to first registration at the Land Registry upon the execution and delivery of this Deed of Accession and Charge, in each case as described in Schedule 2 (*Registered Land to be Mortgaged*);
- (b) which has a market value of £1,000,000 (or its equivalent in other currencies) or above; or
- (c) which is designated as Material Land by the Obligors' Agent and the Security Agent (acting reasonably).

**"Restricted Consent Land"** means any leasehold property in England and Wales held by a New Chargor under a lease which precludes either absolutely or conditionally that New Chargor from creating a mortgage or charge over its leasehold interest in that property and in respect of which consent has not yet been obtained pursuant to clause 3.4(a) (*Third Party Consents*) of the Principal Deed.

**"Restricted IP"** means any Intellectual Property owned by or licensed to a New Chargor which, in each case, precludes either absolutely or conditionally that New Chargor from creating a charge over its interest in that Intellectual Property and in respect of which consent has not yet been obtained pursuant to clause 3.4(b) (*Third Party Consents*) of the Principal Deed.

**"Restricted Land"** means:

- (a) any Restricted Consent Land;
- (b) any of the freehold property held by a New Chargor identified as Hall Carr Farm (title number: LA452202), Middle Carr Farm (title numbers: LA533247, LA500645 and LA730407) or any agricultural land at Heath Farm (title number: K855633), until the earlier of:
  - (i) the date on which such freehold property is transferred, sold or otherwise disposed of; and
  - (ii) the date falling twelve months after the 2016 Closing Date.

**"Specified Intellectual Property"** means the Intellectual Property listed in Schedule 3 (*Specified Intellectual Property*).

## 2. ACCESSION BY THE NEW CHARGORS TO THE PRINCIPAL DEED

2.1 **Accession:** Each New Chargor agrees to be bound by all the terms of the Principal Deed and to perform all obligations of a Chargor under, and in accordance with, the Principal Deed with effect from the date of this Deed, as if it had been an original party to the Principal Deed as a Chargor.

2.2 **Covenant to pay:** Each New Chargor (as primary obligor and not merely as surety) covenants with the Security Agent (as trustee for the Beneficiaries) that it will, on the Security Agent's written demand, pay or discharge the Secured Sums when due at the times and in the manner provided in the relevant Finance Documents.

2.3 **Proviso:** The covenants contained in this Clause and the security created by this Deed shall not extend to or include any liability or sum which would otherwise cause any such covenant or security to be unlawful or prohibited by any applicable law.

2.4 **Parent's agreement to the accession:** The Parent (on behalf of itself and the other members of the Group which are parties to the Principal Deed) hereby agrees to the New Chargors' accession.

### 3. **ASSIGNMENTS**

Each New Chargor, with full title guarantee, as security for the payment or discharge of all Secured Sums, assigns and agrees to assign absolutely (subject to a proviso for reassignment on redemption) to the Security Agent (as trustee for the Beneficiaries):

- (a) the benefit of all of its 2016 B Investor Acquisition Agreement Claims;
- (b) all of its rights, title and interest from time to time in respect of any sums payable to it pursuant to the Insurance Policies; and
- (c) all its rights, title and interest from time to time in respect of the New Hedging Agreements.

### 4. **FIXED SECURITY**

Each New Chargor, with full title guarantee, as security for the payment or discharge of all Secured Sums, charges in favour of the Security Agent (as trustee for the Beneficiaries):

- (a) by way of legal mortgage, all Material Land;
- (b) by way of fixed charge:
  - (i) with the exception of any Restricted Land, all other Land which is now, or in the future becomes, its property;
  - (ii) all Land which has ceased to fall within the definition of Restricted Land including, but not limited to, any Restricted Consent Land by virtue of receipt of the relevant landlord's consent to charge that Land, but only with effect from the date on which that consent is obtained or on which such Land otherwise ceases to fall within the definition of Restricted Land (as applicable);
  - (iii) all other interests and rights in or relating to Land or in the proceeds of sale of Land now or in the future belonging to it;
  - (iv) all plant and machinery now or in the future attached to any Land which, or an interest in which, is charged by it under the preceding provisions of this Clause 4;
  - (v) all rental and other income and all debts and claims now or in the future due or owing to it under or in connection with any lease, agreement or licence relating to Land;
  - (vi) all Specified Investments (except for any Excluded Investments) which are now its property, including all proceeds of sale derived from them;

- (vii) all Specified Investments (except for any Excluded Investments) in which that New Chargor may in the future acquire any interest (legal or equitable), including all proceeds of sale derived from them;
- (viii) all Derivative Rights of a capital nature now or in the future accruing or offered in respect of its Specified Investments (except for any Excluded Investments);
- (ix) all Derivative Rights of an income nature now or in the future accruing or offered at any time in respect of its Specified Investments;
- (x) all insurance or assurance contracts or policies now or in the future held by or otherwise benefiting it which relate to Fixed Security Assets or which are now or in the future deposited by it with the Security Agent, together with all its rights and interests in such contracts and policies (including the benefit of all claims arising and all money payable under them) apart from any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) in this Deed;
- (xi) all its goodwill and uncalled capital for the time being;
- (xii) all Specified Intellectual Property belonging to it;
- (xiii) with the exception of any Restricted IP, all other Intellectual Property presently belonging to it, including any Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others;
- (xiv) with the exception of any Restricted IP, all Intellectual Property that may be acquired by or belong to it in the future, including any such Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others;
- (xv) with the exception of any Restricted IP, the benefit of all agreements and licences now or in the future entered into or enjoyed by it relating to the use or exploitation of any Intellectual Property in any part of the world;
- (xvi) all Intellectual Property (including any Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others, and the benefit of all agreements and licences now or in the future entered into or enjoyed by it relating to the use or exploitation of any Intellectual Property in any part of the world) which by virtue of obtaining third party consent to charge such Intellectual Property has ceased to fall within the definition of Restricted IP, but only with effect from the date on which that consent is obtained;
- (xvii) all its rights now or in the future in relation to trade secrets, confidential information and knowhow in any part of the world;
- (xviii) all its rights and causes of action in respect of infringement(s) (past, present or future) of the rights referred to in sub-paragraphs (b)(xii) to (xvii) inclusive of this Clause;
- (xix) all trade debts now or in the future owing to it;



- (xx) all other debts now or in the future owing to it, excluding those arising on fluctuating accounts with other members of the Group;
- (xxi) the benefit of all instruments, guarantees, charges, pledges and other security and all other rights and remedies available to it in respect of any Fixed Security Asset except to the extent that such items are for the time being effectively assigned under Clause 3 (*Assignments*);
- (xxii) any beneficial interest, claim or entitlement it has to any pension fund now or in the future;
- (xxiii) all rights, money or property accruing or payable to it now or in the future under or by virtue of a Fixed Security Asset except to the extent that such rights, money or property are for the time being effectively assigned or charged by fixed charge under the foregoing provisions of this Deed;
- (xxiv) all moneys at any time standing to the credit of any Mandatory Prepayment Account, and the debt represented by any such credit balance; and
- (xxv) the benefit of all licences, consents and authorisations held in connection with its business or the use of any Asset and the right to recover and receive all compensation which may be payable in respect of them.

