



Registration of a Charge

Company Name: **CAMBIAN HERITAGE II LIMITED**

Company Number: **03898254**



Received for filing in Electronic Format on the: **03/01/2023**

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Details of Charge

Date of creation: **21/12/2022**

Charge code: **0389 8254 0024**

Persons entitled: **GLAS TRUST CORPORATION LIMITED AS TRUSTEE FOR ITSELF AND THE SECURED PARTIES**

Brief description: **MATERIAL REAL ESTATE 1. LAND AT THE NORTH WEST SIDE OF GRATELEY HOUSE SCHOOL, POND LANE, GRATELEY, ANDOVER (SP11 8TA) HP391002 2. GRATELEY HOUSE SCHOOL, POND LANE, GRATELEY, ANDOVER (SP11 8TA) – HP602678 3. LAND AT SOUTHLANDS SCHOOL, VICARS HILL, LYMINGTON HP242560 4. SOUTHLANDS SCHOOL, VICARS HILL, LYMINGTON (SO41 5QB) HP155636 5. PUREBECK VIEW SCHOOL, NORTHBROOK ROAD, SWANAGE (BH19 1PR) DT264518 6. SPRING HILL SCHOOL, PALACE ROAD, RIPON (HG4 3HN) NYK165978 7. THE FORUM SCHOOL, SHILLINGSTONE, BLANDFORD FORUM (DT11 0QS) DT249158**

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: **PROSKAUER ROSE (UK) LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3898254

Charge code: 0389 8254 0024

The Registrar of Companies for England and Wales hereby certifies that a charge dated 21st December 2022 and created by CAMBIAN HERITAGE II LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd January 2023 .

Given at Companies House, Cardiff on 5th January 2023

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**



Dated 21 December 2022

DEBENTURE

BETWEEN

(1) AMALFI CLEANCO LIMITED
AS SENIOR PARENT

(2) THE PARTIES LISTED IN SCHEDULE 1
AS ORIGINAL CHARGORS

(3) GLAS TRUST CORPORATION LIMITED
AS SECURITY AGENT

***THIS DEBENTURE IS SUBJECT TO THE TERMS OF THE SENIOR INTERCREDITOR
AGREEMENT AND THE SUBORDINATION AGREEMENT***

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THIS DEBENTURE is dated 21 December 2022 and made between:

- (1) AMALFI CLEANCO LIMITED (registered in England and Wales with registered number 14185950 and with its registered address at 5th Floor Metropolitan House, 3 Darkes Lane, Potters Bar, Hertfordshire, EN6 1AG) for itself and for the Chargors (the “Senior Parent”);
- (2) THE PARTIES listed in Schedule 1 (*The Original Chargors*) (the “Original Chargors”); and
- (3) GLAS TRUST CORPORATION LIMITED as trustee for itself and the Secured Parties (the “Security Agent”).

BACKGROUND

- (A) The Original Chargors are required to enter into this Debenture as a condition of the Finance Documents.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Debenture:

“Account” means all accounts and any credit balance from time to time on any account opened or maintained by any Chargor with any bank, building society, financial institution or other person (and any replacement account or subdivision or subaccount of that account) and includes all Related Rights.

“Additional Chargor” means a company which creates Security (or purports to create Security) over its assets in favour of the Security Agent by executing a Security Accession Deed.

“Administration Event” means:

- (a) a resolution is passed or an order is made for the winding-up, dissolution, administration or re-organisation of any Chargor or an administrator is appointed to any Chargor, save where expressly permitted by the terms of the Secured Subordinated Notes Facility Agreement; or
- (b) any person (who is entitled to do so) gives notice of its intention to appoint an administrator to any Chargor or files such a notice or submits a petition for such an appointment with the court.

“Charged Assets” means all of the assets and undertaking of each Chargor, both present and future, which from time to time are the subject of any Security Interests created (or expressed or purported to be created) by it in favour of the Security Agent by or pursuant to this Security.

“Chargor” means an Original Chargor and an Additional Chargor.

“Debt Documents” has the meaning given to it in the Subordination Agreement.

“Debtor” has the meaning given to it in the Subordination Agreement.

“**Delegate**” means any delegate, agent, attorney or co-trustee appointed by the Security Agent.

“**Enforcement Event**” means an Event of Default which is continuing and in respect of which the Agent has served a notice under clause 26.19 (*Acceleration*) of the Secured Subordinated Notes Facility Agreement.

“**Event of Default**” has the meaning given to it in the Secured Subordinated Notes Facility Agreement.

“**Final Discharge Date**” has the meaning given to it in the Subordination Agreement.

“**Finance Document**” has the meaning given to it in the Secured Subordinated Notes Facility Agreement.

“**Hedging Agreement**” has the meaning given to it in the Senior Facilities Agreement.

“**Insurance Policy**” means any contract or policy of insurance (including life insurance or assurance but excluding any policies in respect of third party liability) in which any Chargor may from time to time have an interest together with all amounts payable to such Chargor under or in connection with each of those policies, and includes all Related Rights.

“**Intellectual Property**” means, in relation to a Chargor:

- (a) all of such Chargor’s patents, trademarks, service marks, designs, business names, copyrights, database rights, software rights, design rights, domain names, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests, whether registered or unregistered; and
- (b) the benefit of all applications and rights to use such assets of such Chargor,

including the intellectual property specified in Schedule 4 (*Material Intellectual Property*) or any schedule to a Security Accession Deed and includes all Related Rights.

“**Intra-Group Receivables**” means any intercompany receivables (including any loan by any Chargor as lender to any other member of the Group as borrower) owed to any Chargor by any other member of the Group.

“**Investments**” means, in relation to a Chargor:

- (a) the Shares; and
- (b) all other shares, stocks, debentures, bonds, warrants, coupons, options, other securities and investments and rights to subscribe for other investments,

in each case whether held directly by, or to the order of, that Chargor or by any trustee, nominee, fiduciary or clearance system on its behalf, and includes all Related Rights (and including all rights against any such trustee, nominee, fiduciary or clearance system).

“**Lease**” means, in relation to any of the Material Real Property which is leasehold, the lease or leases, agreement for lease, tenancy or licence pursuant to, and in accordance with which, a Chargor holds such Material Real Property and any instrument supplemental to it which is expressed to be collateral to it or entered into pursuant to or in accordance with its terms.

“**Liabilities**” has the meaning given to it in the Subordination Agreement.

“Mandatory Valuation” has the meaning given to it in the Secured Subordinated Notes Facility Agreement.

“Material Insurance Policy” means any Insurance Policy which is necessary for or material to that Chargor’s business, including the Insurance Policies specified in Schedule 5 (*Material Insurance Policies*) or any schedule to a Security Accession Deed and includes all Related Rights.

“Material Intellectual Property” means any Intellectual Property governed by the laws of England and Wales which is necessary for or material to that Chargor’s business, including the Intellectual Property specified in Schedule 4 (*Material Intellectual Property*) or any schedule to a Security Accession Deed and includes all Related Rights.

“Material Lease” means a leasehold interest in Real Property in England and Wales (other than a leasehold interest with a term of less than 15 years remaining).

“Material Real Property” means:

- (a) in relation to a Chargor, any freehold or leasehold property located in England and Wales specified in Schedule 2 (*Material Real Property*) (or in the Schedule to any Mortgage) in respect of which that Chargor has any right, title or interest;
- (b) in relation to an Additional Chargor, any freehold or leasehold property located in England and Wales specified in the schedule to the relevant Security Accession Deed (or in the Schedule to any Mortgage) in respect of which that Chargor has any right, title or interest but excludes any freehold or leasehold property if the aggregate value (as calculated by reference to the most recent Valuation) of each Site that is subject to a legal mortgage or standard security in favour of the Security Agent pursuant to Transaction Security Documents which has been perfected by registration at HM Land Registry or Registers of Scotland (as applicable) is at least equal to £425,000,000;
- (c) in relation to a Chargor, any other freehold property located in England and Wales in respect of which that Chargor has any right, title or interest and which has a market or book value in excess of £1,000,000 but excludes any freehold or leasehold property if the aggregate value (as calculated by reference to the most recent Valuation) of each Site that is subject to a legal mortgage or standard security in favour of the Security Agent pursuant to Transaction Security Documents which has been perfected by registration at HM Land Registry or Registers of Scotland (as applicable) is at least equal to £425,000,000; and
- (d) in relation to a Chargor, any other leasehold property located in England and Wales in respect of which that Chargor has any right, title or interest and which is a Material Lease,

and includes any buildings, fixtures (excluding any tenant fixtures), fittings, fixed plant or machinery from time to time situated on or forming part of such freehold or leasehold property, and includes all Related Rights.

“Mortgage” means a legal mortgage, supplemental legal mortgage or charge to be granted by a Chargor in favour of the Security Agent substantially in the form set out in Schedule 11 (*Form of Supplemental Mortgage*).

“Mortgaged Property” means any property subject to a Mortgage and references to any “Mortgaged Property” shall include references to the whole or any part or parts of it.

“**Permitted Security**” has the meaning given to it in the Secured Subordinated Notes Facility Agreement.

“**Planning Acts**” means all legislation from time to time regulating the development, use, safety and control of Real Property and highways including but not limited to the Town and Country Planning Act 1990, the Town & Country Planning (Scotland) Act 1997, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substances) Act 1990, the Planning (Consequential Provisions) Act 1990, the Local Government, Planning and Land Act 1980, the Planning and Compensation Act 1991, the Planning and Compulsory Purchase Act 2004 and any regulations made pursuant to any of the foregoing.

“**Plant and Machinery**” means, in relation to a Chargor, all present and future plant, machinery, office equipment, computers, vehicles and other chattels of that Chargor (excluding any for the time being forming part of that Chargor’s stock in trade or work in progress), and includes all Related Rights.

“**Real Property**” means, in relation to a Chargor:

- (a) any freehold, leasehold or immovable property (including any Material Real Property and any the freehold and leasehold property in England and Wales specified in Schedule 2 (*Material Real Property*)); and
- (b) any buildings, fixtures, fittings (excluding any tenant fixtures), fixed plant or machinery from time to time situated on or forming part of such freehold or leasehold property,

in respect of which that Chargor has any right, title or interest, and includes all Related Rights.

“**Receiver**” means a receiver, receiver and manager or, where permitted by law, an administrative receiver (as the Security Agent may specify at any time in any relevant appointment) and that term will include any appointee made under a joint or several appointment.

“**Related Rights**” means, to the extent applicable in relation to any asset:

- (a) the proceeds of sale, transfer, lease or other disposal of any part of all or any part of that asset;
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of all or any part of that asset;
- (c) all rights, powers, benefits, claims, contracts, warranties, remedies, Security Interests, guarantees, indemnities or covenants for title in respect of all or any part of that asset;
- (d) any dividend, interest or other distribution paid or payable;
- (e) any moneys and proceeds paid or payable in respect of all or any part of that asset;
- (f) any awards or judgments in favour of a Chargor in respect of all or any part of that asset; and
- (g) any other assets deriving from or relating to all or any part of that asset.

“**Secured Obligations**” means all the Liabilities and all other present and future liabilities and obligations at any time due, owing or incurred by any member of the Group and by each Debtor to any Secured Party under the Debt Documents both actual and contingent and whether incurred solely or jointly and as principal or surety or in any other capacity.

“**Secured Subordinated Notes Facility Agreement**” means the Secured Subordinated Notes Facility Agreement originally dated 27 June 2022 as amended on 6 October 2022 and amended and restated on 24 October 2022 between, among others, Amalfi Midco Limited as Issuer (the “**Issuer**”), Global Loan Agency Services Limited as Agent (the “**Agent**”), the Security Agent and the other parties listed therein.

“**Secured Parties**” has the meaning given to it in the Subordination Agreement.

“**Security**” means any Security Interest executed, created (or intended to be created), evidenced or conferred by or pursuant to this Debenture.

“**Security Accession Deed**” means a deed substantially in the form set out in Schedule 10 (*Form of Security Accession Deed*).

“**Security Interest**” means any mortgage, charge, assignment, pledge, lien or other security interest securing any obligations of any person or any other agreement or arrangement having the effect of conferring security.

“**Security Period**” means the period beginning on the date of this Debenture and ending on the Final Discharge Date

“**Senior Discharge Date**” has the meaning given to it in the Senior Intercreditor Agreement (as at the date of this Debenture and, for the avoidance of doubt, not as subsequently amended and/or amended and restated).

“**Senior Facilities Agreement**” has the meaning given to it in the Secured Subordinated Notes Facility Agreement.

“**Senior Group Debenture**” means (i) the debenture dated 27 June 2022 (as acceded to from time to time) between, among others, the Senior Parent, Amalfi Bidco Limited and GLAS Trust Corporation Limited as security agent in connection with the Senior Facilities Agreement and (ii) and any other security document entered into by the Chargors from time to time to secure the Super Senior Facility Liabilities, the Hedging Liabilities and the Senior Lender Liabilities (each as defined in the Senior Intercreditor Agreement (as at the date of the Senior Group Debenture and, for the avoidance of doubt, not as subsequently amended and/or amended and restated)).

