



Registration of a Charge

Company name: **COMPASS FOSTERING SOUTH LIMITED**

Company number: **08374139**



X6KMM1E3

Received for Electronic Filing: **05/12/2017**

Details of Charge

Date of creation: **01/12/2017**

Charge code: **0837 4139 0003**

Persons entitled: **NATIONAL WESTMINSTER BANK PLC AS SECURITY AGENT FOR THE FINANCE PARTIES (SECURITY AGENT)**

Brief description: **NOT APPLICABLE**

Contains fixed charge(s).

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

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

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

Certified by:

ADDLESHAW GODDARD LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8374139

Charge code: 0837 4139 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st December 2017 and created by COMPASS FOSTERING SOUTH LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th December 2017 .

Given at Companies House, Cardiff on 7th December 2017

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

SECURITY DEED OF ACCESSION

This Deed is made on

1 December

2017

Between

- (1) Oracle Midco 2 Limited (registered in England and Wales with company number 11056238) (Parent);
- (2) Each company listed in Schedule 1 (each, an Acceding Chargor); and
- (3) National Westminster Bank Plc as security agent for the Finance Parties (Security Agent).

Whereas

- (A) This Deed is supplemental to a debenture dated 1 December 2017 between, inter alia, the Parent, the Chargors and the Security Agent (Debenture).
- (B) Each Acceding Chargor has also entered into an Accession Deed to the Facilities Agreement on or about the date of this Security Deed of Accession and by doing so appoints the Parent as its agent on the terms set out in the Accession Deed.

It is agreed

1. Definitions and Interpretation

1.1. Definitions

- (a) Save to the extent otherwise defined in this Deed, terms defined in the Debenture have the same meaning when used in this Deed.
- (b) In this Deed, **Subsidiary Shares** means all shares present and future held by each Acceding Chargor in its Subsidiaries (other than any Subsidiary incorporated in a jurisdiction other than England and Wales to the Acceding Chargor) including those listed in schedule 3 (Subsidiary Shares) to this Deed.

1.2. Interpretation

Clauses 1.2 (Interpretation), 1.3 (Third party rights), 1.4 (Administration) and 1.5 (Incorporated terms) of the Debenture are incorporated in this Deed as if they were set out in full in this Deed, but so that references in those clauses to **this Deed** shall be construed as references to this Security Deed of Accession.

2. Accession of Acceding Chargors

2.1. Accession

The Acceding Chargors agree to be Chargors for the purposes of the Debenture with immediate effect and agree to be bound by all of the terms of the Debenture as if they had originally been party to it.

2.2. Covenant to pay

The Acceding Chargors covenant with the Security Agent as security agent for the Finance Parties that they will pay and discharge the Secured Obligations when they become due for payment and discharge in accordance with the terms of the Finance Documents.

2.3. Charging provisions

All security created by a Chargor under clauses 2.4 to 2.7 inclusive is:

- (a) a continuing security for the payment and discharge of the Secured Obligations;
- (b) granted with full title guarantee (with all covenants implied herein pursuant to the Law of Property (Miscellaneous Provisions) Act 1994 being subject to and qualified by reference to the Legal Reservations and any Permitted Security);
- (c) granted in respect of all the right, title and interest (if any), present and future of the Acceding Chargors in and to the relevant Secured Asset; and
- (d) in favour of the Security Agent as security agent for the Finance Parties.

2.4. First Legal mortgages

The Acceding Chargors charge by way of first legal mortgage the properties described in schedule 2 (Properties) to this Deed and, in each case, all Premises and Fixtures on such property for the time being.

2.5. Assignments

- (a) Subject to a proviso for re-assignment on redemption and to obtaining any necessary consent to that assignment from any third party, each Acceding Chargor assigns:
 - (i) the agreements described in schedule 4 (Relevant Agreements) to this Deed; and
 - (ii) its Relevant Policies.
- (b) The Acceding Chargors shall remain liable to perform all its obligations under the Relevant Agreements, and the Relevant Policies.
- (c) Notwithstanding the other terms of this clause 2.5, prior to the occurrence of a Declared Default which is continuing, the Acceding Chargors shall (in their sole discretion), subject to the other terms of the Finance Documents, continue to exercise all and any of their rights, remedies, discretions or judgements (including the giving of any waivers or consent) under and in connection with the Relevant Agreement and be entitled to all proceeds and claims arising therefrom.