## 5. CREATION OF FLOATING CHARGE

5.1 Each New Chargor, with full title guarantee, charges to the Security Agent (as trustee for the Beneficiaries) as security for the payment or discharge of all Secured Sums, by way of floating charge:

- (a) all its Assets, except to the extent that such Assets are for the time being effectively assigned by way of security by virtue of Clause 3 (*Assignments*) or charged by any fixed charge contained in Clause 4 (*Fixed security*), including any Assets comprised within a charge which is reconverted under Clause 4.4 (*Reconversion*) of the Principal Deed; and
- (b) without exception, all its Assets in so far as they are for the time being situated in Scotland,

but in each case so that each New Chargor shall not create any Security over any such Floating Charge Asset (whether having priority over, or ranking *pari passu* with or subject to, this floating charge) or take any other step referred to in Clause 6 (*Negative pledge and other restrictions*) with respect to any such Floating Charge Asset, and each New Chargor shall not, without the consent of the Security Agent, sell, transfer, part with or dispose of any such Floating Charge Asset (except as permitted by clause 27.13 (*Disposals*) of the Facilities Agreement).

5.2 The parties agree (without limitation to the general nature of each New Chargor's accession to the Principal Deed contained in Clause 2) that the crystallisation provisions contained in clause 4 (*Crystallisation*) of the Principal Deed shall equally apply to the floating charge contained in this Deed as if set out in full in this Deed.

**6. NEGATIVE PLEDGE AND OTHER RESTRICTIONS**

Without the prior written consent of the Security Agent, except as specifically permitted by the Facilities Agreement, each New Chargor shall not:

- (a) create, or agree or attempt to create, or permit to subsist, any Security or any trust over any of its Assets; or
- (b) sell, assign, lease, license or sub-license, or grant any interest in, any of its Fixed Security Assets, or part with possession or ownership of them, or purport or agree to do so.

**7. RIGHT OF APPROPRIATION**

7.1 The parties acknowledge and intend that the charges over each New Chargor's Financial Collateral provided under or pursuant to this Deed will each constitute a "security financial collateral arrangement" for the purposes of the Financial Collateral Regulations.

7.2 The Security Agent may, on or following the occurrence of a Declared Default in accordance with the terms of the Principal Deed, by notice in writing to each New Chargor appropriate with immediate effect all or any of its Financial Collateral hereby charged which is subject to a security financial collateral arrangement (within the meaning of the Financial Collateral Regulations) and apply it in or towards the discharge of the Secured Sums, whether such Assets are held by the Security Agent or otherwise.

7.3 The value of any Financial Collateral appropriated under Clause 7.2 shall be:

- (a) in the case of cash, its face value at the time of appropriation; and
- (b) in the case of financial instruments or other financial collateral, their market value at the time of appropriation as determined (after appropriation) by the Security Agent (acting reasonably) by reference to a public index or other applicable generally recognised price source or such other process as the Security Agent may reasonably select, including a valuation carried out by an independent firm of accountants or valuers appointed by the Security Agent;

as converted, where necessary, into sterling at a market rate of exchange prevailing at the time of appropriation selected by the Security Agent.

7.4 The Security Agent will account to each New Chargor for any amount by which the value of the appropriated Assets exceeds the Secured Sums then due and each New Chargor shall remain liable to the Security Agent for any amount by which the value of the appropriated Assets is less than the Secured Sums then due.

7.5 Each New Chargor agrees that the method of valuing such Financial Collateral under Clause 7.3 is commercially reasonable.

**8. APPLICATION TO THE LAND REGISTRY**

Each New Chargor:

- (a) in relation to each register of title of any present and future Land of each New Chargor which is charged to the Security Agent under this Deed, consents to the Security Agent (or its solicitors) at any time submitting to the Land Registry:

- (i) a form AP1 (*application to change the register*) in respect of the security created by this Deed;
- (ii) a form AN1 (*application to enter an agreed notice*) in respect of the security created by this Deed;
- (iii) a form RX1 (*application to register a restriction*) in the following terms:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [date] in favour of [Chargee] referred to on the charges register or their conveyancer."; and

- (iv) a form CH2 (*application to enter an obligation to make further advances*); and
- (b) covenants to submit an application to the appropriate Land Registry for the first registration of any unregistered Material Land in England and Wales mortgaged by Clause 4 (*Fixed security*) at its own expense, immediately following its execution of this Deed.

## 9. POWER OF ATTORNEY

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

- (a) do anything which each New Chargor is obliged to do (but has materially failed to do within 20 Business Days of being notified by the Security Agent of such failure and being requested to comply) in accordance with this Deed, including to execute and deliver and otherwise perfect any agreement, assurance, deed, instrument or document;
- (b) following the occurrence of a Declared Default, enable the Security Agent or any such Receiver to exercise (or to delegate) all or any of the rights conferred on it by this Deed or by statute in relation to this Deed or the Assets charged, or purported to be charged, by it.

9.2 **Ratification:** Each New Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this Clause.

9.3 **Sums recoverable:** All sums expended by the Security Agent or any Receiver under this Clause shall be recoverable from each New Chargor under clause 22 (*Costs and Expenses*) and clause 23 (*Other Indemnities*) of the Intercreditor Agreement.

## 10. NOTICES

All notices or demands to be given or made pursuant to this Deed shall be given or made in the manner set out in clause 32 (*Notices*) of the Principal Deed. Each New Chargor's address for service is set out in Schedule 4 (*Notice Details*).

11. **COUNTERPARTS**

This Deed may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all of which when taken together shall constitute a single document.

12. **GOVERNING LAW**

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

13. **ENFORCEMENT**

13.1 **Jurisdiction:**

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed (a "**Dispute**").
- (b) The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- (c) This Clause 13 is for the benefit of the Beneficiaries only. As a result, no Beneficiary shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Beneficiaries may take concurrent proceedings in any number of jurisdictions.

14. **FINANCE DOCUMENT**

This Deed is a Finance Document.

**THIS DEED OF ACCESSION AND CHARGE** has been executed by each New Chargor and the Parent as a deed and signed by the Security Agent and it has been delivered and shall take effect on the date stated at the beginning of this document.

