

MR01

Particulars of a charge

104149/52



A fee is payable with this form
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online.
Please go to www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

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

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

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

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



A04 01/04/2015 #236
COMPANIES HOUSE

1 Company details

Company number 3 8 9 8 2 5 4
Company name in full CAMBIAN HERITAGE II LIMITED

For official use
→ Filling in this form
Please complete in typescript or in
bold black capitals
All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date d 2 d 6 m 0 m 3 y 2 y 0 y 1 y 5

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

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

Name SANTANDER UK PLC

Name

Name

Name

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

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

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4	Brief description	
Brief description	<p>Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument</p> <p>N/A.</p>	<p>Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"</p> <p>Please limit the description to the available space</p>
5	Other charge or fixed security	
	<p>Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box</p> <p><input checked="" type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>	
6	Floating charge	
	<p>Is the instrument expressed to contain a floating charge? Please tick the appropriate box</p> <p><input checked="" type="checkbox"/> Yes Continue</p> <p><input type="checkbox"/> No Go to Section 7</p> <p>Is the floating charge expressed to cover all the property and undertaking of the company?</p> <p><input checked="" type="checkbox"/> Yes</p>	
7	Negative Pledge	
	<p>Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box</p> <p><input checked="" type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>	
8	Trustee statement ①	
	<p>You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge</p> <p><input type="checkbox"/></p>	<p>① This statement may be filed after the registration of the charge (use form MR06)</p>
9	Signature	
Signature	<p>Please sign the form here</p> <p>Signature</p> <p>X DUA PIPER JR WP X</p> <p>This form must be signed by a person with an interest in the charge</p>	

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Particulars of a charge

**Presenter information**

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

Contact name DENISE PHILLIPS

Company name DLA Piper UK LLP

Address 3 Noble Street

London

Post town

County/Region

Postcode E C 2 V 7 E E

Country

DX DX: 33866 Finsbury Square

Telephone 0207 796 6302

**Certificate**

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

**Checklist**

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following

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

**Important information**

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

**How to pay**

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

Make cheques or postal orders payable to 'Companies House'

**Where to send**

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

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

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

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

**Further information**

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

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3898254

Charge code. 0389 8254 0019

The Registrar of Companies for England and Wales hereby certifies that a charge dated 26th March 2015 and created by CAMBIAN HERITAGE II LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st April 2015

DX

Given at Companies House, Cardiff on 13th April 2015



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Dated 26 March 2015

The companies listed in this agreement as Grantors
and
Santander UK plc as Security Agent

SUPPLEMENTAL SECURITY AGREEMENT

Security Interests (Jersey) Law 2012



I CERTIFY THAT SAVE FOR MATERIAL REDACTED
PURSUANT TO s859G OF THE COMPANIES ACT 2006
THIS IS A TRUE, COMPLETE AND CORRECT COPY
OF THE ORIGINAL INSTRUMENT

DATE 31.03.2015

SIGNED DLA PIPER UK LLP
DLA PIPER UK LLP



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This agreement is made on 26 March 2015

BETWEEN.

- 1 The companies listed in Schedule 1 to this agreement (each a **Grantor** and together the **Grantors**), and
- 2 **Santander UK plc**, as security trustee for the Secured Parties (as defined in the Facilities Agreement) (in such capacity, the **Security Agent**).

RECITALS.

- A Each of the Grantors and the Security Agent, among others, entered into the Original Facilities Agreement
- B The parties to the Original Facilities Agreement have agreed to amend and restate the Original Facilities Agreement under an amendment and restatement agreement dated on or about the date hereof
- C In connection with the amendment and restatement of the Original Facilities Agreement, each of the Grantors and the Security Agent has agreed to enter into this agreement which is supplemental to each Jersey Security Agreement
- D Under the Security Release Agreement, the Security Agent has agreed to release certain assets from the security created under the General Security Agreement and to release certain grantors under the General Security Agreement from their obligations to the Security Agent under the General Security Agreement to the extent they relate to such assets

It is agreed as follows.

1 Definitions and interpretation

- 1.1 In this agreement, words and expressions shall, except as defined herein or where the context otherwise requires, have the meanings given to them in the Facilities Agreement
- 1.2 In this agreement, the following words and expressions shall, except where the context otherwise requires, have the following meanings

CHPL Share Security Agreement means the Jersey law share security agreement dated 6 February 2015 between Cambian Healthcare Properties Limited and the Security Agent.

Facilities Agreement means the Original Facilities Agreement as amended and restated by an amendment and restatement agreement dated on or about the date hereof.

General Security Agreement means the Jersey law general security agreement originally dated 16 April 2014, as amended and supplemented on 3 December 2014, between Advanced Childcare Group Limited, Cambian Developments II Limited, Cambian Holdings Limited, Cambian Properties Limited, Cambian Properties II Limited, Care Aspirations Holdings Limited and the Security Agent.

Jersey Security Agreements means the CHPL Share Security Agreement, the General Security Agreement and the Share Security Agreement.