2.6. First Fixed charges

Each Acceding Chargor charges by way of first fixed charge (subject in each case to obtaining any necessary consent to such fixed charge from any third party):

- (a) all other interests and estate in any freehold, leasehold or commonhold property other than Excluded Leasehold Property;
- (b) the proceeds of sale of its Secured Property and all licences to enter on or use any Secured Property;
- (c) the benefit of all other agreements, instruments and rights relating to its Secured Property;
- (d) all plant, machinery, vehicles, computers, office and other equipment, all furniture, furnishings, equipment and tools and any removals or replacement of them, (together **Chattels**) present and future and the benefit of all contracts, licences, warranties, maintenance contracts relating to them and any renewals and replacements of them;
- (e) the Subsidiary Shares together with all Related Rights;
- (f) the Investments together with all Related Rights;
- (g) all book and other debts due to the Acceding Chargors and their proceeds (both collected and uncollected) (together **Debts**) and all rights, guarantees, security or other collateral in respect of the Debts or any of them) and the benefit of any judgment or order to pay a sum of money and all rights to enforce the Debts (or any of them);
- (h) all monies from time to time standing to the credit of each Blocked Account;
- (i) all monies from time to time standing to the credit of each account held by the Acceding Chargors with any bank, building society, financial institution or other person other than any Blocked Account (each an **Account**);
- (j) all its Intellectual Property to the extent it is capable of being charged;
- (k) all its goodwill and uncalled capital;
- (l) the benefit of all Authorisations held or utilised by it in connection with its business or the use of any of its assets and the right to recover and receive compensation payable in respect of any of them;
- (m) to the extent that any legal mortgage in clause 2.4 or any assignment in clause 2.5 is ineffective as a legal mortgage or an assignment (as applicable), the assets referred to in that clause.

2.7. Floating charge

Each Acceding Chargor charges (subject to any Permitted Security) by way of first floating charge all its assets and undertaking wherever located both present and future other than any

assets effectively charged by way of legal mortgage or fixed charge or assigned under clauses 2.4, 2.5 or 2.6.

2.8. Qualifying floating charge

This Deed contains a qualifying floating charge and paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by or under this Deed.

3. Consent of existing charging companies

The Chargors agree to the terms of this Deed and agree that its execution will in no way prejudice or affect any Security granted by any of them by or under the Debenture.

4. Security power of attorney

Each Acceding Chargor, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any of their delegates or sub-delegates to be its attorney to take any action which the Acceding Chargor is obliged to take under this Deed and which the Acceding Chargor has been requested in writing by the Security Agent to do but has failed to do within 5 Business Days following such request. Each Acceding Chargor ratifies and confirms whatever any attorney does or prompts to do pursuant to its appointment under this clause 4.

5. Notices

Each Acceding Chargor confirms that its address details for notices in relation to clause 23 (Notices) of the Debenture are as follows:

Address: Mountfields House, Off Squirrel Way, Epinal Way, Loughborough, LE11 3GE

Email: jamie.wright@compasscommunity.co.uk

bernie.gibson@compasscommunity.co.uk

Attention: Jamie Wright and Bernadine Gibson

6. Counterparts

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

7. Governing law and jurisdiction

Clauses 30 (Governing Law) and 31 (Enforcement) of the Debenture shall be incorporated in this Deed as if set out here in full but so that references to the Debenture shall be construed as references to this Deed.

This Deed has been entered into as a deed on the date given at the beginning of this Deed.

Schedule 1

The Acceding Chargors

Company name	Registered number	Registered office
Compass Holdco Limited	07998366	Mountfields House, Off Squirrel Way Epinal Way, Loughborough, Leicestershire, LE11 3GE
Compass Acquisitions Limited	07998414	Mountfields House Off Squirrel Way, Epinal Way, Loughborough, Leicestershire, LE11 3GE
Compass Community Ltd	08017562	Mountfields House Off Squirrel Way, Epinal Way, Loughborough, Leicestershire, LE11 3GE
Compass Fostering Central Limited	04331256	Mountfields House Off Squirrel Way, Epinal Way, Loughborough, Leicestershire, LE11 3GE
Compass Fostering North Limited	07054121	Mountfields House Squirrel Way, Off Epinal Way, Loughborough, Leicestershire, LE11 3GE
Compass Fostering South Limited	08374139	Mountfields House Off Squirrel Way, Epinal Way, Loughborough, Leicestershire, LE11 3GE
Compass Children's Homes Limited	04318432	Mountfields House Off Squirrel Way, Epinal Way, Loughborough, Leicestershire, LE11 3GE
Compass Fostering London Limited	03292070	Mountfields House Off Squirrel Way, Epinal Way, Loughborough, Leicestershire, LE11 3GE
Compass Fostering Wales Limited	05956931	Mountfields House Off Squirrel Way, Epinal Way, Loughborough, Leicestershire, England, LE11 3GE
Fostering People Too Limited	05430202	Mountfields House Off Squirrel Way, Epinal Way, Loughborough, Leicestershire, England, LE11 3GE
Moments Fostering Limited	05557977	Mountfields House Off Squirrel Way, Epinal Way, Loughborough, Leicestershire, England, LE11 3GE