“**Senior Intercreditor Agreement**” has the meaning given to it in the Secured Subordinated Notes Facility Agreement.

“**Senior Security Agent**” has the meaning given to the term “Security Agent” in the Senior Intercreditor Agreement.

“**Shares**” means, in relation to a Chargor, all of the shares held by that Chargor (or on its behalf by a nominee) in any limited liability company incorporated in England and Wales including those shares specified in Schedule 3 (*Shares*) or the schedule to any Security Accession Deed.

“**Specific Contracts**” means, in relation to a Chargor:

- (a) each Hedging Agreement;
- (b) any Intra-Group Receivables; and
- (c) any other agreement to which that Chargor is a party and which is designated as such from time to time by the Issuer and the Security Agent,

and includes all Related Rights.

“**Subordination Agreement**” means the subordination agreement dated 4 October 2022 between, among others, the Issuer, the Agent, the Security Agent and the other parties listed therein.

1.2 Terms defined in other Finance Documents

Unless defined in this Debenture, or the context otherwise requires, a term defined in the Secured Subordinated Notes Facility Agreement or in any other Finance Document has the same meaning in this Debenture, or any notice given under or in connection with this Debenture, as if all references in those defined terms to the Secured Subordinated Notes Facility Agreement or other Finance Document were a reference to this Debenture or that notice.

1.3 Construction

- (a) Save as otherwise provided in this Debenture, clause 1.2 (*Construction*) of the Secured Subordinated Notes Facility Agreement will apply as if incorporated in this Debenture, or in any notice given under or in connection with this Debenture, as if all references in that clause to the Secured Subordinated Notes Facility Agreement were a reference to this Debenture or that notice.
- (b) References to a Clause or Schedule are to a clause or schedule of this Debenture.

1.4 Debenture/Senior Group Debenture

- (a) All Security created under this Debenture does not affect any Security Interest created by the Senior Group Debenture.
- (b) Where this Debenture purports to create any Security Interest, that Security Interest will rank subordinate to the equivalent Security Interest created by the Senior Group Debenture (pursuant to the Senior Intercreditor Agreement) until such time as that equivalent Security Interest created by the Senior Group Debenture ceases to have effect. All references in this Debenture to “full title guarantee” shall be qualified by reference to the Senior Group Debenture.
- (c) Where a right or asset has been assigned (subject to a proviso for re-assignment on redemption) under the Senior Group Debenture and the same asset or right is expressed to be assigned again under this Debenture, that second assignment will initially take effect as a fixed charge over the right or asset and will only take effect as an assignment if the relevant Security Interest created by the Senior Group Debenture ceases to have effect at a time when this Debenture still has effect.
- (d) Prior to the Senior Discharge Date, no Security Interest or right created or purported to be created or granted by this Debenture shall be deemed to be more extensive than any Security Interest or right created or purported to be created or granted by the Senior Group Debenture.

1.5 Senior Intercreditor Agreement and Subordination Agreement

- (a) This Debenture is subject to the terms of the Senior Intercreditor Agreement and the Subordination Agreement.
- (b) Prior to the Senior Discharge Date, the provisions of the Senior Intercreditor Agreement will override this Debenture to the extent that there is any inconsistency and, in particular, but without limitation, the payment by the Chargors of any amount shall not be made except to the extent permitted by the Senior Intercreditor Agreement.
- (c) Subject to paragraph (b) above, if there is any conflict or inconsistency between any provision of this Debenture and any provision of the Subordination Agreement, the provision of the Subordination Agreement shall prevail.

1.6 Disposition of property

The terms of the Secured Subordinated Notes Facility Agreement and each other Finance Document and of any side letters between the Parties in relation to the Finance Documents are incorporated into this Debenture and each other Finance Document to the extent required for any purported disposition of any Real Property contained in any Finance Document to be a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

1.7 Clawback

If the Security Agent reasonably considers that any amount paid or credited to any Finance Party is capable of being avoided or reduced by virtue of any bankruptcy, insolvency, liquidation or similar laws, the liability of the Chargors under this Debenture and the Security Interests constituted by those documents will continue and such amount will not be considered to have been irrevocably paid.

1.8 Third Party Rights

- (a) Unless expressly provided to the contrary in this Debenture, a person who is not a party has no right under the Contracts (Rights of Third Parties) Act 1999 and/or the Contract (Third Party Rights) (Scotland) Act 2017, as applicable (the “Third Parties Acts”) to enforce or to enjoy the benefit of any term of this Debenture.
- (b) Notwithstanding any term of this Debenture, the consent of any person who is not a Party is not required to rescind or vary this Debenture at any time.
- (c) Any Receiver, Delegate or any other person described in paragraph (b) of clause 17.10 (*Exclusion of liability*) of the Subordination Agreement may, subject to this Clause 1.8 and the Third Parties Acts, rely on any Clause of this Debenture which expressly confers rights on it.

1.9 Deed

It is intended that this Debenture takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

1.10 Senior Parent

Each Original Chargor appoints the Senior Parent as its agent on the terms set out in this Debenture.

2. COVENANT TO PAY

Each Chargor covenants with the Security Agent, as security trustee for the Secured Parties, to pay, discharge and satisfy the Secured Obligations when they become due for payment and discharge in accordance with their respective terms.

3. FIXED SECURITY

3.1 General

All Security created by a Chargor under this Clause 3 and Clause 4 (*Floating charge*) is:

- (a) granted in favour of the Security Agent as security trustee for the Secured Parties;
- (b) continuing security for the payment, discharge and performance of the Secured Obligations (regardless of any intermediate payment);
- (c) subject to any Permitted Security, granted with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 (but no covenant shall be implied by such grant which is disapplied under Clause 12.1 (*Implied covenants for title*));
- (d) granted in respect of all the right, title and interest (if any), present and future, of that Chargor in and to the relevant Charged Asset; and
- (e) prior to the Senior Discharge Date, subordinated to the Security created under the Senior Group Debenture in accordance with the Senior Intercreditor Agreement.

3.2 Legal mortgage

Subject to Clause 6.5 (*Third party consents for Leases*), each Chargor charges by way of legal mortgage the Material Real Property.

3.3 Assignment by way of Security

- (a) The Chargor assigns and agrees to assign absolutely (to the extent not validly and effectively charged by way of legal mortgage pursuant to Clause 3.2 (*Legal mortgage*)) and to the fullest extent assignable or capable of assignment without infringing any contractual provision restricting the same:
 - (i) the proceeds of any Material Insurance Policies; and
 - (ii) each Specific Contract.
- (b) Each Chargor shall remain liable to perform all its obligations under the assets described in paragraph (a) above.
- (c) Notwithstanding the other terms of this Clause 3.3, prior to the occurrence of an Enforcement Event, each Chargor may, subject to the other terms of the Finance Documents, continue to exercise all and any of its rights under and in connection with the Specific Contracts and the Material Insurance Policies.

3.4 Fixed charges

Each Chargor (to the extent not validly and effectively charged by way of legal mortgage pursuant to Clause 3.2 (*Legal mortgage*) or assigned pursuant to Clause 3.3 (*Assignment by way of Security*)) charges:

- (a) subject to Clause 6.5 (*Third party consents for Leases*), the Material Real Property by way of fixed charge;
- (b) by way of fixed charge, the Accounts;
- (c) by way of fixed charge, its book and other debts and monetary claims owing to it and any proceeds of those debts and claims and all Related Rights;
- (d) by way of fixed charge, the Material Intellectual Property;
- (e) by way of fixed charge, the Plant and Machinery;
- (f) by way of fixed charge, any goodwill and rights and claims in relation to its uncalled share capital;
- (g) by way of fixed charge, the Investments;
- (h) by way of fixed charge, any beneficial interest, claim or entitlement it has to any pension fund now or in the future; and
- (i) by way of fixed charge, each of the assets which are specified in Clause 3.3 (*Assignment by way of Security*).

3.5 Fixed security

- (a) Clause 3.2 (*Legal mortgage*), Clause 3.3 (*Assignment by way of Security*) and Clause 3.4 (*Fixed charges*) shall be construed as creating a separate and distinct mortgage, fixed charge or security assignment over each relevant asset within any particular class of assets specified in this Debenture. Any failure to create effective fixed security (for whatever reason) over an asset shall not affect the fixed nature of the security on any other asset, whether within the same class of assets or not.
- (b) No representation or warranty is given by any Chargor in relation to the creation of the Security pursuant to Clause 3.2 (*Legal mortgage*), Clause 3.3 (*Assignment by way of Security*) and Clause 3.4 (*Fixed charges*) in respect of assets situated in Scotland or governed by Scots law.

4. FLOATING CHARGE

4.1 Floating charge

- (a) Each Chargor charges by way of floating charge all its present and future assets and undertaking other than any assets effectively charged by way of legal mortgage or fixed charge or assigned under Clauses 3.2 (*Legal mortgage*), 3.3 (*Assignment by way of Security*) or 3.4 (*Fixed charges*) respectively, but including for the avoidance of doubt all of its assets situated in Scotland or governed by Scots law.

- (b) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by paragraph (a) above.

4.2 Conversion of floating charge to fixed Security

- (a) The Security Agent may (subject to applicable law) at any time by notice to the relevant Chargor convert the floating charge constituted under Clause 4.1 (*Floating charge*) with immediate effect into a fixed charge as regards any asset which is the subject of the floating charge or which is specified in the notice if:
 - (i) this Debenture is enforceable in accordance with Clause 14 (*When Security becomes enforceable*); or
 - (ii) the Security Agent reasonably considers that any of the Charged Assets is or may be in jeopardy or in danger of being seized or sold pursuant to any form of legal process; or
 - (iii) the Security Agent reasonably in good faith considers it desirable in order to protect the priority of the Security constituted by the floating charge; or
 - (iv) an Event of Default under clause 26.7 (*Insolvency Proceedings*) of the Secured Subordinated Notes Facility Agreement is continuing.
- (b) In addition, without prejudice to any rule of law which may have a similar effect, the floating charge constituted under Clause 4.1 (*Floating charge*) will (subject to applicable law) automatically be converted (without notice) with immediate effect into a fixed charge as regards all Charged Assets which are subject to the floating charge and which are referred to in paragraphs (i) to (iii) below or owned by the relevant member of the Group in respect of which the event referred to at paragraph (iv) below has occurred:
 - (i) a Chargor creates (or attempts or takes any steps to create) any Security Interest over any Charged Asset (save as expressly permitted under the Secured Subordinated Notes Facility Agreement);
 - (ii) a Chargor disposes (or attempts or takes any steps to dispose) of all or any of the Charged Assets (save as expressly permitted under the Secured Subordinated Notes Facility Agreement);
 - (iii) any person levies (or attempts or takes any steps to levy) any distress, attachment, sequestration execution or other process against any Charged Asset (which is not discharged within two Business Days); or
 - (iv) an Administration Event occurs.
- (c) The floating charge created by Clause 4.1 (*Floating charge*) may not be converted into a fixed charge in respect of any property or assets situated in Scotland if, and to the extent that, a Receiver would not be capable of exercising his powers in Scotland pursuant to section 72 of the Insolvency Act 1986 by reason of such automatic conversion.

5. RESTRICTIONS ON DEALING

5.1 Restrictions on dealings

No Chargor may:

- (a) create or allow to exist any Security Interest over all or any part of the Charged Assets; or
- (b) either in a single transaction or in a series of transactions and whether related or not and whether voluntarily or involuntarily sell, transfer, licence lease or otherwise dispose of all or any part of its assets or enter into any other preferential arrangement having a similar effect,

unless expressly permitted under the Secured Subordinated Notes Facility Agreement.

6. MATERIAL REAL PROPERTY

6.1 Description of information

Each Chargor represents and warrants to the Security Agent on the date of this Debenture or, as applicable, the date of any Security Accession Deed pursuant to which it becomes a party to this Debenture or the date of any Mortgage (as the case may be), that all Material Real Property in respect of which it has an interest is fully and accurately described in Schedule 2 (*Material Real Property*) (or, as applicable, the relevant schedule to a Security Accession Deed).

6.2 Leases

Each Chargor covenants that it shall punctually pay the rents reserved by and observe and perform in all material respects the other material covenants, agreements or obligations on its part to be observed and performed and which are contained in any lease, tenancy agreement or licence to occupy relating to any Material Real Property.

6.3 Compliance with regulations, etc.

Each Chargor shall at all times preserve and renew when desirable or necessary all Authorisations and rights relating to the Mortgaged Property.

6.4 Notice of Security: Leases

Each Chargor will:

- (a) on the date of this Debenture, give notice to all landlords who are parties to any Material Leases, of the fixed Security constituted under this Security in respect of any such Material Lease, such notice being substantially in the form set out in Part 1 of Schedule 6 (*Leases*);
- (b) promptly (and in any event, within five Business Days) after the Senior Discharge Date (or, as applicable, the date of any Security Accession Deed or, if later, within five Business Days of acquiring or entering into a Material Lease or granting any Mortgage) give notice to all tenants and other persons who are parties to any Material Leases, of the fixed Security constituted under this Security in respect of any such Material Lease, such notice being substantially in the form set out in Part 1 of Schedule 6 (*Leases*); and
- (c) use all reasonable endeavours to procure that each such landlord, tenant or other person delivers an acknowledgement of receipt of such notice to the Security Agent substantially in the form set out in Part 2 of Schedule 6 (*Leases*) within 10 Business Days of receipt of such notice.