Law means the Security Interests (Jersey) Law 2012

Original Facilities Agreement means the senior facilities agreement dated 31 March 2014 as amended by an amendment letter dated 11 April 2014 and an amendment and restatement agreed dated 3 December 2014 and made between, amongst others, (1) Cambian Group PLC as Company, (2) the companies listed in part 1 of schedule 1 to it as Original Borrowers; (3) the companies listed in part 1 of schedule 1 to it as Original Guarantors, (4) A I B Group (UK) p.l.c, Barclays Bank PLC, Clydesdale Bank plc (trading as Yorkshire Bank), Santander UK plc and The Royal Bank of Scotland Plc as Arrangers, (5) the financial institutions listed in part 2 of schedule 1 to it as Original Lenders, (6) Santander UK plc as Agent and (7) the Security Agent.

Security Release Agreement means an agreement to be made on or around the date of this agreement between the Security Agent and the Released Grantors (as defined therein) pursuant to which, among other things, the Security Agent would release the Released Grantors from all their covenants, liabilities and obligations under the General Security Agreement

Share Security Agreement means the Jersey law share security agreement dated 15 January 2015 between Cambian Group PLC, Cambian Heritage II Limited, Cambian St Paul's Limited and the Security Agent

13 In the interpretation of this agreement, the following provisions apply save where the context requires otherwise

- (a) references to the Security Agent include its successors, assignees and transferees. References to the Grantors include their successors, permitted assignees and permitted transferees, if any.
- (b) words and expressions not otherwise defined in this agreement shall be construed in accordance with the Law,
- (c) except where the context otherwise requires, words denoting the singular include the plural and vice versa, words denoting a gender include every gender and references to persons include bodies corporate and unincorporate;
- (d) references to recitals, clauses and Schedules are, unless the context otherwise requires, references to recitals and clauses hereof and Schedules hereto and references to sub-clauses are, unless otherwise stated, references to the sub-clause of the clause in which the reference appears,
- (e) the recitals and the Schedules form part of this agreement and shall have the same force and effect as if they were expressly set out in the body of this agreement and any reference to this agreement shall include the recitals and the Schedules,

- (f) any reference to this agreement or to any agreement or document referred to in this agreement shall be construed as a reference to such agreement or document as amended, varied, modified, supplemented, restated, novated or replaced from time to time,
- (g) any reference to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to such statute or statutory provision as the same may have been or may be amended, modified, extended, consolidated, re-enacted or replaced from time to time, and
- (h) clause headings and the index are inserted for convenience only and shall not affect the construction of this agreement

2 Amendments to the Jersey Security Agreements

- 2.1 The Jersey Security Agreements shall be amended with effect from the date of this agreement as set out in this clause 2
- 2.2 Clause 1.2 of each of the Jersey Security Agreements shall be amended by deleting the definition of "Facilities Agreement" and replacing it with the following definition.

'Facilities Agreement means the senior facilities agreement dated 31 March 2014 as amended by an amendment letter dated 11 April 2014 and by an amendment and restatement agreement dated 3 December 2014 and by an amendment and restatement agreement dated 26 March 2015 and made between, amongst others, (1) Cambian Group PLC as Company, (2) the companies listed in part 1 of schedule 1 to it as Original Borrowers, (3) the companies listed in part 1 of schedule 1 to it as Original Guarantors, (4) AIB Group (UK) plc, Barclays Bank PLC, Clydesdale Bank plc (trading as Yorkshire Bank), Santander UK plc and The Royal Bank of Scotland Plc as Arrangers, (5) the financial institutions listed in part 2 of schedule 1 to it as Original Lenders, (6) Santander UK plc as Agent and (7) the Security Agent'

3 Representations and warranties

- 3.1 Each of the Grantors hereby represents and warrants to the Security Agent that
 - (a) the Securities (as defined in each Jersey Security Agreement) have been validly issued, are fully paid and constitute the entire issued capital of the Secured Companies (as defined in each Jersey Security Agreement) and the certificates of title representing them as delivered to the Security Agent pursuant to each Jersey Security Agreement are the only certificates of title in respect thereof, and
 - (b) each of the Grantors have not granted any power of attorney in respect of the exercise of any rights or powers in connection with the Collateral (as defined in each Jersey Security Agreement), other than to the Security Agent
- 3.2 The representations and warranties in clause 3.1 are given on the date hereof

4 Continuity

The provisions of the Jersey Security Agreements shall, save as amended in this agreement and in the Security Release Agreement, continue in full force and effect, and shall be read and construed as one document with this agreement

5 Amendment and waiver

No variation, amendment or waiver of this agreement shall be valid unless in writing and signed by or on behalf of the parties hereto.

6 Assignment

The provisions of clause 22 (Assignment) of each Jersey Security Agreement shall apply to this agreement as if set out in full herein and as if references in that clause to "this agreement" were references to this agreement.