Schedule 2

Properties

None as at the date of this Deed

Schedule 3
Subsidiary Shares

Name and registered number of Subsidiary	Number and class of shares
Compass Acquisitions Limited (registered in England and Wales with company number 07998414)	465001 Ordinary Shares of £1.00
Compass Community Limited (registered in England and Wales with company number 08017562)	20065001 Ordinary Shares of £1.00
Compass Fostering Central Limited (registered in England and Wales with company number 04331256)	10000 Ordinary A Shares of £1.00
Compass Fostering North Limited (registered in England and Wales with company number 07054121)	2 Ordinary Shares of £1.00
Compass Fostering South Limited (registered in England and Wales with company number 08374139)	2000001 Ordinary Shares of £1.00
Compass Children's Homes Limited (registered in England and Wales with company number 04318432)	100 Ordinary Shares of £1.00
Compass Fostering London Limited (registered in England and Wales with company number 03292070)	134 Ordinary Shares of £0.50
Compass Fostering Wales Limited (registered in England and Wales with company number 05956931)	303 Ordinary Shares of £1.00
Compass Fostering Wales Limited (registered in England and Wales with company number 05956931)	80 Preference Shares of £1.00
Fostering People Too Limited (registered in England and Wales with company number 05430202)	1000 Ordinary Shares of £1.00

Moments Fostering Limited
(registered in England and Wales with company
number 05557977)

100 Ordinary Shares of £1.00

Schedule 4

Relevant Agreements

None as at the date of this Deed

SIGNATURES TO THE SECURITY DEED OF ACCESSION

Parent

Executed as a deed by
Oracle Midco 2 Limited
acting by a director in the presence of

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Director

.....
Signature of witness

Name *Lidiya Aleusieva*

Address
MACFARLANES LLP
20 CURSITOR STREET
LONDON
EC4A 1LT
.....

Acceding Chargors

Executed as a deed by
Compass Holdco Limited
acting by a director in the presence of

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Director

.....
Signature of witness

Name *Lidiya Aleusieva*

Address
MACFARLANES LLP
20 CURSITOR STREET
LONDON
EC4A 1LT
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Executed as a deed by
Compass Acquisitions Limited
acting by a director in the presence of

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Director

Signature of witness

Name *Lidiya Aleusieva*

Address MACFARLANES LLP
20 CURSITOR STREET
LONDON
EC4A 1LT

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Executed as a deed by *Ltd*
Compass Community Limited
acting by a director in the presence of

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Director

Signature of witness

Name *Lidiya Aleusieva*

Address MACFARLANES LLP
20 CURSITOR STREET
LONDON
EC4A 1LT

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AG
LLP

Executed as a deed by
Compass Fostering Central Limited
acting by a director in the presence of

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[Redacted Signature]

Director

[Redacted Signature]

Signature of witness

Name *Lidiya Aleksieva*

Address MACFARLANES LLP
20 CURSITOR STREET
LONDON
EC4A 1LT

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Executed as a deed by
Compass Fostering North Limited
acting by a director in the presence of

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[Redacted Signature]

Director

[Redacted Signature]

Signature of witness

Name *Lidiya Aleksieva*

Address MACFARLANES LLP
20 CURSITOR STREET
LONDON
EC4A 1LT

.....

Executed as a deed by
Compass Fostering South Limited
acting by a director in the presence of

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Director

Signature of witness

Name *Lidiya Aleksieva*

Address **MACFARLANES LLP**
20 CURSITOR STREET
LONDON
EC4A 3LT

Executed as a deed by
Compass Children's Homes Limited
acting by a director in the presence of

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Director

Signature of witness

Name *Lidiya Aleksieva*

Address **MACFARLANES LLP**
20 CURSITOR STREET
LONDON
EC4A 3LT

Executed as a deed by
Compass Fostering London Limited
acting by a director in the presence of

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)

Director

Signature of witness

Name *Lidiya Aleksieva*

Address **MACFARLANES LLP**
20 CURSITOR STREET
LONDON
EC4A 1LT

Executed as a deed by
Compass Fostering Wales Limited
acting by a director in the presence of

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)

Director

Signature of witness

Name *Lidiya Aleksieva*

Address **MACFARLANES LLP**
20 CURSITOR STREET
LONDON
EC4A 1LT

Executed as a deed by
Fostering People Too Limited
acting by a director in the presence of

)
)
)

Director

Signature of witness

Name *Lidya Alexeeva*

Address **MACFARLANES LLP**
20 CURSITOR STREET
LONDON
EC4A 1LT

Executed as a deed by
Moments Fostering Limited
acting by a director in the presence of

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Director

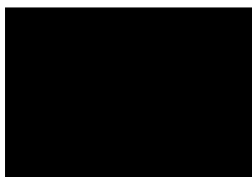
Signature of witness

Name *Lidya Alexeeva*

Address **MACFARLANES LLP**
20 CURSITOR STREET
LONDON
EC4A 1LT

Security Agent

Executed as a deed)
by)
as duly authorised attorney)
for and on behalf of **National Westminster Bank**)
Plc)
in the presence of:)



Witness

Signature

Name LUIGI SASSO

Address 250 BISHOPSGATE

..... LONDON