**SCHEDULE 1**

**The New Chargors**

| <b>New Chargor</b>                     | <b>Company Number</b> |
|----------------------------------------|-----------------------|
| Acorn Care 1 Limited                   | 07121783              |
| Acorn Care 2 Limited                   | 07121786              |
| Acorn Care 3 Limited                   | 07121805              |
| Acorn Care 4 Limited                   | 07121809              |
| Acorn Care and Education Limited       | 05019430              |
| Fostering Solutions Limited            | 04006225              |
| Heath Farm Limited                     | 02582284              |
| Heath Farm Family Services Limited     | 05470925              |
| Knossington Grange School Limited      | 01313496              |
| Longdon Hall School Limited            | 07443059              |
| Underley Schools Limited               | 03834802              |
| Pathway Care Solutions II Limited      | 05047496              |
| Belmont School Limited                 | 03292207              |
| Hopscotch Solutions Limited            | 03449322              |
| Advance Foster Care Limited            | 04593517              |
| Bramfield House School Limited         | 05527671              |
| The Clarion Agency Limited             | 03323124              |
| Crookhey Hall Limited                  | 02729238              |
| Focus on Fostering Limited             | 04371679              |
| Fostering Solutions (Northern) Limited | 05491569              |
| Happen FosterCare Limited              | 04117111              |
| Happen Holdings Limited                | 05883554              |
| Jafa North-East UK Ltd                 | 04938172              |

|                                          |          |
|------------------------------------------|----------|
| Kids and Carers Limited                  | 04831259 |
| Underley Educational Services            | 03381128 |
| Waterloo Lodge School Ltd                | 03921801 |
| Kestrel House School Limited             | 07442995 |
| Kestrel House London Limited             | 06202086 |
| Acorn Norfolk Limited                    | 07448673 |
| Meadowcroft Residential Schools Limited  | 06050798 |
| Pathway Care Group Limited               | 05552469 |
| Pathway Care (Holdings) Limited          | 04659182 |
| Pathway Care Limited                     | 04792049 |
| Pathway Care (West Wales) Limited        | 04665971 |
| Pathway Care (Midlands) Limited          | 04792028 |
| Pathway Care (Bristol) Limited           | 04792033 |
| Families First (South West) Limited      | 05798137 |
| Pathway Care Solutions Group Limited     | 04214622 |
| Partners in Parenting Limited            | 05958860 |
| Acorn Academies Limited                  | 07490575 |
| Threemilestone Education Limited         | 07490653 |
| Swan Fostering Ltd                       | 04614052 |
| Ascot College Limited                    | 08754705 |
| Pentangle Management and Consultancy Ltd | 03241682 |
| Heath Farm Fostering Agency Limited      | 02634737 |
| Careforward Limited                      | 04627726 |
| Jafa (PIPSS) Ltd                         | 04485244 |
| Pathway Care Solutions Limited           | 04004053 |

**SCHEDULE 2**

**Registered land to be mortgaged**

| <b>Name of<br/>Chargor/Registered<br/>Proprietor</b> | <b>Description of Property</b>                                                                                                 | <b>Title<br/>Number</b>     |
|------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|-----------------------------|
| Acorn Norfolk Limited                                | Eagle House School and Eagle Life College, Banham, Norwich NR16 2HU                                                            | NK329561<br>and<br>NK329653 |
| Threemilestone Education Limited                     | Somar House, Truro Business Park, Threemilestone, Truro TR4 9NH                                                                | CL304967                    |
| Belmont School Limited                               | Cloughfold County Primary School, Peel Street, Cloughfold, Rossendale BB4 7LJ                                                  | LAN99769                    |
| Belmont School Limited                               | Belmont School, Haslingden Road, Rawtenstall BB4 6RX                                                                           | LA777462                    |
| Belmont School Limited                               | North Reddish Junior School, Longford Road and North Reddish Infant School, Lewis Road, Reddish                                | GM937674                    |
| Bramfield House School Limited                       | Bramfield House School, Walpole Road, Bramfield, Suffolk IP19 9AB and Ibstock House, Walpole Road, Bramfield, Suffolk IP19 9AB | SK270789<br>and<br>SK249980 |
| Crookhey Hall Limited                                | Crookhey Hall Special School, Garstang Road, Cockerham LA2 0HA                                                                 | LA707324                    |
| Crookhey Hall Limited                                | Oakfield House School, Oakfield, Station Road, Salwick, Preston PR4 0YH                                                        | LA825294                    |
| Hopscotch Solutions Limited                          | The Shires School, Shires Lane, Stretton, Oakham LE15 7GT                                                                      | LT179093                    |
|                                                      | Stone House Lodge, Shires Lane, Stretton, Oakham LE15 7GT                                                                      | LT321083                    |
|                                                      | Land on the west side of Stonehouse Lodge, Great North Road, Stretton, LE15 7QT                                                | LT328268                    |

| Name of<br>Chargor/Registered<br>Proprietor | Description of Property                                                                                                                                                                                                    | Title<br>Number                                  |
|---------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------|
|                                             | Land lying to the east of Great North Road, Stretton, Oakham<br><br>North and west sides of Shires Cottage, Great North Road, Stretton, LE15 7QT<br><br>Land and buildings lying to the east of Great North Road, Stretton | LT426358<br><br>LT334669<br>and<br><br>LT248449  |
| Hopscotch Solutions Limited                 | The Hayne, Uppingham Road, Oakham LE15 6JB                                                                                                                                                                                 | LT276768                                         |
| Kestrel House School Limited                | Kestrel House School, 104 Crouch Hill, London N8 9EA                                                                                                                                                                       | AGL177303                                        |
| Knossington Grange School Limited           | 35 Somerby Road, Knossington LE15 8LY                                                                                                                                                                                      | LT189099                                         |
| Knossington Grange School Limited           | The Grange and land lying to the south west of Somerby Road, Knossington LE15 8LY                                                                                                                                          | LT265766                                         |
| Knossington Grange School Limited           | Land lying to the south of The Grange, Somerby Road, Knossington                                                                                                                                                           | LT372094                                         |
| Knossington Grange School Limited           | Land lying to the south of Somerby Road, Knossington LE15 8LY                                                                                                                                                              | LT190015                                         |
| Knossington Grange School Limited           | 26 Somerby Road, Knossington LE15 8LY                                                                                                                                                                                      | LT372098                                         |
| Longdon Hall School Limited                 | Longdon Hall School, Longdon, Rugeley WS15 4PT<br><br>Land adjoining Longdon Hall School, Longdon, Rugeley WS15 4PT<br><br>Land lying to the south east of Longdon Hall, Longdon, Rugeley                                  | SF478576,<br><br>SF150958<br>and<br><br>SF604942 |
| Longdon Hall School Limited                 | Park Hill, Egginton DE65 6GU<br><br>Land lying to the north of Hilton                                                                                                                                                      | DY343539<br>and<br>DY489964                      |