6.5 Third party consents for Leases

- (a) If under the terms of a Lease any Chargor is not permitted to charge or assign its interest in such Material Real Property (either absolutely or without the consent of the landlord) (a “**Restricted Property**”) it undertakes to use all reasonable endeavours to obtain such consent to the creation of the charges envisaged by Clause 3.2 (*Legal mortgage*) for a period of:
- (i) for 30 days from the date of this Debenture; or
 - (ii) in relation to any such Restricted Property that does not already constitute Mortgaged Property pursuant to 3.2 (*Legal mortgage*) but is a Material Real Property, 60 days from delivery of the relevant Mandatory Valuation,
- and until such time as consent is obtained, the Restricted Property shall be excluded from this Security.
- (b) Upon receipt of such consent, the relevant Chargor shall:
- (i) promptly provide the Security Agent with a copy of each such consent; and
 - (ii) grant a legal mortgage over the Material Real Property in favour of the Security Agent under Clause 3.2 (*Legal mortgage*) and the fixed charge contained in Clause 3.4 (*Fixed charges*) (together with any mortgage or charge to be created under Clause 13 (*Further Assurance*) or a Security Accession Deed or a Mortgage, as the case may be).

6.6 Deposit of title deeds

Following the Senior Discharge Date, each Chargor shall:

- (a) as soon as reasonably practicable following the request of the Security Agent, deposit with the Security Agent (or provide a solicitor’s undertaking to hold in favour of the Security Agent) all deeds, certificates and other documents (if any) constituting or evidencing title to any Mortgaged Property; and
- (b) deposit with the Security Agent (or provide a solicitor’s undertaking to hold in favour of the Security Agent) at any time thereafter any further such deeds, certificates and other documents, promptly upon coming into possession of any of those items.

6.7 Application to the Land Registry

Each Chargor hereby consents to an application being made to the Land Registry to:

- (a) enter a restriction in the following (or substantially similar) terms in the proprietorship register of any registered land at any time forming part of the Mortgaged Property:

*“No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the **charge dated [●] in favour of [●] (as security agent) referred to in the charges register or their conveyancer.**”*

- (b) register this Debenture as a charge in the charges register of any registered land at any time forming part of the Mortgaged Property.

6.8 Investigation of Title

Notwithstanding any provision of any Finance Document, no person shall be required to investigate title or provide surveys or other due diligence unless it is either material freehold property with a value exceeding £5,000,000 (or its equivalent in other currencies) or long leasehold property with an unexpired term of more than 25 years from the date of this Debenture or, if later, the date on which such leasehold property is acquired by any Chargor.

7. INVESTMENTS

7.1 Changes to rights

No Chargor may (except to the extent permitted by the Secured Subordinated Notes Facility Agreement) take or allow the taking of any action on its behalf which may result in further Shares being issued or transferred.

7.2 Calls

- (a) Each Chargor must pay all calls and other payments due and payable in respect of any of its Investments (other than such calls or payments which it is disputing in good faith).
- (b) Subject to Clause 7.2(a) above, if a Chargor fails to do so, and subject to the Senior Intercreditor Agreement, the Security Agent may pay those calls or other payments on behalf of that Chargor. That Chargor must immediately on request reimburse the Security Agent for any payment made by the Security Agent on the date the Security Agent requests such reimbursement under this Clause 7.2 and, pending reimbursement, that payment will constitute part of the Secured Obligations.

7.3 Other obligations in respect of Investments

No Finance Party will be required in any manner to:

- (a) perform or fulfil any obligation of a Chargor;
- (b) make any payment;
- (c) make any enquiry as to the nature or sufficiency of any payment received by it or a Chargor; or
- (d) present or file any claim or take any other action to collect or enforce the payment of any amount,

in respect of any Investment.

7.4 Dividends

- (a) At any time prior to an Enforcement Event, each Chargor shall be entitled to receive and retain all dividends, interest and other monies arising from the Investments.
- (b) At any time after an Enforcement Event and subject to the Senior Intercreditor Agreement, each Chargor shall hold any amounts or other benefits received by way of dividends, interest and other monies arising from the Investments on trust for the

Secured Parties and pay the same immediately to the Security Agent on the date of that Chargor's receipt of same or as the Security Agent may direct.

7.5 Voting rights

- (a) At any time prior to an Enforcement Event, each Chargor shall be entitled to exercise (or direct the exercise of) the voting and other rights and powers attached to the Investments *provided that* such Chargor may only exercise such rights or powers (or otherwise permit or agree to any variation of the rights attaching to or conferred by all or any part of the Investments) if:
 - (i) that does not cause an Event of Default to occur;
 - (ii) that does not materially adversely affect the validity or enforceability of the Security Interest created (or purported to be created) by this Debenture; and
 - (iii) the exercise of, or the failure to exercise, those rights and powers would not have a material and adverse effect on the ability of the Security Agent to realise this Security.
- (b) At any time after an Enforcement Event and subject to the Senior Intercreditor Agreement, the Security Agent (or any Receiver or Delegate) may, at its discretion, (in the name of the relevant Chargor or otherwise and without any further consent or authority from such Chargor):
 - (i) exercise (or refrain from exercising) any voting rights in respect of the Investments;
 - (ii) apply all dividends, interest and other monies arising from the Investments in accordance with Clause 18 (*Application of monies*);
 - (iii) transfer the Investments into the name of the Security Agent or such nominee(s) of the Security Agent as it shall require; and
 - (iv) exercise (or refrain from exercising) the powers and rights conferred on or exercisable by the legal or beneficial owner of the Investments, including the right, in relation to any company whose shares or other securities are included in the Investments, to concur or participate in:
 - (A) the reconstruction, amalgamation, sale or other disposal of such company or any of its assets or undertaking (including the exchange, conversion or reissue of any shares or securities as a consequence thereof);
 - (B) the release, modification or variation of any rights or liabilities attaching to such shares or securities; and
 - (C) the exercise, renunciation or assignment of any right to subscribe for any shares or securities, in each case in the manner and on the terms the Security Agent thinks fit, and the proceeds of any such action shall form part of the Investments.

7.6 Delivery of share certificates and registers

Each Chargor shall:

- (a) as soon as reasonably practicable upon the Senior Discharge Date (or, provided that the Senior Discharge Date has occurred, as applicable, the date of any Security Accession Deed or, if later, as soon as reasonably practicable but, in any event, no later than five Business Days following the acquisition of or subscription for any other Investments) deposit with the Security Agent (or procure the deposit of) all certificates or other documents to title to the Investments and stock transfer forms (executed and undated by it or on its behalf), together with a duly certified copy of the register for any member of the Group which has issued such Investments; and
- (b) as soon as reasonably practicable upon the Senior Discharge Date following the acquisition, subscription, accrual, offer or issue of any stocks, shares, warrants or other securities in respect of or derived from the Investments, notify the Security Agent of that occurrence and procure the delivery to the Security Agent of all certificates or other documents of title representing such items and such stock transfer forms or other instruments of transfer (executed and undated by it or on its behalf) in respect thereof as the Security Agent may request.

8. INTELLECTUAL PROPERTY

8.1 Representations

Each Chargor represents to the Security Agent that as at the date of this Debenture or, as applicable, the date of any Security Accession Deed pursuant to which it becomes a party to this Debenture, all Intellectual Property which is Material Intellectual Property is accurately described in Schedule 4 (*Material Intellectual Property*) (or, as applicable, the relevant schedule to a Security Accession Deed).

8.2 Acquisition

Each Chargor shall promptly notify the Security Agent if it acquires, develops or establishes any Material Intellectual Property after the date of this Debenture which is material to its business.

8.3 Preservation

Each Chargor must promptly, if requested to do so by the Security Agent (acting reasonably), sign or procure the signature of, and comply with all instructions of the Security Agent in respect of, any document required to make entries in any public register of Material Intellectual Property in any jurisdiction (including the United Kingdom Intellectual Property Office) which either record the existence of this Debenture or the restrictions on disposal imposed by this Debenture.

9. ACCOUNTS

9.1 Accounts

Each Chargor shall, within 10 Business Days following the date of this Debenture (or, as applicable, the date of any Security Accession Deed or promptly following the date on which any new Account is established after the date of this Debenture) deliver details of all of its Accounts to the Security Agent.

9.2 Book debts and receipts

Each Chargor shall get in and realise its:

- (a) securities to the extent held by way of temporary investment;
- (b) book and other debts and other moneys owed to it (other than owed by members of the Group); and
- (c) royalties, fees and income of any nature owed to it,

in the ordinary course of its business and, following an Enforcement Event:

- (i) pay such monies into such account as the Security Agent may designate; and
- (ii) not enter into a single transaction or series of transactions to sell, factor, discount or otherwise dispose of all part of its receivables.

9.3 Withdrawals

- (a) Unless an Enforcement Event has occurred, a Chargor may withdraw any moneys (including interest) standing to the credit of an Account.
- (b) After an Enforcement Event, the Security Agent may (subject to the payment of any claims having priority to this Security and subject to the Senior Intercreditor Agreement and the Subordination Agreement) withdraw, transfer or set-off amounts standing to the credit of any Account to satisfy the Secured Obligations.

9.4 Notice of Security

Each Chargor will:

- (a) within 10 Business Days of the date of this Debenture (or, as applicable, the date of any Security Accession Deed or, if later, as soon as reasonably practicable but, in any event, no later than ten Business Days following the establishment of any new Account), give notice to the relevant bank, building society, financial institution or other person of the charge constituted under this Debenture (or Security Accession Deed, as applicable) in respect of each Account, such notice being in the form set out in Part 1 of Schedule 7 (*Accounts*); and
- (b) use all reasonable endeavours to procure that the relevant bank, building society, financial institution or other person delivers an acknowledgement of receipt of such notice to the Security Agent substantially in the form set out in Part 2 of Schedule 7 (*Accounts*) within 20 Business Days of the date of this Debenture (or, as applicable, the date of any Security Accession Deed or, if later, upon establishing the relevant new Account).

10. INSURANCES

10.1 Rights

After an Enforcement Event and subject to the Senior Intercreditor Agreement:

- (a) the Security Agent may exercise (without any further consent or authority on the part of any Chargor and irrespective of any direction given by any Chargor) any of the rights

of any Chargor in connection with any amounts payable to it under any of its Insurances;

- (b) each Chargor must take such steps (at its own cost) as the Security Agent may reasonably require to enforce those rights; this includes initiating and pursuing legal or arbitration proceedings in the name of that Chargor; and
- (c) each Chargor must hold any payment received by it under any of its Insurance Policies (excluding proceeds of any third party liability insurances paid to the Chargor to meet third party claims) on trust for the Security Agent.

10.2 Notice of Security

Each Chargor will:

- (a) following an Enforcement Event, give notice to each insurer party to each of the Material Insurance Policies of the assignment constituted by this Debenture (or Security Accession Deed, as applicable) in respect of each Material Insurance Policy, such notice being substantially in the form set out in Part 1 of Schedule 8 (*Insurance Policies*); and
- (b) use all reasonable endeavours to procure that each such insurer delivers an acknowledgement of receipt of such notice to the Security Agent substantially in the form set out in Part 2 of Schedule 8 (*Insurance Policies*) within 20 Business Days of delivery of the notice pursuant to paragraph (a) above.

11. SPECIFIC CONTRACTS

11.1 Notice of Security

- (a) Each Chargor will:
 - (i) following an Enforcement Event, give notice to the relevant counterparty to each Specific Contract of the assignment constituted under this Debenture (or Security Accession Deed, as applicable) in respect of each Specific Contract, such notice being substantially in the form set out in Part 1 of Schedule 9 (*Specific Contracts*) or in such other form as may be specified by the Security Agent (acting reasonably); and
 - (ii) use reasonable endeavours to procure that the relevant counterparty delivers an acknowledgement of receipt of such notice to the Security Agent substantially in the form set out in Part 2 of Schedule 9 (*Specific Contracts*) or in such other form as may be specified by the Security Agent (acting reasonably) within 20 Business Days of service of the notice pursuant to limb (i) above.
- (b) Each Chargor is deemed to have given (and acknowledged) such notice of assignment in respect of any Intra-Group Loans outstanding on the Senior Discharge Date where the creditors and debtors under such loans are both Chargors.

12. PROVISIONS AS TO SECURITY

12.1 Implied covenants for title

- (a) The covenants set out in Sections 3(1), 3(2), 4(1)(b) and 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994 will not extend to Clauses 3 (*Fixed Security*) or 4 (*Floating charge*).
- (b) It shall be implied in respect of Clauses 3 (*Fixed Security*) and 4 (*Floating charge*) that a Chargor is disposing of the Charged Assets free from all charges and encumbrances (whether monetary or not) and from all other rights exercisable by third parties (including liabilities imposed and rights conferred by or under any enactment), save for any Permitted Security.