7 Notices

The provisions of clause 23 (Notices) of each Jersey Security Agreement shall apply to this agreement as if set out in full herein and as if references in that clause to "this agreement" were references to this agreement

8 Counterparts

This agreement may be executed in any number of counterparts each of which shall be an original but which shall together constitute one and the same instrument

9 Governing law and jurisdiction

9 1 This agreement shall be governed by and construed in accordance with the laws of Jersey and the parties hereby irrevocably agree for the exclusive benefit of the Security Agent that the courts of Jersey are to have jurisdiction to settle any disputes which arise out of or in connection with this agreement and that accordingly any suit, action or proceeding arising out of or in connection with this agreement (in this clause referred to as **Proceedings**) may be brought in such court

9 2 Nothing contained in this clause shall limit the right of the Security Agent to take Proceedings against the Grantors in any other court of competent jurisdiction nor shall the taking of Proceedings in one or more jurisdiction preclude the taking of Proceedings in any other jurisdiction, whether concurrently or not

9 3 Each of the Grantors irrevocably waive (and irrevocably agrees not to raise) any objection which they may have now or hereafter to the taking of any Proceedings in any such court as referred to in this clause and any claim that any such Proceedings have been brought in an inconvenient forum and further irrevocably agrees that a judgment in any Proceedings brought in any such court as is referred to in this clause shall be conclusive and binding upon the Grantors and may be enforced in the court of any other jurisdiction

The parties have duly executed this agreement on the date set out at the beginning of this agreement

SCHEDULE 1

Grantors

Name	Registered office address	Company number
Advanced Childcare Group Limited	9 Burrard Street, St Helier, Jersey JE4 5UE	107672
Cambian Developments II Limited	9 Burrard Street, St Helier, Jersey JE4 5UE	104724
Cambian Holdings Limited	9 Burrard Street, St Helier, Jersey JE4 5UE	87312
Cambian Properties Limited	9 Burrard Street, St Helier, Jersey JE4 5UE	87313
Cambian Properties II Limited	9 Burrard Street, St Helier, Jersey JE4 5UE	91131
Care Aspirations Holdings Limited	9 Burrard Street, St Helier, Jersey JE4 5UE	101522
Cambian Healthcare Properties Limited	3 Bunhill Row, London, EC1Y 8YZ	09357857
Cambian Group PLC	4 th Floor, Waterfront Building, Chancellors Road, Hammersmith Embankment, London, W6 9RU	08929371
Cambian Heritage II Limited	3 Bunhill Row, London, EC1Y 8YZ	3898254
Cambian St Paul's Limited	3 Bunhill Row, London, EC1Y 8YZ	3921792

Signatories

Grantors

Signed for and on behalf of Advanced Childcare Group Limited


Signature

ANDREW HICKS

Print name

DIRECTOR

Title

Signed for and on behalf of Cambian Developments II Limited


Signature

Michael Bates-Davies

Print name

Director.

Title

Signed for and on behalf of Cambian Holdings Limited


Signature

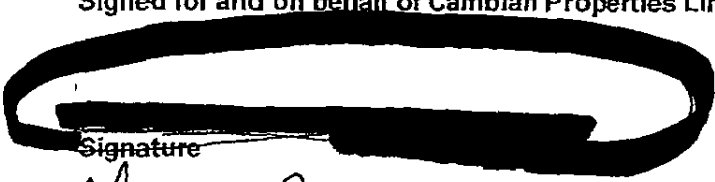
ANDREW HICKS

Print name

DIRECTOR

Title

Signed for and on behalf of Cambian Properties Limited


Signature

Michael RICS - 1 DAVIES
Print name

Director
Title

Signed for and on behalf of Cambian Properties II Limited


Signature

ANDREW HICKS
Print name

DIRECTOR
Title


Signed for and on behalf of Care Aspirations Holdings Limited


Signature

Michael RICS - 1 DAVIES
Print name

Director
Title

Signed for and on behalf of Cambian Properties Limited




Signature

MICHAEL REES-DAVIES.
Print name

Director.
Title

Signed for and on behalf of Cambian Properties II Limited



Signature

ANDREW HICKS
Print name

DIRECTOR
Title

Signed for and on behalf of Care Aspirations Holdings Limited



Signature

MICHAEL REES-DAVIES.
Print name

Director.
Title

Signed for and on behalf of Cambian Healthcare Properties Limited


Signature

ANDREW GRIFFITH
Print name

DIRECTOR
Title

Signed for and on behalf of Cambian Group PLC


Signature

ANDREW GRIFFITH
Print name

DIRECTOR / CFO
Title

Signed for and on behalf of Cambian Heritage II Limited


Signature

ANDREW GRIFFITH
Print name

DIRECTOR
Title

Signed for and on behalf of Cambian St Paul's Limited


Signature

ANDREW GRIFFITH
Print name

DIRECTOR
Title

Security Agent

Signed for and on behalf of Santander UK plc

A black rectangular redaction box covering the signature.

Signature

ROBERT ADAMS

Print name

HEAD OF LOAN AGENCY

Title