| Name of<br>Chargor/Registered<br>Proprietor                                                                  | Description of Property                                                                     | Title<br>Number |
|--------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------|-----------------|
|                                                                                                              | Road, Egginton                                                                              |                 |
| Meadowcroft Residential<br>Schools Limited                                                                   | 24 Bar Lane, Wakefield WF1 4AD                                                              | WYK676350       |
| Underley Educational<br>Services                                                                             | Underley Hall School, Kirkby<br>Lonsdale, Carnforth LA6 2HE                                 | CU90902         |
| Underley Educational<br>Services                                                                             | Land at High Cunsey, Cunsey                                                                 | CU61286         |
| Waterloo Lodge School Ltd                                                                                    | 173 Preston Road, Chorley PR6<br>7AX                                                        | LA508368        |
| Knossington Grange School<br>Limited                                                                         | 11 Somerby Road, Knossington,<br>Oakham LE15 8LY                                            | LT179622        |
| Knossington Grange School<br>Limited                                                                         | The Lodge, 19 Somerby Road,<br>Knossington, Oakham LE15 8LY                                 | LT314232        |
| Underley Schools Limited                                                                                     | Fairfield, Park Road, Grange-Over-<br>Sands LA11 7HQ                                        | CU200432        |
| Pathway Care Solutions II<br>Limited                                                                         | 4 Reservoir Road, Sheffield, S10<br>1EY                                                     | SYK285803       |
| Pathway Care Solutions<br>Group Limited (formerly<br>known as Acorn Care<br>Residential Services<br>Limited) | Fern Drive House, Brereton Hill<br>Lane, Rugeley WS15 1PY                                   | SF442688        |
| Hopscotch Solutions Limited                                                                                  | 1 Stowe Court, Stocken Hall Road,<br>Stretton, Oakham carport and<br>parking space LE15 7RN | LT345802        |
| Hopscotch Solutions Limited                                                                                  | Millfield, 13 Back Lane, Colsterworth<br>NG33 5NJ                                           | LL184761        |
| Pathway Care Solutions<br>Group Limited (formerly<br>known as Acorn Care<br>Residential Services<br>Limited) | South View Farm House, South View<br>Business Park, Tinwell Road,<br>Stamford, PE9 2JL      | LL326129        |
| Underley Educational<br>Services                                                                             | Parking Space and Websters Yard,<br>Kendal                                                  | CU76317         |

| Name of<br>Chargor/Registered<br>Proprietor | Description of Property                                | Title<br>Number |
|---------------------------------------------|--------------------------------------------------------|-----------------|
| Pathway Care Solutions II<br>Limited        | Little Acre, Melton Road, Hickling<br>Pasture LE14 3QG | NT259041        |

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

None at the date of this Deed.

The address for service of the Security Agent in the case of registered land is Sumitomo Mitsui Banking Corporation Europe Limited, 99 Queen Victoria Street, London EC4V 4EH, marked for the attention of Veronica Irlam.

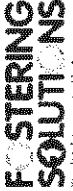
**SCHEDULE 3**  
**Specified Intellectual Property**

**Trademarks**

| Trademark                                                                            | Registration No. | Application No. | Country | Status     | Owner                              | Registration Date | Renewal Date |
|--------------------------------------------------------------------------------------|------------------|-----------------|---------|------------|------------------------------------|-------------------|--------------|
| PATHWAY CARE                                                                         | 2483945          | 2483945         | UK      | Registered | Pathway Care Limited               | 07/11/2008        | 03/04/2018   |
| ACORN BETTER DAYS, BETTER LIVES                                                      | 3157244          | 3157244         | UK      | Pending    | Acorn Care and Education Limited   | N/A               | N/A          |
| HEATH FARM                                                                           | 3157249          | 3157249         | UK      | Registered | Heath Farm Family Services Limited | 19/08/2016        | 30/03/2026   |
|  | 3157247          | 3157247         | UK      | Registered | Fostering Solutions Limited        | 19/08/2016        | 30/03/2026   |

| Trademark                                                                             | Registration No. | Application No. | Country | Status     | Owner                              | Registration Date | Renewal Date |
|---------------------------------------------------------------------------------------|------------------|-----------------|---------|------------|------------------------------------|-------------------|--------------|
|    |                  |                 |         |            |                                    |                   |              |
|    | 3157251          | 3157251         | UK      | Registered | Heath Farm Family Services Limited | 19/08/2016        | 30/03/2026   |
|    |                  |                 |         |            |                                    |                   |              |
|  | 3157245          | 3157245         | UK      | Registered | Acorn Care and Education Limited   | 19/08/2016        | 30/03/2026   |
| ACORN                                                                                 | 3158343          | 3158343         | UK      | Registered | Acorn Care and Education           | 08/07/2016        | 06/04/2016   |
| ACORN                                                                                 |                  |                 |         |            |                                    |                   |              |

WJD

| Trademark                                                                                                                                                                                                                                                                                                      | Registration No. | Application No. | Country | Status     | Owner                       | Registration Date | Renewal Date |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|-----------------|---------|------------|-----------------------------|-------------------|--------------|
| <br>                                                                                                                                     |                  |                 |         |            | Limited                     |                   |              |
| <br>Fostering Solutions<br><br>Fostering Solutions                                                                                       | 3158344          | 3158344         | UK      | Registered | Fostering Solutions Limited | 19/08/2016        | 06/04/2026   |
| <br>FOSTERING SOLUTIONS<br>your local independent fostering agency<br><br>FOSTERING SOLUTIONS<br>your local independent fostering agency | 2539560          | 2539560         | UK      | Registered | Fostering Solutions Limited | 25/06/2010        | 18/02/2020   |

Domain Names

| Domain                             | Registrant                       | Renewal Date |
|------------------------------------|----------------------------------|--------------|
| www.swanfostering.co.uk            | Swan Fostering Ltd               | 21/05/2017   |
| www.longdonparkschool.co.uk        | Acorn Care and Education Limited | 10/06/2018   |
| www.meadowcroftschool.com          | Acorn Care and Education Limited | 12/08/2018   |
| www.bramfieldhouse.co.uk           | Acorn Care and Education Limited | 19/08/2018   |
| www.belmont-school.co.uk           | Belmont School Limited           | 21/09/2018   |
| www.underleygarden.org             | Acorn Care and Education Limited | 07/11/2016   |
| www.longdonhallschool.co.uk        | Acorn Care and Education Limited | 01/12/2016   |
| www.stonelodgeacademy.com          | Acorn Care and Education Limited | 04/12/2016   |
| www.acornacademycornwall.org.uk    | Acorn Care and Education Limited | 12/02/2017   |
| www.theshires.org.uk               | Hopscotch Solutions Limited      | 23/02/2017   |
| www.reddishhallschool.co.uk        | Acorn Care and Education Limited | 05/03/2017   |
| www.pathwaycare.com                | Pathway Care Limited             | 22/03/2017   |
| www.acornparkschool.co.uk          | Acorn Care and Education Limited | 16/05/2017   |
| www.heathfarm.org                  | Fostering Solutions Limited      | 16/05/2017   |
| www.acorncare.co.uk                | Acorn Care and Education Limited | 10/08/2017   |
| www.kestrelhouseschool.co.uk       | Kestrel House London Limited     | 27/09/2017   |
| www.oakfieldhouseschool.co.uk      | Acorn Care and Education Limited | 04/10/2017   |
| www.pathwaycareresidential.co.uk   | Acorn Care and Education Limited | 24/11/2017   |
| www.theangetherapeuticschool.co.uk | Acorn Care and Education Limited | 09/12/2017   |
| www.waterloolodgeschool.co.uk      | Acorn Care and Education Limited | 09/12/2017   |
| www.oaktreeschoolcornwall.co.uk    | Acorn Care and Education Limited | 20/12/2017   |
| www.fosteringsolutions.com         | Fostering Solutions Limited      | 12/01/2018   |

| Domain                      | Registrant                       | Renewal Date |
|-----------------------------|----------------------------------|--------------|
| www.crookheyhalschool.co.uk | Acorn Care and Education Limited | 26/03/2018   |
| www.heathfarmschool.org     | Fostering Solutions Limited      | 04/11/2018   |