12.2 Further Loans

- (a) Subject to the terms of the Secured Subordinated Notes Facility Agreement, each Lender is under an obligation to make further Loans to the Chargors, and that obligation will be deemed to be incorporated in this Security as if set out in this Security.
- (b) Each Chargor consents to an application being made to the Land Registry to enter notice of the obligation to make further Loans on the Charges Register of any registered land forming part of the Charged Assets.

13. FURTHER ASSURANCE

13.1 Further assurance

- (a) The covenant set out in Section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to include the obligations set out in paragraph (b) below.
- (b) Each Chargor shall promptly, at its own cost and subject to the Senior Intercreditor Agreement, and receipt of any necessary consents, do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notarisations, registrations, notices and instructions) as the Security Agent may reasonably specify (and in such form as the Security Agent may reasonably require) in favour of the Security Agent or its nominee(s):
 - (i) to perfect the Security created or intended to be created in respect of the Charged Assets (which may include the execution by such Chargor of a mortgage, charge, assignment or other Security Interest over all or any of the assets constituting, or intended to constitute, Charged Assets) or for the exercise of any the rights, powers and remedies of the Security Agent, any Receiver or the Secured Parties provided by or pursuant to this Security or by law;
 - (ii) to confer on the Security Agent (or the Secured Parties) security over any property, asset or undertaking of such Chargor located in any jurisdiction outside England and Wales equivalent or similar to the security intended to be conferred by or pursuant to this Debenture; and/or
 - (iii) after the Security has become enforceable, to facilitate the realisation of the Charged Assets.

13.2 Necessary Action

Each Chargor shall take all such action as is available to it (including making all filings and registrations) as may be necessary or as may reasonably be requested by the Security Agent for the purpose of the creation, perfection, protection or maintenance of any Security, in each case in a manner which is consistent with the remaining provisions of this Debenture and, in the case of any document required to be created under this Clause 13.2, containing provisions corresponding to, and which are on terms no more onerous than, the Secured Subordinated Notes Facility Agreement or this Debenture.

14. WHEN SECURITY BECOMES ENFORCEABLE

14.1 Timing

This Security will become immediately enforceable any time:

- (a) after the occurrence of an Enforcement Event; or
- (b) (subject to the Senior Intercreditor Agreement), if a Chargor requests that the Security Agent exercises any of its powers under this Debenture.

14.2 Enforcement

After this Security has become enforceable, and subject to the Senior Intercreditor Agreement, the Security Agent may in its absolute discretion enforce all or any part of this Security in any manner it sees fit or as may be directed by the relevant Secured Parties in accordance with the Subordination Agreement.

15. ENFORCEMENT OF SECURITY

15.1 General

- (a) The power of sale or other disposal conferred on the Security Agent and on any Receiver by this Security shall operate as a variation and extension of the statutory power of sale under Section 101 of the Law of Property Act 1925 (and the Secured Obligations shall be deemed to be due and payable for that purpose) and such power shall arise on execution of this Debenture (or Security Accession Deed or Mortgage, as the case may be) (but shall only be exercisable following an Enforcement Event).
- (b) Any restriction imposed by law on the power of sale (including under section 103 of the Law of Property Act 1925) or the right of a mortgagee to consolidated mortgages (including under section 93 of the Law of Property Act 1925) does not apply to this Security.
- (c) Any powers of leasing conferred on the Security Agent by law are extended so as to authorise the Security Agent to lease, make agreements for leases, accept surrenders or leases and grant options as the Security Agent may think fit and without the need to comply with any restrictions conferred by law (including under section 99 or 100 of the Law of Property Act 1925).

15.2 No liability as mortgagee in possession

None of the Security Agent, any Receiver nor a nominee of either of them will be liable, by reason of entering into possession of a Charged Asset:

- (a) to account as mortgagee in possession or for any loss on realisation; or

- (b) for any default or omission for which a mortgagee in possession might be liable, except in the case of gross negligence or wilful default on its part.

15.3 Privileges

Each Receiver, the Security Agent or a nominee of a Receiver of the Security Agent is entitled to all the rights, powers, privileges and immunities conferred by law (including the Law of Property Act 1925) on mortgagees and receivers duly appointed under any law (including the Law of Property Act 1925).

15.4 Protection of third parties

No person (including a purchaser) dealing with the Security Agent or a Receiver or its or his agents will be concerned to enquire:

- (a) whether the Secured Obligations have become payable;
- (b) whether any power which the Security Agent or a Receiver is purporting to exercise has become exercisable or is being properly exercised; or
- (c) how any money paid to the Security Agent or to that Receiver is to be applied.

15.5 Redemption of prior mortgages

- (a) At any time after this Security has become enforceable, the Security Agent may:
 - (i) redeem any prior Security Interest against any Charged Asset; and/or
 - (ii) procure the transfer of that Security Interest to itself or its nominee; and/or
 - (iii) settle and pass the accounts of the prior mortgagee, chargee or encumbrancer; any accounts so settled and passed will be, in the absence of manifest error, conclusive and binding on each Chargor.
- (b) Each Chargor must pay to the Security Agent, on the date of demand of same, the costs and expenses incurred by the Security Agent in connection with any such redemption and/or transfer, including the payment of any principal or interest.

15.6 Right of appropriation

To the extent that the provisions of the Financial Collateral Arrangements (No. 2) Regulations 2003 apply to a Charged Asset, the Security Agent shall have the right (following an Enforcement Event and without giving notice) to appropriate all or any part of that Charged Asset in or towards the payment or discharge of the Secured Obligations. For this purpose, a commercially reasonable method of valuing a Charged Asset shall be:

- (a) in the case of cash on account in an Account, the amount standing to the credit of that Account, together with any accrued interest, at the time of appropriation; and
- (b) in the case of any Investments, their market value determined by the Security Agent by reference to a public index, independent valuation or by such other process as the Security Agent may select.

15.7 Effect of Moratorium

The Security Agent shall not be entitled to exercise its rights under Clause 14.2 (*Enforcement*) or Clause 4.2 (*Conversion of floating charge to fixed Security*) where the right arises as a result of an Event of Default occurring solely due to any person obtaining or taking steps to obtain a moratorium pursuant to Schedule A1 of the Insolvency Act 1986.

16. APPOINTMENT OF RECEIVER OR ADMINISTRATOR

16.1 Appointment and removal

After this Security has become enforceable (or if requested by a Chargor) the Security Agent may by deed or otherwise (acting through an authorised officer of the Security Agent), without prior notice:

- (a) appoint one or more persons to be a Receiver of the whole or any part of the Charged Assets;
- (b) appoint two or more Receivers of separate parts of the Charged Assets;
- (c) remove (so far as it is lawfully able) any Receiver so appointed;
- (d) appoint another person(s) as an additional or replacement Receiver(s); or
- (e) appoint one or more persons to be an administrator of the Chargor(s).

16.2 Capacity of Receivers

Each person appointed to be a Receiver pursuant to Clause 16.1 (*Appointment and removal*) shall be:

- (a) entitled to act individually or together with any other person appointed or substituted as Receiver;
- (b) for all purposes deemed to be the agent of the Chargor(s) which shall be solely responsible for his acts, defaults and liabilities and for the payment of his remuneration and no Receiver shall at any time act as agent for the Security Agent; and
- (c) entitled to remuneration for his services at a rate to be fixed by the Security Agent from time to time (without being limited to the maximum rate specified by the Law of Property Act 1925).

16.3 Statutory powers of appointment

The powers of appointment of a Receiver shall be in addition to all statutory and other powers of appointment of the Security Agent under the Law of Property Act 1925 (as extended by this Security) or otherwise and such powers shall remain exercisable from time to time by the Security Agent in respect of any part of the Charged Assets.

17. POWERS OF RECEIVERS

Every Receiver shall (subject to any restrictions in the instrument appointing him but notwithstanding any winding-up or dissolution of the relevant Chargor) have and be entitled to exercise, in relation to the Charged Assets, and as varied and extended by the provisions of this Security (in the name of or on behalf of the relevant Chargor or in his own name and, in each case, at the cost of the relevant Chargor):

- (a) all the powers conferred by the Law of Property Act 1925 on mortgagors and on mortgagees in possession and on receivers appointed under that Act;
- (b) all the powers of an administrative receiver set out in Schedule 1 to the Insolvency Act 1986 (whether or not the Receiver is an administrative receiver);
- (c) all the powers and rights of an absolute owner and power to do or omit to do anything which the relevant Chargor itself could do or omit to do; and
- (d) the power to do all things (including bringing or defending proceedings in the name or on behalf of the relevant Chargor) which seem to the Receiver to be incidental or conducive to:
 - (i) any of the functions, powers, authorities or discretions conferred on or vested in him;
 - (ii) the exercise of any rights, powers and remedies of the Security Agent provided by or pursuant to this Security or by law (including realisation of all or any part of the assets in respect of which that Receiver was appointed); or
 - (iii) bringing to his hands any assets of the relevant Chargor forming part of, or which when got in would be, Charged Assets.

18. APPLICATION OF MONIES

All moneys received or recovered by the Security Agent or any Receiver pursuant to this Security or the powers conferred by it shall (subject to the claims of any person having prior rights thereto and by way of variation of the provisions of the Law of Property Act 1925) be applied:

- (i) prior to the Senior Discharge Date, in accordance with the Senior Intercreditor Agreement; and
- (ii) from and including the Senior Discharge Date, in accordance with the Subordination Agreement.

19. PROTECTION OF PURCHASERS

19.1 Consideration

The receipt of the Security Agent or any Receiver shall be conclusive discharge to a purchaser and, in making any sale or disposal of any of the Charged Assets or making any acquisition, the Security Agent or any Receiver may do so for such consideration, in such manner and on such terms as it thinks fit.

19.2 Protection of purchasers

No purchaser or other person dealing with the Security Agent or any Receiver shall be bound to inquire whether the right of the Security Agent or such Receiver to exercise any of its powers has arisen or become exercisable or be concerned with any propriety or validity on the part of the Security Agent or such Receiver in such dealings.

20. POWER OF ATTORNEY

20.1 Appointment and powers

Each Chargor by way of security irrevocably appoints the Security Agent and any Receiver severally to be its attorney and in its name, on its behalf and as its act and deed to execute, deliver and perfect all other documents and do all things which the attorney may consider to be required for:

- (a) carrying out any obligation imposed on such Chargor by this Security or any other agreement binding on such Chargor to which the Security Agent is party (including the execution and delivery of any deeds, charges, assignments or other security and any transfers of the Charged Assets and perfecting the security created or intended to be created in respect of the Charged Assets) and which such Chargor has been requested in writing by the Security Agent to do, but has not done within five Business Days of being notified by the Security Agent of such failure and being requested to comply; and
- (b) following the occurrence of an Enforcement Event, enabling the Security Agent and any Receiver to exercise, or delegate the exercise of, any of the rights, powers and authorities conferred on them by or pursuant to this Security or by law (including, after this Security has become enforceable in accordance with Clause 14 (*When Security becomes enforceable*), the exercise of any right of a legal or beneficial owner of the Charged Assets).

20.2 Exercise of power of attorney

The Security Agent and any Receiver may only exercise the power of attorney granted pursuant to Clause 20.1 (*Appointment and powers*) following:

- (a) the occurrence of an Enforcement Event; or
- (b) the failure by a Chargor to comply with any undertaking or obligation under this Debenture within five Business Days of being notified of that failure by the Security Agent.

20.3 Ratification

Each Chargor shall ratify and confirm all things done and all documents executed by any attorney in the exercise or purported exercise of all or any of his powers save in relation to any breach by the Security Agent of the provisions of Clause 20.2 (*Exercise of power of attorney*).

21. EFFECTIVENESS OF SECURITY

21.1 Continuing security

- (a) The Security shall remain in full force and effect as a continuing security for the Secured Obligations unless and until discharged by the Security Agent.
- (b) No part of the Security will be considered satisfied or discharged by an intermediate payment, discharge or satisfaction of the whole or any part of the Secured Obligations.

21.2 Cumulative rights

The Security shall be cumulative, in addition to and independent of every other Security Interest which the Security Agent or any Finance Party may at any time hold for the Secured Obligations or any other obligations or any rights, powers and remedies provided by law. No prior Security Interest held by the Security Agent (whether in its capacity as trustee or otherwise) or any of the other Finance Parties over the whole or any part of the Charged Assets shall merge into the Security.

21.3 No prejudice

The Security shall not be prejudiced by any unenforceability or invalidity of any other agreement or document or by any time or indulgence granted to any Chargor or any other person, or the Security Agent (whether in its capacity as trustee or otherwise) or any of the other Finance Parties or by any variation of the terms of the trust upon which the Security Agent holds the Security or by any other thing which might otherwise prejudice that Security.

21.4 Remedies and waivers

No failure on the part of the Security Agent to exercise, or any delay on its part in exercising, any rights, powers and remedies of the Security Agent provided by or pursuant to this Security, shall operate as a waiver of those rights, powers and remedies, nor shall any single or partial exercise of any such rights, powers and remedies preclude any further or other exercise of that or any other rights, powers and remedies.

21.5 Partial invalidity

If, at any time, any provision of this Security is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Security nor of such provision under the laws of any other jurisdiction shall in any way be affected or impaired thereby and, if any part of the security intended to be created by or pursuant to this Security is invalid, unenforceable or ineffective for any reason, that shall not affect or impair any other part of the security.