**SCHEDULE 4****Notice Details**

| <b>Company</b>                     | <b>Address</b>                                  | <b>Attention</b> |
|------------------------------------|-------------------------------------------------|------------------|
| Acorn Care 1 Limited               | 1 Merchants Place, River Street, Bolton BL2 1BX | Jean-Luc Janet   |
| Acorn Care 2 Limited               | 1 Merchants Place, River Street, Bolton BL2 1BX | Jean-Luc Janet   |
| Acorn Care 3 Limited               | 1 Merchants Place, River Street, Bolton BL2 1BX | Jean-Luc Janet   |
| Acorn Care 4 Limited               | 1 Merchants Place, River Street, Bolton BL2 1BX | Jean-Luc Janet   |
| Acorn Care and Education Limited   | 1 Merchants Place, River Street, Bolton BL2 1BX | Jean-Luc Janet   |
| Fostering Solutions Limited        | 1 Merchants Place, River Street, Bolton BL2 1BX | Jean-Luc Janet   |
| Heath Farm Limited                 | 1 Merchants Place, River Street, Bolton BL2 1BX | Jean-Luc Janet   |
| Heath Farm Family Services Limited | 1 Merchants Place, River Street, Bolton BL2 1BX | Jean-Luc Janet   |
| Knossington Grange School Limited  | 1 Merchants Place, River Street, Bolton BL2 1BX | Jean-Luc Janet   |
| Longdon Hall School Limited        | 1 Merchants Place, River Street, Bolton BL2 1BX | Jean-Luc Janet   |
| Underley Schools Limited           | 1 Merchants Place, River Street, Bolton BL2 1BX | Jean-Luc Janet   |
| Pathway Care Solutions II Limited  | 1 Merchants Place, River Street, Bolton BL2 1BX | Jean-Luc Janet   |
| Belmont School Limited             | 1 Merchants Place, River Street, Bolton BL2 1BX | Jean-Luc Janet   |
| Hopscotch Solutions Limited        | 1 Merchants Place, River Street, Bolton BL2 1BX | Jean-Luc Janet   |
| Advance Foster Care Limited        | 1 Merchants Place, River Street, Bolton BL2 1BX | Jean-Luc Janet   |
| Bramfield House School Limited     | 1 Merchants Place, River Street, Bolton BL2 1BX | Jean-Luc Janet   |
| The Clarion Agency Limited         | 1 Merchants Place, River Street, Bolton BL2 1BX | Jean-Luc Janet   |
| Crookhey Hall Limited              | 1 Merchants Place, River Street, Bolton BL2 1BX | Jean-Luc Janet   |
| Focus on Fostering Limited         | 1 Merchants Place, River Street, Bolton BL2 1BX | Jean-Luc Janet   |
| Fostering Solutions                | 1 Merchants Place, River Street, Bolton BL2 1BX | Jean-Luc Janet   |



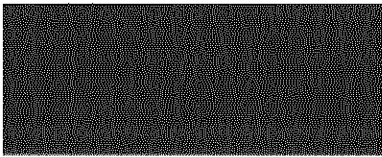
|                                         |                                                 |                |
|-----------------------------------------|-------------------------------------------------|----------------|
| (Northern) Limited                      |                                                 |                |
| Happen Fostercare Limited               | 1 Merchants Place, River Street, Bolton BL2 1BX | Jean-Luc Janet |
| Happen Holdings Limited                 | 1 Merchants Place, River Street, Bolton BL2 1BX | Jean-Luc Janet |
| Jafa North-East UK Ltd                  | 1 Merchants Place, River Street, Bolton BL2 1BX | Jean-Luc Janet |
| Kids and Carers Limited                 | 1 Merchants Place, River Street, Bolton BL2 1BX | Jean-Luc Janet |
| Underley Educational Services           | 1 Merchants Place, River Street, Bolton BL2 1BX | Jean-Luc Janet |
| Waterloo Lodge School Ltd               | 1 Merchants Place, River Street, Bolton BL2 1BX | Jean-Luc Janet |
| Kestrel House School Limited            | 1 Merchants Place, River Street, Bolton BL2 1BX | Jean-Luc Janet |
| Kestrel House London Limited            | 1 Merchants Place, River Street, Bolton BL2 1BX | Jean-Luc Janet |
| Acorn Norfolk Limited                   | 1 Merchants Place, River Street, Bolton BL2 1BX | Jean-Luc Janet |
| Meadowcroft Residential Schools Limited | 1 Merchants Place, River Street, Bolton BL2 1BX | Jean-Luc Janet |
| Pathway Care Group Limited              | 1 Merchants Place, River Street, Bolton BL2 1BX | Jean-Luc Janet |
| Pathway Care (Holdings) Limited         | 1 Merchants Place, River Street, Bolton BL2 1BX | Jean-Luc Janet |
| Pathway Care Limited                    | 1 Merchants Place, River Street, Bolton BL2 1BX | Jean-Luc Janet |
| Pathway Care (West Wales) Limited       | 1 Merchants Place, River Street, Bolton BL2 1BX | Jean-Luc Janet |
| Pathway Care (Midlands) Limited         | 1 Merchants Place, River Street, Bolton BL2 1BX | Jean-Luc Janet |
| Pathway Care (Bristol) Limited          | 1 Merchants Place, River Street, Bolton BL2 1BX | Jean-Luc Janet |
| Families First (South West) Limited     | 1 Merchants Place, River Street, Bolton BL2 1BX | Jean-Luc Janet |
| Pathway Care Solutions Group Limited    | 1 Merchants Place, River Street, Bolton BL2 1BX | Jean-Luc Janet |
| Partners in Parenting Limited           | 1 Merchants Place, River Street, Bolton BL2 1BX | Jean-Luc Janet |

|                                          |                                                 |                |
|------------------------------------------|-------------------------------------------------|----------------|
| Acorn Academies Limited                  | 1 Merchants Place, River Street, Bolton BL2 1BX | Jean-Luc Janet |
| Threemilestone Education Limited         | 1 Merchants Place, River Street, Bolton BL2 1BX | Jean-Luc Janet |
| Swan Fostering Ltd                       | 1 Merchants Place, River Street, Bolton BL2 1BX | Jean-Luc Janet |
| Ascot College Limited                    | 1 Merchants Place, River Street, Bolton BL2 1BX | Jean-Luc Janet |
| Pentangle Management and Consultancy Ltd | 1 Merchants Place, River Street, Bolton BL2 1BX | Jean-Luc Janet |
| Heath Farm Fostering Agency Limited      | 1 Merchants Place, River Street, Bolton BL2 1BX | Jean-Luc Janet |
| Careforward Limited                      | 1 Merchants Place, River Street, Bolton BL2 1BX | Jean-Luc Janet |
| Jafa (PIPSS) Ltd                         | 1 Merchants Place, River Street, Bolton BL2 1BX | Jean-Luc Janet |
| Pathway Care Solutions Limited           | 1 Merchants Place, River Street, Bolton BL2 1BX | Jean-Luc Janet |