21.6 Waiver of defences

The obligations of, and the Security created by, each Chargor under this Security will not be affected by any act, omission, matter or thing which, but for this Clause 21.6, would reduce, release or prejudice any of its obligations under, or the Security created by, this Security and whether or not known to such Chargor or any Finance Party including:

- (a) any time, waiver or consent granted to, or composition with, any Obligor or other person;
- (b) the release of any other Obligor or any other person under the terms of any composition or arrangement with any creditor or any Obligor;
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or Security over assets of, any Obligor or other person or any non-presentment or non-observance of any formality or other requirement in respect of any instruments or any failure to realise the full value of any Security;
- (d) any incapacity or lack of powers, authority or legal personality of or dissolution or change in the members or status of, any Obligor or any other person;

- (e) any amendment, novation, supplement, extension (whether of maturity or otherwise) or restatement (in each case however fundamental and of whatsoever nature, and whether or not more onerous) or replacement of a Finance Document or any other document or security or of the Secured Obligations;
- (f) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security or of the Secured Obligations; and
- (g) any insolvency or similar proceedings.

21.7 Immediate recourse

Each Chargor waives any right it may have of first requiring a Finance Party (or any trustee or Security Agent on its behalf) to proceed against or enforce any other rights or Security or claim payment from any other person before claiming from such Chargor under this Security. This waiver applies irrespective of any law or any provision of this Debenture to the contrary.

21.8 Deferral of rights

Until the end of the Security Period, no Chargor will exercise any rights which it may have by reason of performance by it of its obligations under this Security:

- (a) to be indemnified by an Obligor;
- (b) to claim any contribution from any guarantor of any Obligor's obligations under this Security; and/or
- (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any right of the Finance Parties under this Security or of any other guarantee or Security taken pursuant to, or in connection with, this Security by any Finance Party.

21.9 Release of Chargors' right of contribution

If any Chargor ceases to be a Chargor in accordance with the terms of the Finance Documents for the purpose of any sale or other disposal of that Chargor:

- (a) that Chargor will be released by each other Chargor from any liability whatsoever to make a contribution to any other Guarantor arising by reason of the performance by any other Chargor of its obligations under the Finance Documents; and
- (b) each other Chargor will waive any rights it may have by reason of the performance of its obligations under the Finance Documents to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any right of any Finance Party or of any other security taken under, or in connection with, any Finance Document where the rights or security are granted by or in relation to the assets of the retiring Chargor.

21.10 Collateral Security

Where any Security Interest initially takes effect as a collateral or further Security Interest to another Security Interest intended to be constituted under this Security or which otherwise secures all or any part of the Secured Obligations to which a Chargor is a party then, despite any receipt, release or discharge endorsed on or given in respect of or under the second

mentioned Security Interest, the first mentioned Security Interest will operate as an independent Security Interest.

22. PRIOR SECURITY INTERESTS

- (a) In the event of any action, proceeding or step being taken to exercise any powers or remedies conferred by any prior ranking Security Interest against any of the Charged Assets or in case of exercise by the Security Agent or any Receiver of any power of sale under this Security, the Security Agent may redeem such prior Security Interest or procure the transfer thereof to itself.
- (b) The Security Agent may settle and agree the accounts of the prior Security Interest and any accounts so settled and passed will be conclusive and binding on the Chargors.
- (c) All principal monies, interest, costs, charges and expenses of and incidental to any redemption or transfer will be paid by the Chargors to the Security Agent on demand together with accrued interest thereon as well as before judgment at the rate from time to time applicable to unpaid sums specified in the Secured Subordinated Notes Facility Agreement from the time or respective times of the same having been paid or incurred until payment thereof (as well as after as before judgment).

23. SUBSEQUENT SECURITY INTERESTS

If the Security Agent or any of the other Finance Parties at any time receives or is deemed to have received notice of any subsequent Security Interest, assignment or transfer affecting the Charged Assets or any part of the Charged Assets which is prohibited by the terms of any Finance Document, all payments thereafter by or on behalf of any Chargor to the Security Agent will (in the absence of any express contrary appropriation by the Chargor) be treated as having been credited to a new account of such Chargor and not as having been applied in reduction of the Secured Obligations at the time that notice was received.

24. RELEASE

Upon the Final Discharge Date, the Security Agent shall, or shall procure that its appointees will, at the request and cost of the Chargors:

- (a) release the Charged Assets from this Deed; and
- (b) re assign the Charged Assets that have been assigned to the Security Agent under this Deed.

25. SUSPENSE ACCOUNTS

All monies received, recovered or realised by the Security Agent under this Security (including the proceeds of any conversion of currency) may in the discretion of the Security Agent be credited to any interest bearing suspense or impersonal account(s) maintained with a financial institution (including itself) for so long as it may think fit (the interest being credited to the relevant account) pending their application from time to time at the Security Agent's discretion, in or towards the discharge of any of the Secured Obligations.

26. NOTICES

Any communication under this Security shall be made and given in accordance with the terms of clause 35 (*Notices*) of the Secured Subordinated Notes Facility Agreement.

27. COUNTERPARTS

This Debenture may be executed in any number of counterparts and all of those counterparts taken together shall be deemed to constitute one and the same instrument.

28. GOVERNING LAW AND JURISDICTION

- (a) This Debenture and any non-contractual obligations arising out of or in connection with it are governed by and construed in accordance with English law.
- (b) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Debenture (including a dispute regarding the existence, validity or termination of this deed or any non-contractual obligations arising out of or in any way relating to this Debenture) (a “Dispute”).
- (c) The parties to this Debenture agree that the courts of England are the most appropriate and convenient courts to settle the Disputes and accordingly no party will argue to the contrary.

THIS DEBENTURE has been executed as, and is intended to take effect as, a deed by the Original Chargors and is delivered and has been signed by the Security Agent on the date written on the first page of this Debenture.

SCHEDULE 1 THE ORIGINAL CHARGORS

Name	Jurisdiction	Registered No.
Branas Isaf (Ashfield House) Limited	5761962	England & Wales
Branas Isaf (Bythnod & Hendre Llwyd) Limited	4826628	England & Wales
Branas Isaf (Dewis Cyfarfod & Cysgod Cyfarfod) Limited	4828115	England & Wales
Branas Isaf (Llyn Coed) Limited	4826774	England & Wales
Branas Isaf Personal Development Centre Limited	3744583	England & Wales
By The Bridge Limited	4050928	England & Wales
By The Bridge North West Limited	5448746	England & Wales
Cambian Asperger Syndrome Services Limited	4117476	England & Wales
Cambian Autism Services Limited	3449214	England & Wales
Cambian Childcare Limited	4280519	England & Wales
Cambian Childcare Properties Limited	5274924	England & Wales
Cambian Education Services Limited	5554772	England & Wales
Cambian Group Holdings Limited	8929407	England & Wales
Cambian Group Limited	8929371	England & Wales
Cambian Heritage I Limited	5150238	England & Wales
Cambian Heritage II Limited	3898254	England & Wales
Cambian Properties (U.K.) Limited	5554819	England & Wales
Cambian Signpost Limited	6253729	England & Wales

Cambian Whinfell School Limited	4617562	England & Wales
Caretech Community Services (No.2) Limited	3894564	England & Wales
Caretech Community Services Limited	2804415	England & Wales
Caretech Holdings Limited	4457287	England & Wales
Coveberry Limited	1208511	England & Wales
Delam Care Limited	2995783	England & Wales
Fostering Support Group Limited	2359399	England & Wales
Greenfields Adolescent Development Limited	4068839	England & Wales
Interact Care Limited	4822716	England & Wales
Lonsdale Midlands Limited	2834141	England & Wales
Oakleaf Care (Hartwell) Limited	5225317	England & Wales
One Step (Support) Limited	4534652	England & Wales
Park Foster Care Ltd	4861395	England & Wales
Prestwood Residential Homes Ltd	4129564	England & Wales
ROC Northwest Limited	5564417	England & Wales
Selborne Care Limited	5513162	England & Wales
Selwyn Care Limited	3737832	England & Wales
Spark of Genius (Training) Ltd.	SC196146	Scotland
TLC (Wales) Independent Fostering Limited	4824925	England & Wales
Branas Isaf (Holdings) Limited	04827227	England & Wales
By The Bridge Holdings Limited	05712186	England & Wales

Advanced Childcare Services Limited	07559570	England & Wales
Greenfields Care Group Ltd	04642100	England & Wales
Community Support Project Limited	05941774	England & Wales
Professional Integrated Care Services Limited	04771613	England & Wales
Cambian FS Limited	09501886	England & Wales
Outlook Fostering Services Limited	04357704	England & Wales
Spark of Genius Limited	SC479758	Scotland
Caretech Foster Care Limited	05185612	England & Wales

SCHEDULE 2 MATERIAL REAL PROPERTY

Name of New Chargor / Registered Proprietor	Address of Property	Freehold (FH) / Long Leasehold (LLH)	Title Number
Cambian Childcare Properties Limited (CRN:05274924)	The Fields, Great Ness, Shrewsbury, (SY4 2LE)	FH	SL49412
Cambian Childcare Properties Limited (CRN:05274924)	70 Vicarage Road, Brownhills, Walsall (WS8 6AR)	FH	WM398742
Cambian Childcare Properties Limited (CRN:05274924)	67 - 69 Queens Park Parade, Northampton (NN2 6LR)	FH	NN204965
Cambian Childcare Properties Limited (CRN:05274924)	69 Queens Park Parade, Northampton (NN2 6LR)	FH	NN210173
Cambian Childcare Properties Limited	3 Third Avenue, Nottingham (NG7 6JH)	FH	NT78630
Cambian Childcare Properties Limited (CRN:05274924)	Land on the south west side of Fairfields, Soulton Road, Wem, Shrewsbury	FH	SL181504
Cambian Childcare Properties Limited (CRN:05274924)	6 Victoria Avenue, Halesowen (B62 9BL)	FH	MM23945
Cambian Childcare Properties Limited (CRN:05274924)	7 Alexandra Road, Oldham (OL8 2BG)	LLH	LA261925
Cambian Childcare Properties Limited (CRN:05274924)	(1) Beech House, Fordham Road, Newmarket (CB8 7LF) (2) Land lying to the north west of Fordham Road, Exning, Newmarket	FH	(1) SK172341 (2) SK181860
Cambian Childcare Properties Limited (CRN:05274924)	164 Hereford Road, Shrewsbury (SY3 9LB)	FH	SL53685
Cambian Childcare Properties Limited (CRN:05274924)	42 East Road, Longsight, Manchester (M12 5QZ)	LLH	LA379979

Name of New Chargor / Registered Proprietor	Address of Property	Freehold (FH) / Long Leasehold (LLH)	Title Number
Cambian Childcare Properties Limited (CRN:05274924)	The Cooperage, 19 George Terrace, Bearpark, Durham (DH7 7AQ)	FH	DU97874
Cambian Childcare Properties Limited (CRN:05274924)	146 Underdale Road, Shrewsbury (SY2 5EG)	FH	SL67859
Cambian Childcare Properties Limited (CRN:05274924)	316 Stourbridge Road, Dudley (DY1 2EE)	FH	WM182827
Cambian Childcare Properties Limited (CRN:05274924)	94 Cleveland Road, Crumpsall Manchester (M8 4QY) Land on the north east side of 94 Cleveland Road, Manchester (M8 4QY)	FH	LA110065 GM114310
Cambian Childcare Properties Limited (CRN:05274924)	28 Rydal Avenue, Warrington (WA4 6AU)	FH	LA144423
Cambian Childcare Properties Limited (CRN:05274924)	Part of 59 Windsor Road, Oldham (OL8 4AL)	LLH	GM681307
Cambian Childcare Properties Limited (CRN:05274924)	103 Upper Normacot Road, Stoke-On-Trent (ST3 4QG)	FH	SF345651
Cambian Childcare Properties Limited (CRN:05274924)	1 Herbert Road, Smethwick (B67 5DD)	FH	WM288402
Cambian Childcare Properties Limited (CRN:05274924)	2 Barnhill Road, Kingskerswell, Newton Abbot (TQ12 5DE)	FH	DN97832
Cambian Childcare Properties Limited (CRN:05274924)	59 Queens Road, Wisbech (PE13 2PQ)	FH	CB193193
Cambian Childcare Properties Limited (CRN:05274924)	200 Cherry Tree Road, Blackpool (FY4 4PT)	LLH	LA423870

Name of New Chargor / Registered Proprietor	Address of Property	Freehold (FH) / Long Leasehold (LLH)	Title Number
Cambian Childcare Properties Limited (CRN:05274924)	Blowell House, Fulham Lane, Whitley, Goole (DN14 0JL)	FH	NYK421029
Cambian Childcare Properties Limited (CRN:05274924)	178 Regent Street, Nelson, (BB9 8SQ)	FH	LA869095
Cambian Childcare Properties Limited (CRN:05274924)	Barff Lodge, Mill Lane, Brayton, Selby (YO8 9LB)	FH	NYK101627
Cambian Childcare Properties Limited (CRN:05274924)	2 Brooklands Parade, Wolverhampton (WV1 2NJ)	FH	WM901630
Cambian Childcare Properties Limited (CRN:05274924)	148 Greenway Road, Runcorn (WA7 4NN)	FH	CH263412
Cambian Childcare Properties Limited (CRN:05274924)	33 Windmill Street, Church Gresley, Swadlincote (DE11 9PF)	FH	DY388457
Cambian Childcare Properties Limited (CRN:05274924)	1 Churchtown Drive, St Stephens, Saltash (PL12 4FB)	FH	CL360632
Cambian Childcare Properties Limited (CRN:05274924)	4 Fletcher Street, Warrington (WA4 6PY)	LLH	CH143158
Cambian Childcare Properties Limited (CRN:05274924)	(1) Creedy Mill, Kennerleigh, Crediton (EX17 4RU) (2) Land at Creedy Mill, Kennerleigh, Crediton (EX17 4RU)	FH	(1) DN204134 (2) DN679179
Cambian Childcare Properties Limited (CRN:05274924)	47 Fort Ann Road, Batley (WF17 6LS)	FH	WYK721921
Cambian Childcare Properties Limited (CRN:05274924)	11 Riverdale Road, Swinefleet, Goole (DN14 8BP)	FH	YEA11148

Name of New Chargor / Registered Proprietor	Address of Property	Freehold (FH) / Long Leasehold (LLH)	Title Number
Cambian Childcare Properties Limited (CRN:05274924)	571 Rooley Moor Road, Rochdale (OL12 7JG)	LLH	LA246758
Cambian Childcare Properties Limited (CRN:05274924)	2 Villa Walk, Birmingham (B19 2XJ)	FH	WM977517
Cambian Childcare Properties Limited (CRN:05274924)	2 Summit Street, Heywood (OL10 4RH)	FH	GM914242
Cambian Childcare Properties Limited (CRN:05274924)	29 Highfield Avenue, Farington, Leyland (PR25 4GP)	FH	LAN101210
Cambian Childcare Properties Limited	11A Fitzwalter Road, Woolston, Warrington (WA1 4BT)	FH	CH195652
Cambian Childcare Properties Limited (CRN:05274924)	Cranhill House, Lower Cranhill, Stratford Road, Bidford on Avon, Alcester (B50 4LN)	FH	WK380001
Cambian Childcare Properties Limited (CRN:05274924)	54 Halton View Road, Widnes (WA8 0TR)	FH	CH392042
Cambian Childcare Properties Limited (CRN:05274924)	13 Flitch Industrial Estate, Chelmsford Road, Dunmow (CM6 1XJ)	FH	EX559046
Cambian Childcare Properties Limited (CRN:05274924)	Russetts Court 3, Longmeadow, Clyst St Mary, Exeter (EX5 1BR)	FH	DN108765
Cambian Childcare Properties Limited (CRN:05274924)	144 Kings Acre Road, Hereford (HR4 0SD)	FH	HW94576
Cambian Childcare Properties Limited (CRN:05274924)	41 Sea View Drive, Scarborough (YO11 3HY)	FH	NYK156242
Cambian Childcare Properties Limited	9 Kingsway North, Warrington (WA1 3NL)	LLH	CH340265
Cambian Childcare Properties Limited (CRN:05274924)	29 Liverpool Road, Widnes (WA8 7ER)	FH	CH177303

Name of New Chargor / Registered Proprietor	Address of Property	Freehold (FH) / Long Leasehold (LLH)	Title Number
Cambian Childcare Properties Limited (CRN:05274924)	68 Billingbark Drive, Leeds (LS13 4RX)	FH	(1) WYK770618 (2) WYK345462
Cambian Childcare Properties Limited (CRN:05274924)	47 Lower House Lane, Widnes (WA8 7DX)	FH	CH432586
Cambian Childcare Properties Limited (CRN:05274924)	85 Pilsworth Road, Heywood (OL10 3BH)	LLH	GM230609
Cambian Childcare Properties Limited (CRN:05274924)	123 Fraser Street, Shaw, Oldham (OL2 7XP)	FH	GM450568
Cambian Childcare Properties Limited (CRN:05274924)	23 South Parade, Weston Point, Runcorn (WA7 4HZ)	FH	CH234079
Cambian Childcare Properties Limited (CRN:05274924)	1 Gordon Avenue, Manchester (M19 3WG)	FH	GM136868
Cambian Childcare Properties Limited (CRN:05274924)	41 Glentworth Avenue, Middlesbrough (TS3 0QH)	FH	CE128070
Cambian Childcare Properties Limited (CRN:05274924)	Country Park Tavern, Old Coppice Side, Heanor (DE75 7DJ)	FH	DY496742
Cambian Childcare Properties Limited (CRN:05274924)	27 Chalcot Grove, Handsworth	FH	WM302156
Cambian Childcare Properties Limited (CRN:05274924)	136 Seamer Road, Scarborough (YO12 4EY)	FH	NYK122536
Cambian Childcare Properties Limited (CRN:05274924)	Ryb Ab Dowr, Crows Nest, Liskeard (PL14 5JQ)	FH	CL66907
Cambian Childcare Properties Limited (CRN:05274924)	18 Chorley New Road, Lostock, Bolton (BL6 4AT)	LLH	(2) GM838675

Name of New Chargor / Registered Proprietor	Address of Property	Freehold (FH) / Long Leasehold (LLH)	Title Number
Cambian Childcare Properties Limited (CRN:05274924)	Fenton Grange, Broad Lane, Church Fenton, Tadcaster (LS24 9ST)	FH	NYK196108
Cambian Childcare Properties Limited (CRN:05274924)	51 Belle Vue Grove, Middlesbrough (TS4 2PZ)	FH	CE146018
Cambian Childcare Properties Limited (CRN:05274924)	Nene House, Watling Street, Towcester (NN12 6HN)	FH	NN120110
Cambian Childcare Properties Limited (CRN:05274924)	The Mews, Wem Lane, Soulton, Wem, Shrewsbury (SY4 5RT)	FH	SL147351
Cambian Childcare Properties Limited (CRN:05274924)	Hunley House, 42 Austendyke Road, Weston Hills, Spalding (PE12 6BX)	FH	LL124430
Cambian Childcare Properties Limited (CRN:05274924)	28 Broadway, Chilton Polden, Bridgwater (TA7 9DP)	FH	ST190162
Cambian Childcare Properties Limited (CRN:05274924)	30 Church Street, Arnold, Nottingham (NG5 8FB)	FH	NT113716
Cambian Childcare Properties Limited (CRN:05274924)	121 London Road, Newcastle (ST5 1ND)	FH	SF378933
Cambian Childcare Properties Limited (CRN:05274924)	11 Baileys Lane, Halewood, Liverpool (L26 2XB)	FH	MS36150
Caretech Community Services Limited (CRN: 02804415)	Burley Farm, Stonehouse Lane, Bringsty, Worcester (WR6 5TF)	FH	HE20269
Cambian Childcare Properties Limited (CRN:05274924)	12 Lunts Heath Road, Widnes (WA8 5RY)	FH	CH542601
Cambian Childcare Properties Limited (CRN:05274924)	2 Dunston Road, Hartlepool (TS26 0EN)	FH	CE77089

Name of New Chargor / Registered Proprietor	Address of Property	Freehold (FH) / Long Leasehold (LLH)	Title Number
Cambian Childcare Properties Limited (CRN:05274924)	(1) Mill Park House, Middle Pill, Saltash (PL12 6LQ) (2) Land lying to the southwest of Pill Lane, Middle Pill, Saltash	FH	(1) CL36308 (2) CL46740
Cambian Childcare Properties Limited (CRN:05274924)	261 Windsor Avenue, Gateshead (NE8 4PA)	FH	TY44843
Cambian Childcare Properties Limited (CRN:05274924)	41 Broad Road, Braintree (CM7 9RU)	FH	EX982413
Cambian Childcare Properties Limited (CRN:05274924)	26 Pentyre Terrace, Lipson, Plymouth (PL4 8RW)	FH	DN67109
Cambian Childcare Properties Limited (CRN:05274924)	18 Wyre Close, Paignton (TQ4 7RU)	FH	DN76541
Cambian Childcare Properties Limited (CRN:05274924)	Mere Bank House, Marton Road, Baschurch, Shrewsbury (SY4 2BT)	FH	SL231742
Cambian Childcare Properties Limited (CRN:05274924)	23 Lambert Road, Ribbleton, Preston (PR2 6YQ)	FH	LA331131
Cambian Childcare Properties Limited (CRN:05274924)	(1) 121 Trent Valley Road, Stoke-On-Trent (ST4 5HN)	FH	(1) SF227724
Cambian Childcare Limited (CRN:04280519)	(2) 121 Trent Valley Road, Stoke-On-Trent (ST4 5HN)	LH	(2) SF585548
Cambian Childcare Properties Limited (CRN:05274924)	9 Booth Road, Little Lever, Bolton (BL3 1JY) Garage 3 adjoining 9 Booth Road, Little Lever, Bolton (BL3 1JY)	LL/H LL/H	LA171245 GM876491
Cambian Childcare Properties Limited (CRN:05274924)	2 Appleton Road, Middlesbrough (TS5 5HS)	FH	CE85735 CE89314

Name of New Chargor / Registered Proprietor	Address of Property	Freehold (FH) / Long Leasehold (LLH)	Title Number
	Land at the back of 145 Acklam Road, Middlesbrough (TS5 5HR)		
Cambian Childcare Properties Limited (CRN:05274924)	Manor Cottage, Swinefleet Road, Goolc (DN14 8AB)	FH	HS120478
Cambian Childcare Properties Limited (CRN:05274924)	Ashlea, Brook House Lane, Stoke-On-Trent, (ST2 8ND)	FH	SF381221
Cambian Childcare Properties Limited (CRN:05274924)	70 Vicarage Road, Brownhills, Walsall (WS8 6AR)	FH	WM398742
(1) Cambian Heritage II Limited (CRN:03898254)	Land at the north west side of Grateley House School, Pond Lane, Grateley, Andover (SP11 8TA)	FH	(1) HP391002
(2) Cambian Asperger Syndrome Services Limited (CRN: 04117476)	Grateley House School, Pond Lane, Grateley, Andover (SP11 8TA)	FH	(2) HP602678
	Grateley House School, Pond Lane, Grateley, Andover (SP11 8TA)	LH	(3) HP724114
(1) Cambian Heritage II Limited (CRN:03898254)	Land at Southlands School, Vicars Hill, Lymington	FH	(1) IIP242560
(2) Cambian Asperger Syndrome Services Limited (CRN: 04117476)	Southlands School, Vicars Hill, Lymington (SO41 5QB)	FH	(2) IIP155636
	Southlands School, Vicars Hill, Lymington (SO41 5QB)	LH	(3) HP724102
(1) Cambian Heritage II Limited (CRN:03898254)	(1) Purbeck View School, Northbrook Road, Swanage (BH19 1PR)	FH	(1) DT264518
(2) Cambian Autism Services Limited (CRN: 3449214)	(2) Purbeck View School, Northbrook Road, Swanage (BH19 1PR)	LH	(2) DT377405
Cambian Heritage II Limited (CRN:03898254)	Spring Hill School, Palace Road, Ripon (HG4 3HN)	FH	NYK165978

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Name of New Chargor / Registered Proprietor	Address of Property	Freehold (FH) / Long Leasehold (LLH)	Title Number
(1) Cambian Heritage II Limited (CRN:03898254) (2) Cambian Autism Services Limited (CRN: 3449214)	(1) The Forum School, Shillingstone, Blandford Forum (DT11 0QS) (2) The Forum School, Shillingstone, Blandford Forum (DT11 0QS)	FH LH	(1) DT249158 (2) DT377419
Cambian Whinfell School Limited (CRN: 04617562)	Lufton Manor College, Yeovil (BA22 8ST)	FH	WS37406
Cambian Whinfell School Limited (CRN: 04617562)	New Elizabethan School, The Village, Hartlebury, Kidderminster (DY11 7TE)	LH	WR151936
Cambian Whinfell School Limited (CRN: 04617562)	Dilston College and land lying to the east of Earls Bridge, Corbridge (NE45 5RJ)	FH	ND161555
CareTech Community Services Limited (CRN:02804415)	3 Margaret Road, Harrogate	FH	NYK32990
CareTech Community Services Limited (CRN:02804415)	Morven House, The Causeway, Potters Bar (EN6 5HA)	LLH	HD314731
CareTech Community Services Limited (CRN:02804415)	119 Cardigan Road, Bridlington (YO15 3LP)	FH	HS4958
CareTech Community Services Limited (CRN:02804415)	115 Cross Keys Lane, Hadley, Telford (TF1 5LS)	FH	SL36489
CareTech Community Services Limited (CRN:02804415)	25 Garrards Road, Streatham, London (SW16 1JS)	LLH	TGL443329