EXECUTION PAGES

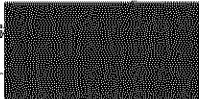
THE NEW CHARGORS

Executed as a  
Deed by **Acorn Care 1 Limited**  
(pursuant to a resolution of its Board  
of Directors) acting by:

)   
)  
)  
) Director

in the presence of:

Signature of witness



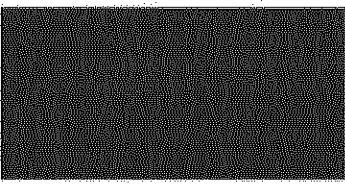
Name of witness:

CARRY CHEN

Address of witness:

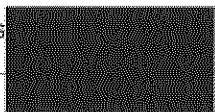
Dickson Minto W.S.  
Broadgate Tower  
20 Primrose Street  
London EC2A 2EW

Executed as a  
Deed by **Acorn Care 2 Limited**  
(pursuant to a resolution of its Board  
of Directors) acting by:

)   
)  
)  
) Director

in the presence of:

Signature of witness



Name of witness:

CARRY CHEN

Address of witness:

Dickson Minto W.S.  
Broadgate Tower  
20 Primrose Street  
London EC2A 2EW

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

)  
)  
)  
) Director

in the presence of:

Signature of witness:

Name of witness:

*CARRY CHEN*

Address of witness:

Dickson Minto W.S.  
Broadgate Tower  
20 Primrose Street  
London EC2A 2EW

Executed as a  
Deed by **Acorn Care 4 Limited**  
(pursuant to a resolution of its Board  
of Directors) acting by:

)  
)  
)  
) Director

in the presence of:

Signature of witness:

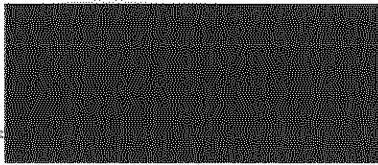
Name of witness:

*CARRY CHEN*

Address of witness:

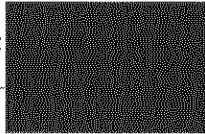
Dickson Minto W.S.  
Broadgate Tower  
20 Primrose Street  
London EC2A 2EW

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

)   
)  
) Director

in the presence of:

Signature of witness:



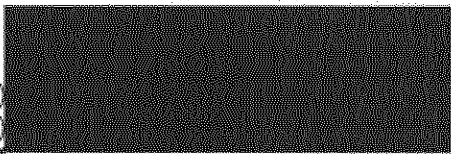
Name of witness:

*CARRY CHEN*

Address of witness:

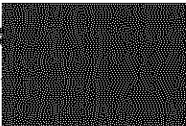
Dickson Minto W.S.  
Broadgate Tower  
20 Primrose Street  
London EC2A 2EW

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

)   
)  
) Director

in the presence of:

Signature of witness:



Name of witness:

*CARRY CHEN*

Address of witness:

Dickson Minto W.S.  
Broadgate Tower  
20 Primrose Street  
London EC2A 2EW

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

)  
)  
)  
)  
) Director

in the presence of:

Signature of witness:

Name of witness:

Address of witness:

Dickson Minto W.S.  
Broadgate Tower  
20 Primrose Street  
London EC2A 2EW

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

)  
)  
)  
)  
) Director

in the presence of:

Signature of witness:

Name of witness:

Address of witness:

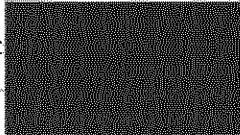
Dickson Minto W.S.  
Broadgate Tower  
20 Primrose Street  
London EC2A 2EW

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

)  
)  
)  
)  
) Director

in the presence of:

Signature of witness:



Name of witness:

*CARRY CHEN*

Address of witness:

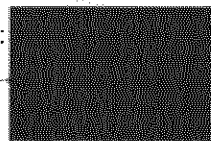
Dickson Minto W.S.  
Broadgate Tower  
20 Primrose Street  
London EC2A 2EW

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

)  
)  
)  
)  
) Director

in the presence of:

Signature of witness:



Name of witness:

*CARRY CHEN*

Address of witness:

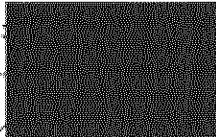
Dickson Minto W.S.  
Broadgate Tower  
20 Primrose Street  
London EC2A 2EW

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

)  
)  
)  
)  
) Director

in the presence of:

Signature of witness:



Name of witness:

CARRY CHEN

Address of witness:

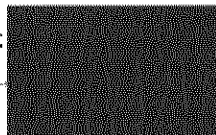
Dickson Minto W.S.  
Broadgate Tower  
20 Primrose Street  
London EC2A 2EW

Executed as a  
Deed by **Pathway Care Solutions II Limited**  
(pursuant to a resolution of its Board  
of Directors) acting by:

)  
)  
)  
) Director

in the presence of:

Signature of witness:



Name of witness:

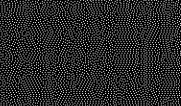
CARRY CHEN

Address of witness:

Dickson Minto W.S.  
Broadgate Tower  
20 Primrose Street  
London EC2A 2EW



Director



CARRY HEN

Dickson Minto W.S.  
Broadgate Tower  
20 Primrose Street  
London EC2A 2EW

1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 2679, 26

Director



Cheryl Gibson

Dickson Minto W.S.  
Broadgate Tower  
20 Primrose Street  
London EC2A 2EW

Director



Name of witness:

CARRY MEN

Dickson Minto W.S.  
Broadgate Tower  
~~20 Primrose Street~~  
London EC2A 2EW



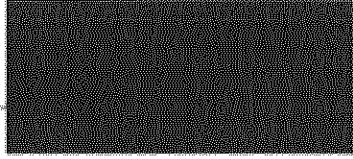
Director

Name of witness:

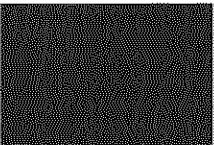
CARRY CHEN

Dickson Minto W.S.  
Broadgate Tower  
20 Primrose Street  
London EC2A 2EW

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

)   
)  
)  
) Director

in the presence of:

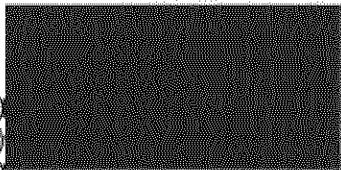
Signature of witness: 

Name of witness: CARRY CHEN

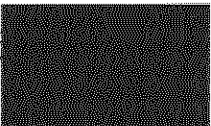
Address of witness: \_\_\_\_\_

Dickson Minto W.S.  
Broadgate Tower  
~~20 Primrose Street~~  
London EC2A 2EW

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

)   
)  
)  
) Director

in the presence of:

Signature of witness: 

Name of witness: CARRY CHEN

Address of witness: \_\_\_\_\_

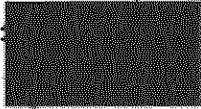
Dickson Minto W.S.  
Broadgate Tower  
~~20 Primrose Street~~  
London EC2A 2EW

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

)  
)  
)  
) Director

in the presence of:

Signature of witness:



Name of witness:

CARRY CHEN

Address of witness:

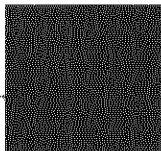
Dickson Minto W.S.  
Broadgate Tower  
20 Primrose Street  
London EC2A 2EW

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

)  
)  
)  
) Director

in the presence of:

Signature of witness:



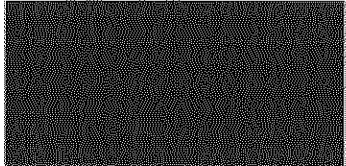
Name of witness:

CARRY CHEN

Address of witness:

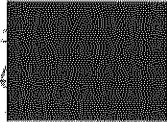
Dickson Minto W.S.  
Broadgate Tower  
20 Primrose Street  
London EC2A 2EW

Executed as a  
Deed by **Happen Fostercare Limited**  
(pursuant to a resolution of its Board  
of Directors) acting by:

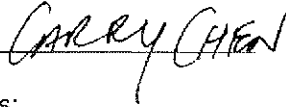
)   
)  
)  
) Director

in the presence of:

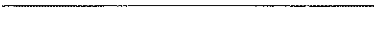
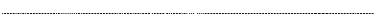
Signature of witness:



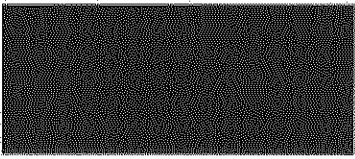
Name of witness:



Address of witness:

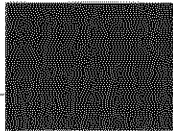
  
Dickson Minto W.S.  
Broadgate Tower  
20 Primrose Street  
London EC2A 2EW  


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

)   
)  
)  
) Director

in the presence of:

Signature of witness:



Name of witness:



Address of witness:

  
Dickson Minto W.S.  
Broadgate Tower  
20 Primrose Street  
London EC2A 2EW  


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

)  
)  
)  
) Director

in the presence of:

Signature of witness:

Name of witness:

Address of witness:

Dickson Minto W.S.  
Broadgate Tower  
20 Primrose Street  
London EC2A 2EW

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

)  
)  
)  
) Director

in the presence of:

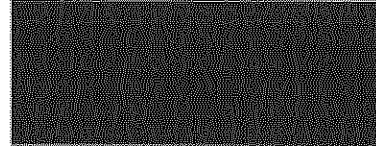
Signature of witness:

Name of witness:

Address of witness:

Dickson Minto W.S.  
Broadgate Tower  
20 Primrose Street  
London EC2A 2EW

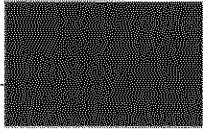
Executed as a  
Deed by **Underley Educational Services**  
(pursuant to a resolution of its Board  
of Directors) acting by:



Director

in the presence of:

Signature of witness:



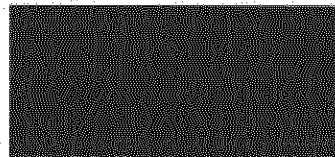
Name of witness:

*CARRY CHEN*

Address of witness:

Dickson Minto W.S.  
Broadgate Tower  
20 Primrose Street  
London EC2A 2EW

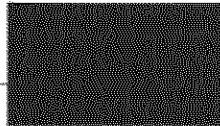
Executed as a  
Deed by **Waterloo Lodge School Ltd**  
(pursuant to a resolution of its Board  
of Directors) acting by:



Director

in the presence of:

Signature of witness:



Name of witness:

*CARRY CHEN*

Address of witness:

Dickson Minto W.S.  
Broadgate Tower  
20 Primrose Street  
London EC2A 2EW

Director

Signature of witness:

SS:

Livingston

Dickson Minto W.S.  
Broadgate Tower  
~~20 Primrose Street~~  
London EC2A 2EW

1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 2679, 2680, 26

Director

Signature of witness:



CARRY CHEN

Dickson Minto W.S.  
Broadgate Tower  
20 Primrose Street  
London EC2A 2EW



Director

CARRY CHEN

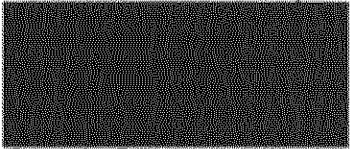


Director



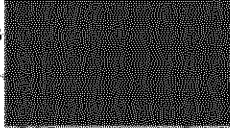
CARLY CHEN

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

)  
)  
)  
)   
Director

in the presence of:

Signature of witness



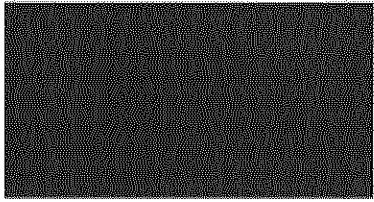
Name of witness:

CARRY CHEN

Address of witness:

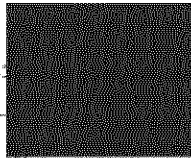
Dickson Minto W.S.  
Broadgate Tower  
20 Primrose Street  
London EC2A 2EW

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

)  
)  
)  
)   
Director

in the presence of:

Signature of witness



Name of witness:

CARRY CHEN

Address of witness:

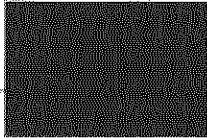
Dickson Minto W.S.  
Broadgate Tower  
20 Primrose Street  
London EC2A 2EW

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

)  
)  
)  
)  
)  
Director

in the presence of:

Signature of witness:



Name of witness:

CARRY CHEN

Address of witness:

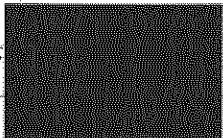
Dickson Minto W.S.  
Broadgate Tower  
20 Primrose Street  
London EC2A 2EW

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

)  
)  
)  
)  
)  
Director

in the presence of:

Signature of witness:



Name of witness:

CARRY CHEN

Address of witness:

Dickson Minto W.S.  
Broadgate Tower  
20 Primrose Street  
London EC2A 2EW

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

)  
)  
)  
) Director

in the presence of:

Signature of witness:

Name of witness:

*CARRY CHEN*

Address of witness:

Dickson Minto W.S.  
Broadgate Tower  
~~20 Primrose Street~~  
London EC2A 2EW

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

)  
)  
)  
) Director

in the presence of:

Signature of witness:

Name of witness:

*CARRY CHEN*

Address of witness:

Dickson Minto W.S.  
Broadgate Tower  
20 Primrose Street  
London EC2A 2EW

Executed as a  
Deed by **Families First (South West)  
Limited**

(pursuant to a resolution of its Board  
of Directors) acting by:

)

)

)

Director

in the presence of:

Signature of witness:

Name of witness:

*CARRY CHEN*

Address of witness:

Dickson Minto W.S.  
Broadgate Tower  
20 Primrose Street  
London EC2A 2EW

Executed as a  
Deed by **Pathway Care Solutions Group  
Limited**

(pursuant to a resolution of its Board  
of Directors) acting by:

)

)

)

Director

in the presence of:

Signature of witness:

Name of witness:

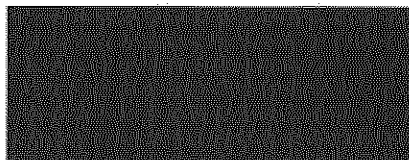
*CARRY CHEN*

Address of witness:

Dickson Minto W.S.  
Broadgate Tower  
20 Primrose Street  
London EC2A 2EW

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

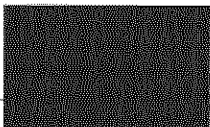
)  
)  
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)



Director

in the presence of:

Signature of witness



Name of witness:

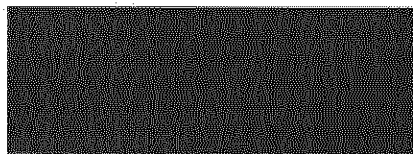
*CARRY CHEN*

Address of witness:

Dickson Minto W.S.  
Broadgate Tower  
20 Primrose Street  
London EC2A 2EW

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

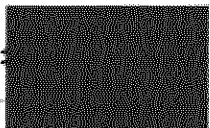
)  
)  
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)



Director

in the presence of:

Signature of witness



Name of witness:

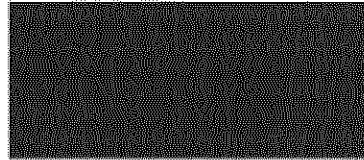
*CARRY CHEN*

Address of witness:

Dickson Minto W.S.  
Broadgate Tower  
20 Primrose Street  
London EC2A 2EW

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

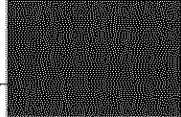
)  
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)



Director

in the presence of:

Signature of witness:



Name of witness:

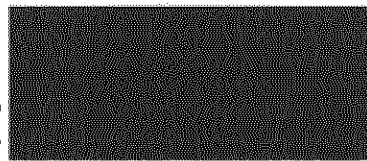
CARRY CHEN

Address of witness:

Dickson Minto W.S.  
Broadgate Tower  
20 Primrose Street  
London EC2A 2EW

Executed as a  
Deed by **Swan Fostering Ltd**  
(pursuant to a resolution of its Board  
of Directors) acting by:

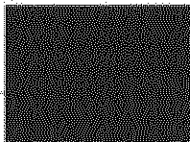
)  
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)  
)



Director

in the presence of:

Signature of witness:



Name of witness:

CARRY CHEN

Address of witness:

Dickson Minto W.S.  
Broadgate Tower  
20 Primrose Street  
London EC2A 2EW

Director

Ally (ME)

Ally (ME)

Dickson Minto W.S  
Broadgate Tower  
20 Primrose Street  
London EC2A 2EW



Director

of witness: CARLEY CHEN

CARLEY CHEN

Dickson Minto W.S.  
Broadgate Tower  
20 Primrose Street  
London EC2A 2EW

Dickson Minto W.S.  
Broadgate Tower  
20 Primrose Street  
London EC2A 2EW



Executed as a  
Deed by **Heath Farm Fostering Agency  
Limited**

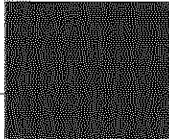
(pursuant to a resolution of its Board  
of Directors) acting by:

)  
)  
)  
)

Director

in the presence of:

Signature of witness:



Name of witness:

*CARRY CHEN*

Address of witness:

Dickson Minto W.S.  
Broadgate Tower  
~~20 Primrose Street~~  
London EC2A 2EW

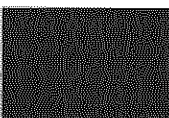
Executed as a  
Deed by **Careforward Limited**  
(pursuant to a resolution of its Board  
of Directors) acting by:

)  
)  
)  
)

Director

in the presence of:

Signature of witness:



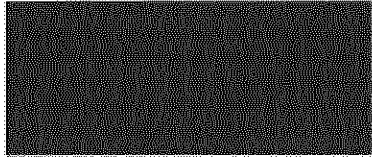
Name of witness:

*CARRY CHEN*

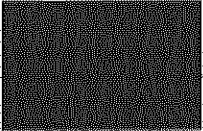
Address of witness:

Dickson Minto W.S.  
Broadgate Tower  
~~20 Primrose Street~~  
London EC2A 2EW

Executed as a  
Deed by **Jafa (PIPSS) Ltd**  
(pursuant to a resolution of its Board  
of Directors) acting by:

)   
)  
)  
) Director

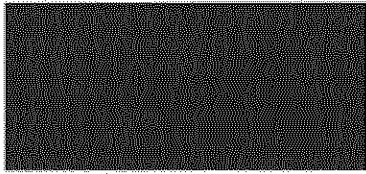
in the presence of:

Signature of witness: 

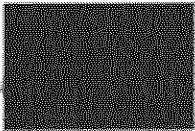
Name of witness: CARRY CHEN

Address of witness:  
\_\_\_\_\_  
Dickson Minto W.S.  
Broadgate Tower  
20 Primrose Street  
London EC2A 2EW  
\_\_\_\_\_

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

)   
)  
)  
) Director

in the presence of:

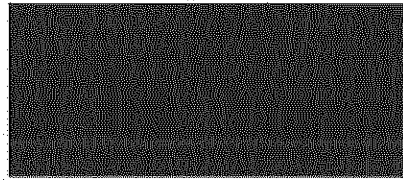
Signature of witness: 

Name of witness: CARRY CHEN

Address of witness:  
\_\_\_\_\_  
Dickson Minto W.S.  
Broadgate Tower  
20 Primrose Street  
London EC2A 2EW  
\_\_\_\_\_

**THE PARENT**

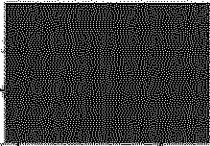
Executed as a  
Deed by **SSCP Spring MidCo 2 Limited**  
(pursuant to a resolution of its Board  
of Directors) acting by:



)  
)  
)  
)  
Director

in the presence of:

Signature of witness:



Name of witness:

*ARLEY (H&A)*

Address of witness:

\_\_\_\_\_  
Dickson Minto W.S.  
Broadgate Tower  
20 Primrose Street  
London EC2A 2EW  
\_\_\_\_\_

**THE SECURITY AGENT**

Signed by )  
for and on behalf of )  
**Sumitomo Mitsui Banking Corporation** )  
**Europe Limited** )

Authorised Signatory

**THE PARENT**

Executed as a

Deed by **SSCP Spring MidCo 2 Limited**

(pursuant to a resolution of its Board

of Directors) acting by:

)  
)  
)  
)

Director

in the presence of:

Signature of witness:

\_\_\_\_\_

Name of witness:

\_\_\_\_\_

Address of witness:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**THE SECURITY AGENT**

Signed by

for and on behalf of

**Sumitomo Mitsui Banking Corporation**

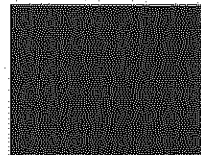
**Europe Limited**

)  
)  
)  
)



**JOYCE HORNE**  
**AUTHORISED SIGNATORY**

Authorised Signatory



**Masaki Ikegami**  
**Manager**