Name of New Chargor / Registered Proprietor	Address of Property	Freehold (FH) / Long Leasehold (LLH)	Title Number
CareTech Community Services Limited (CRN:02804415)	42 Hollow Lane, Shinfield, Reading (RG2 9BT)	LLH	BK474829
CareTech Community Services Limited (CRN:02804415)	Faycroft, New Street, St Georges, Telford (TF2 9AP)	FH	SL172113
CareTech Community Services Limited (CRN:02804415)	Hunters Lodge, 196 High Street, Rickmansworth (WD3 1BD)	LLH	HD551708
CareTech Community Services Limited (CRN:02804415)	16 Vancouver Road, London (SE23 2AF)	LLH	TGL443356
CareTech Community Services Limited (CRN:02804415)	55 Chaucer Road, Bedford (MK40 2AL)	LLH	BD305922
CareTech Community Services Limited (CRN:02804415)	139 Canterbury Road, Hawkinge, Folkestone (CT18 7AX)	FH	K209107
CareTech Community Services Limited (CRN:02804415)	82 Chaucer Road, Bedford (MK40 2AP)	LLH	BD305923
CareTech Community Services Limited (CRN:02804415)	66 Park Lane, Fareham (PO16 7LB)	FH	HP138696
CareTech Community Services Limited (CRN:02804415)	87 Bouncers Lane, Prestbury, Cheltenham (GL52 5JB)	FH	GR155130
CareTech Community Services Limited (CRN:02804415)	Laburnums, 19 Haybridge Road, Hadley, Telford (TF1 5LR)	FH	SL27959
CareTech Community Services Limited (CRN:02804415)	48 Castle Street, Hadley, Telford (TF1 5RA)	FH	SL48806
CareTech Estates Limited (CRN:05964868)	52 Gloucester Road, Cheltenham (GL51 8PA)	FH	GR80127

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Name of New Chargor / Registered Proprietor	Address of Property	Freehold (FH) / Long Leasehold (LLH)	Title Number
CareTech Estates Limited (CRN:05964868)	33 Radnor Road, Cheltenham (GL51 3JN)	FH	GR20020
CareTech Community Services Limited (CRN:02804415)	126 Regent Road, Stoke-on-Trent (ST1 3AY)	FH	SF258586
CareTech Community Services Limited (CRN:02804415)	971 Lightwood Road, Stoke-on-Trent (ST3 7NE)	FH	SF103443
CareTech Community Services Limited (CRN:02804415)	4 Shirley Road, Stoke-on-Trent (ST1 4DT)	FH	SF294356
CareTech Community Services Limited (CRN:02804415)	123 Regent Road, Stoke-on-Trent (ST1 3BL)	FH	SF79639
CareTech Community Services Limited (CRN:02804415)	2 Harding Road, Stoke-on-Trent (ST1 3BQ)	FH	SF312414
CareTech Community Services Limited (CRN:02804415)	63 and, 65 Lily Street, Newcastle (ST5 0BU)	FH	SF485060
CareTech Community Services Limited (CRN:02804415)	125 Regent Road, Stoke-on-Trent (ST1 3BL)	FH	SF242585
Lonsdale Midlands Limited (CRN:02834141)	290 Newton Road, Great Barr, Birmingham (B43 6QU)	FH	SF73226
Lonsdale Midlands Limited (CRN:02834141)	1, 3, 5 New Street North, West Bromwich (B71 4AQ)	FH	SF71856
Lonsdale Midlands Limited (CRN:02834141)	(1) 120 Dudley Street, West Bromwich (B70 9AJ) (2) 118 Dudley Street, West Bromwich (B70 9AJ)	FH	(1) WM147591 (2) WM58879
Lonsdale Midlands Limited (CRN:02834141)	83 Furnace Parade, Tipton (DY4 9BB)	FH	SF6711
Prestwood Residential Homes Limited (CRN:04129564)	Y Gilwen, Maesincla Lane, Caernarfon (LL55 1DD)	FH	WA804499

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Name of New Chargor / Registered Proprietor	Address of Property	Freehold (FH) / Long Leasehold (LLH)	Title Number
Prestwood Residential Homes Limited (CRN:04129564)	2 Ffordd Siabod, Y Felinheli (LL56 4XA)	FH	WA750814
Prestwood Residential Homes Limited (CRN:04129564)	Lynvor, Tyn-Y-Gongl (LL74 8PY)	FH	WA644146
Prestwood Residential Homes Limited (CRN:04129564)	36 Trinity Avenue, Llandudno (LL30 2TQ)	FH	WA672563
Selborne Care Limited (CRN: 05513162)	36-37 South Road, Smethwick (B67 7BU)	FH	WM430984
Selborne Care Limited (CRN: 05513162)	34 Selborne Road, Birmingham (B20 2DW)	FH	WM114045
Selborne Care Limited (CRN: 05513162)	5 Tiverton Drive, Nuneaton (CV11 6YJ)	FH	WK293158
Selborne Care Limited (CRN: 05513162)	66 Eros Crescent, Stoke-on-Trent (ST1 6RN)	FH	SF139763
Selborne Care Limited (CRN: 05513162)	193 Crownhill Road, Plymouth (PL5 3SN)	FH	DN62136
Selborne Care Limited (CRN: 05513162)	1 Holendene Way, Wombourne, Wolverhampton (WV5 8EP)	FH	SF462569
Selborne Care Limited (CRN: 05513162)	Highland House, 11 Erme Road, Ivybridge (PL21 0AB)	FH	DN255949

SCHEDULE 3 SHARES

Chargor	Name of company in which shares are held	Class of shares held	Number of shares held
Branas Isaf Personal Development Centre Limited	Branas Isaf (Ashfield House) Limited	ordinary share	1
	Branas Isaf (Bythnod & Hendre Llwyd) Limited	ordinary share	1
	Branas Isaf (Dewis Cyfarfod & Cysgod Cyfarfod) Limited	ordinary share	1
	Branas Isaf (Llyn Coed) Limited	ordinary share	1
Cambian Childcare Limited	Interact Care Limited	ordinary share	9,999
Cambian Education Services Limited	Cambian Asperger Syndrome Services Limited	ordinary shares	2
	Cambian Autism Services Limited	ordinary shares	2
	Cambian Whinfell School Limited	ordinary shares	100
	Cambian Properties (U.K.) Limited	ordinary shares	33,801,554
Cambian Group Holdings Limited	Advanced Childcare Services Limited	ordinary shares	78,794,180
	Cambian Signpost Limited	ordinary shares	105,000
	Cambian Education Services Limited	ordinary shares	84,363,385
	Cambian FS Limited	ordinary shares	1
Cambian Group Limited	Cambian Group Holdings Limited	ordinary shares	2,600,001
Cambian Heritage I Limited	Cambian Heritage II Limited	ordinary shares	93,002
Cambian Properties (U.K.) Limited	Cambian Heritage I Limited	ordinary shares	4,637,138
Caretech Community Services Limited	Branas Isaf (Holdings) Limited	ordinary share	1

	CareTech Community Services (No.2) Limited	ordinary share	1
	Coveberry Limited	ordinary shares	21,739
	Delam Care Limited	ordinary shares	2
	Greenfields Care Group Ltd	ordinary shares	102
	Lonsdale Midlands Limited	ordinary shares	100
	Oakleaf Care (Hartwell) Limited	ordinary shares	810
	Outlook Fostering Services Limited	ordinary shares	100
	Park Foster Care Ltd	ordinary shares	100
	Prestwood Residential Homes Ltd	ordinary shares	1,200
	ROC Northwest Limited	Ordinary A Shares Ordinary B Shares	120 7
	Selborne Care Limited	ordinary shares	24
Caretech Holdings Limited	Selwyn Care Limited	ordinary share	37,626
	Cambian Group Limited	ordinary share	186,110,742
	CareTech Community Services Limited	ordinary share	248,470
Community Support Project Limited	Community Support Project Limited	ordinary share	100
Branas Isaf (Holdings) Limited	Branas Isaf Personal Development Centre Limited	ordinary share	99
By The Bridge Holdings Limited	By the Bridge Limited	Ordinary 'A' Shares	3
		Ordinary 'B' Shares	19
		Ordinary 'C' Shares	15

	By the Bridge North West Limited	ordinary shares	100
Advanced Childcare Services Limited	Cambian Childcare Limited	ordinary shares	52,161
	Cambian Childcare Properties Limited	ordinary shares	638,717
Greenfields Care Group Ltd	Greenfields Adolescent Development Limited	ordinary shares	4
Community Support Project Limited	One Step (Support) Limited	ordinary shares	100
Professional Integrated Care Services Limited	TLC (Wales) Independent Fostering Limited	ordinary shares	100
Cambian Fs Limited	By the Bridge Holdings Limited	ordinary shares	958,432
Outlook Fostering Services Limited	CareTech Foster Care Limited	ordinary shares	250
	Professional Integrated Care Services Limited	ordinary shares	100
Caretech Foster Care Limited	Fostering Support Group Limited	ordinary shares	1,000
		ordinary B shares	10

SCHEDULE 4 MATERIAL INTELLECTUAL PROPERTY

None at the date of this Debenture

SCHEDULE 5 MATERIAL INSURANCE POLICIES

None at the date of this Debenture

SCHEDULE 6 LEASES

Part 1 : Notice of Charge of Material Lease

To: [Insert name and address of Headlease Holder]

Date: [●]

Dear Sirs

We give you notice that, by a debenture dated [●] (the “Debenture”), we charged to [insert name of Security Agent] (the “Security Agent”) (as trustee for the Secured Parties) all our right, interests and benefits in, to and under [the [describe Material Lease] dated [●] between [●] and [●] relating to [●] (including all monies payable thereunder and the proceeds of all claims and judgments for breach of covenant) (the “Lease”).]

We will remain liable to perform all our obligations under the Lease and the Security Agent is under no obligation of any kind whatsoever under the Lease nor under any liability whatsoever in the event of any failure by us to perform our obligations under the Lease.

If the security constituted by the Debenture becomes enforceable, the Security Agent may notify you of such event (an “Enforcement Notice”).

Please note that immediately following your receipt of an Enforcement Notice:

1. all remedies provided for under the Lease or available at law or in equity are exercisable by the Security Agent;
2. all rights to compel performance of the Lease are exercisable by the Security Agent;
3. all rights, interests and benefits whatsoever accruing to or for the benefit of us arising under the Lease belong to the Security Agent;
4. all amounts payable by you in relation to the Lease shall be payable directly to (or at the direction of) the Security Agent; and
5. you are authorised to disclose information in relation to the Lease to the Security Agent.

This letter may only be revoked with the prior written consent of the Security Agent.

This letter is governed by and will be construed in accordance with the laws of England.

Please confirm your agreement to the above by signing the enclosed acknowledgement and returning it to the Security Agent (at [insert name & address of Security Agent]) with a copy to us.

Yours faithfully

.....
[Insert name of relevant Chargor]

Part 2 : Acknowledgement of Notice of Charge

To: [Insert name of Security Agent]
as Security Agent

Date: [●]

Dear Sirs

We confirm receipt from [●] (the “Chargor”) of a notice dated [●] of a charge by way of [fixed charge] upon the terms of a debenture dated [●] (the “Debenture”) to [insert name of Security Agent] (the “Security Agent”) (as trustee for the Secured Parties) of all the Chargor’s right, interest and benefit in, to and under the Lease (as specified in that notice) to which we are a party (the “Notice”).

We confirm that we have not received notice of:

- (a) any assignment or charge of or over any of the rights, interests and benefits specified in the Notice; or
- (b) the interest of any third party in any of the rights, interests and benefits specified in the Notice.

We further confirm that:

1. following our receipt of an Enforcement Notice, no amendment, waiver or release of any such rights, interests and benefits will be effective without the prior written consent of the Security Agent;
2. following our receipt of an Enforcement Notice, no termination of such rights, interests or benefits will be effective unless we have given the Security Agent 21 days’ written notice of the proposed termination and specifying the action necessary to avoid such termination;
3. the Chargor will remain liable to perform all its obligations under the Lease and the Security Agent is under no obligation of any kind whatsoever under the Lease nor under any liability whatsoever in the event of any failure by the Chargor to perform its obligations under the Lease; and
4. no breach or default on the part of the Chargor of any of the terms of such Lease will be deemed to have occurred unless we have given notice of such breach to the Security Agent specifying how to make good such breach.

We unconditionally and irrevocably waive all rights of set-off, counter-claim and similar rights (however described) which we may have now or in the future to the extent that such rights relate to amounts owed to us by the Chargor.

This letter is governed by and will be construed in accordance with the laws of England.

Yours faithfully

.....
[Headlease Holder]

SCHEDULE 7 ACCOUNTS

Part 1 : Notice of Security over Accounts

To: [Insert name and address of bank/building society/financial institution]

Date: [●]

Dear Sirs

We give you notice that, by a debenture dated [●] (the “Debenture”), the companies identified in the schedule to this notice (the “Customers”) have charged to [insert name of Security Agent] (the “Security Agent”) as trustee for the Secured Parties any accounts and all monies (including interest) from time to time standing to the credit of those accounts identified in the schedule to this notice (the “Charged Accounts”) and to all interest (if any) accruing thereon.

If the security constituted by the Debenture becomes enforceable, the Security Agent may notify you of such event (an “Enforcement Notice”).

We irrevocably instruct and authorise you:

- (a) following receipt of an Enforcement Notice (or at any time in respect of any blocked Charged Account), to hold all monies from time to time standing to the credit of the Charged Accounts to the order of the Security Agent and to pay all or any part of those monies to the Security Agent (or as it may direct) promptly; and
- (b) to disclose to the Security Agent (without any reference to or further authority from us and without any inquiry by you as to the justification for such disclosure) such information relating to the Customers or the Charged Accounts which the Security Agent may from time to time request you to disclose to it.

We also give you notice that:

- the Security Agent will have sole signing rights to those Charged Accounts which are identified as “blocked” accounts in the schedule to this notice and therefore the Customers may not withdraw any monies from such accounts without having obtained the prior written consent of the Security Agent;
2. the Customers may make withdrawals from those Charged Accounts which are identified as “not blocked” accounts in the schedule below until such time as the Security Agent shall notify you in writing that their permission is withdrawn; and
 3. the provisions of this notice may only be revoked or varied with the prior written consent of the Security Agent.

This letter is governed by and will be construed in accordance with the laws of England.

Please confirm your agreement to the above by signing the enclosed acknowledgement of this notice and returning to the Security Agent (at [insert name & address of Security Agent]) with a copy to us.

Yours faithfully

.....
[Insert name of the charging company]

[For and on behalf of [●] as agent for and on behalf of all of the Customers]

Schedule

Customer	Account Number	Sort Code	Status
[●]	[●]	[●]	[not] blocked

Part 2 : Acknowledgement of Security by Account Bank

To: *[Insert name of Security Agent]*
 as Security Agent

Date: [●]

Dear Sirs

We confirm receipt from *[insert name of charging company]* (the “Chargor”) of a notice dated [●] of **a charge upon the terms of a debenture dated [●] (the “Debenture”)** of all monies (including interest) from time to time standing to the credit of the Charged Accounts specified in the notice. Terms defined in such notice shall have the same meaning in this acknowledgement (the “Notice”).

We agree to act in accordance with the provisions of the Notice.

We unconditionally and irrevocably waive all rights of set-off, lien, combination or consolidation of accounts, security in respect of any Charged Account and similar rights (however described) which we may have now or in the future in respect of any Charged Account or the balance thereon to the extent that such rights relate to amounts owed to us by any Customer.

We confirm that we have not received notice of the interest of any third party in any Charged Account.

This letter is to be governed by and will be construed in accordance with the laws of England.

Yours faithfully

.....
[Insert name of account bank]

SCHEDULE 8 INSURANCE POLICIES

Part 1 : Notice of Assignment of Material Insurance Policies

To: [Insert name and address of insurer]

Date: [●]

Dear Sirs

We give you notice that, by a debenture dated [●] (the “Debenture”), we charged by way of assignment to [insert name of Security Agent] (the “Security Agent”) (as trustee for the Secured Parties) all our right, interests and benefits in, to and under the [describe Material Insurance Policy] with policy number [insert policy number] effected by us or whomsoever (including all monies payable thereunder, proceeds of all claims, awards and judgments) and all other insurances entered into supplemental to or in replacement of such policy of insurance (the “Policy”).

We will remain liable to perform all our obligations under the Policy and the Security Agent is under no obligation of any kind whatsoever under the Policy nor under any liability whatsoever in the event of any failure by us to perform our obligations under the Policy.

If the security constituted by the Debenture becomes enforceable, the Security Agent may notify you of such event (an “Enforcement Notice”).

Please note that immediately following your receipt of an Enforcement Notice:

1. all remedies provided for under the Policy or available at law or in equity are exercisable by the Security Agent;
2. all rights to compel performance of the Policy are exercisable by the Security Agent;
3. all rights, interests and benefits whatsoever accruing to or for the benefit of us arising under the Policy belong to the Security Agent;
4. all amounts payable by you in relation to the Policy shall be payable directly to (or at the direction of) the Security Agent; and
5. you are authorised to disclose information in relation to the Policy to the Security Agent.

This letter may only be revoked with the prior written consent of the Security Agent.

This letter is governed by and will be construed in accordance with the laws of England.

Please confirm your agreement to the above by signing the enclosed acknowledgement and returning it to the Security Agent (at [insert name & address of Security Agent]) with a copy to us.

Yours faithfully

.....
[Insert name of charging company]

Part 2 : Acknowledgement of Assignment by Insurer

To: [Insert name of Security Agent]
as Security Agent

Date: [●]

Dear Sirs

We confirm receipt from [insert name of charging company] (the “Chargor”) of a notice dated [●] of a charge by way of **assignment upon the terms of a debenture** dated [●] (the “Debenture”) to [insert name of Security Agent] (the “Security Agent”) (as trustee for the Secured Parties) of all the Chargor’s right, interest and benefit in, to and under the Policy (as specified in that notice) to which we are a party (the “Notice”).

We confirm that:

1. we have not received notice of:
 - (a) any assignment or charge of or over any of the rights, interests and benefits specified in the Notice; or
 - (b) the interest of any third party in any of the rights, interests and benefits specified in the Notice;
2. we acknowledge the terms of the Notice and will act in accordance with its provisions;
3. we have noted the interests of the Security Agent on the Policy;
4. we will notify the Security Agent of any claim paid out by us under the Policy; and
5. no breach or default on the part of the Chargor of any of the terms of such Policy will be deemed to have occurred unless we have given notice of such breach to the Security Agent specifying how to make good such breach.

We unconditionally and irrevocably waive all rights of set-off, counter-claim and similar rights (however described) which we may have now or in the future to the extent that such rights relate to amounts owed to us by the Chargor.

This letter is governed by and will be construed in accordance with the laws of England.

Yours faithfully

.....
[Insurer]

SCHEDULE 9 SPECIFIC CONTRACTS

Part 1 : Notice of Assignment of Specific Contracts

To: [Insert name of Counterparty/ies]

Date: [●]

Dear Sirs,

We give you notice **that, by a debenture dated [●] (the “Debenture”)**, we charged by way of assignment to [insert name of Security Agent] (the “**Security Agent**”) (as trustee for the Secured Parties) all our right, interests and benefits in, to and under the [describe Specific Contract] (including all monies payable thereunder) (the “**Contract**”).

We will remain liable to perform all our obligations under the Contract and the Security Agent is under no obligation of any kind whatsoever under the Contract nor under any liability whatsoever in the event of any failure by us to perform our obligations under the Contract.

If the security constituted by the Debenture becomes enforceable, the Security Agent may notify you of such event (an “**Enforcement Notice**”).

Please note that immediately following your receipt of an Enforcement Notice:

1. all remedies provided for under the Contract or available at law or in equity are exercisable by the Security Agent;
2. all rights to compel performance of the Contract are exercisable by the Security Agent;
3. all rights, interests and benefits whatsoever accruing to or for the benefit of us arising under the Contract belong to the Security Agent;
4. all amounts payable by you in relation to the Contract shall be payable directly to (or at the direction of) the Security Agent; and
5. you are authorised to disclose information in relation to the Contract to the Security Agent.

This letter may only be revoked with the prior written consent of the Security Agent.

This letter is governed by and will be construed in accordance with the laws of England.

Please confirm your agreement to the above by signing the enclosed acknowledgement and returning it to the Security Agent (at [insert name & address of Security Agent]) with a copy to us.

Yours faithfully

.....
[Insert name of charging company]

Part 2 : Acknowledgement of Assignment by Counterparty

To: *[Insert name of Security Agent]*
as Security Agent

Date: [●]

Dear Sirs

We confirm receipt from [●] (the “Chargor”) of a notice dated [●] of a charge by way of assignment upon the terms of a debenture dated [●] (the “Debenture”) to *[insert name of Security Agent]* (the “Security Agent”) (as trustee for the Secured Parties) of all the Chargor’s right, interest and benefit in, to and under the Contract (as specified in that notice) to which we are a party (the “Notice”).

We confirm that we have not received notice of:

- (a) any assignment or charge of or over any of the rights, interests and benefits specified in the Notice; or
- (b) the interest of any third party in any of the rights, interests and benefits specified in the Notice.

We confirm that we acknowledge the terms of the Notice and will act in accordance with its provisions.

We unconditionally and irrevocably waive all rights of set-off, counter-claim and similar rights (however described) which we may have now or in the future to the extent that such rights relate to amounts owed to us by the Chargor.

This letter is governed by and will be construed in accordance with the laws of England.

Yours faithfully

.....
[Insert name of counterparty]

SCHEDULE 10 FORM OF SECURITY ACCESSION DEED

THIS SECURITY ACCESSION DEED is dated [●] and is made between:

- (1) [AMALFI CLEANCO LIMITED] (registered in England and Wales with registered number [●] and with its registered address at [●]) for itself and for the Chargors (the “Senior Parent”);
- (2) [●] (registered in England and Wales with registered number [●] and with its registered address at [●]) (the “Additional Chargor”); and
- (3) GLAS Trust Corporation Limited as security trustee for itself and the other Secured Parties (the “Security Agent”).

WHEREAS

- (A) This Security Accession Deed is supplemental to a debenture dated [●] between, among others, the Senior Parent and the Security Agent (the “Debenture”) and the Additional Chargor intends to accede to the Debenture as a Chargor.
- (B) The Additional Chargor has also entered into a Accession Deed to the Secured Subordinated Notes Facility Agreement on or about the date of this Security Accession Deed and by doing so appoints the Senior Parent as its agent on the terms set out in the Security Accession Deed.
- (C) The Additional Chargor is required to enter into this Security Accession Deed as a condition of the Finance Documents.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Save to the extent otherwise defined in this Security Accession Deed, terms defined in the Debenture have the same meaning when used in this Security Accession Deed.

1.2 Interpretation

Clauses 1.2 (*Terms defined in other Finance Documents*), 1.3 (*Construction*), 1.4 (*Debenture/Senior Group Debenture*), 1.5 (*Senior Interc Creditor Agreement and Subordination Agreement*), 1.6 (*Disposition of property*), 1.7 (*Clawback*), 1.8 (*Third Party Rights*), 1.9 (*Deed*) and 1.10 (*Senior Parent*) of the Debenture are incorporated in this Security Accession Deed as if they were set out in full in this Security Accession Deed, but so that references in those Clauses to “this Debenture” shall be construed as reference to this Security Accession Deed.

2. ACCESSION OF ACCEDING CHARGOR

2.1 Accession

The Additional Chargor agrees to be a Chargor for the purposes of the Debenture with immediate effect and agrees to be bound by all the terms of the Debenture (including to make the representations and warranties and comply with the undertakings set out therein) as if it had originally been a party to it.

2.2 Covenant to pay

The Additional Chargor covenants with the Security Agent, as security trustee for the Secured Parties, to pay, discharge and satisfy the Secured Obligations when they become due for payment and discharge in accordance with their respective terms.

3. FIXED SECURITY

3.1 General

All Security created by the Additional Chargor under this Clause 3 and Clause 4 (*Floating Charge*) is:

- (a) granted in favour of the Security Agent as security trustee for the Secured Parties;
- (b) continuing security for the payment, discharge and performance of the Secured Obligations (regardless of any intermediate payment);
- (c) subject to any Permitted Security, granted with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 (but no covenant shall be implied by such grant which is disapplied under Clause 12.1 (*Implied covenants for title*) of the Debenture);
- (d) granted in respect of all the right, title and interest (if any), present and future, of the Additional Chargor in and to the relevant Charged Asset; and
- (d) prior to the Senior Discharge Date, subordinated to the Security created under the Senior Group Debenture in accordance with the Senior Intercreditor Agreement.

3.2 Legal mortgage

Subject to Clause 6 (*Third party consents for Leases*), the Additional Chargor charges by way of legal mortgage the Material Real Property (including the Real Property specified in Schedule 2 (*Material Real Property*)) to this Security Accession Deed).

3.3 Assignment by way of Security

- (a) The Additional Chargor assigns and agrees to assign absolutely (to the extent not validly and effectively charged by way of legal mortgage pursuant to Clause 3.2 (*Legal mortgage*)) and to the fullest extent assignable or capable of assignment without infringing any contractual provision restricting the same:
 - (i) the proceeds of any Material Insurance Policies; and
 - (ii) each Specific Contract.
- (b) The Additional Chargor shall remain liable to perform all its obligations under the assets described in paragraph (a) above.
- (c) Notwithstanding the other terms of this Clause 3.3, prior to the occurrence of an Enforcement Event, the Additional Chargor may, subject to the other terms of the Finance Documents, continue to exercise all and any of its rights under and in connection with the Specific Contracts and the Material Insurance Policies.

3.4 Fixed charges

The Additional Chargor (to the extent not validly and effectively charged by way of legal mortgage pursuant to Clause 3.2 (*Legal mortgage*) or assigned pursuant to Clause 3.3 (*Assignment by way of Security*)) charges:

- (a) subject to Clause 6 (*Third party consents for Leases*), the Material Real Property by way of fixed charge;
- (b) by way of fixed charge, the Accounts;
- (c) by way of fixed charge, its book and other debts and monetary claims owing to it and any proceeds of those debts and claims and all Related Rights;
- (d) by way of fixed charge, the Material Intellectual Property;
- (e) by way of fixed charge, the Plant and Machinery;
- (f) by way of fixed charge, any goodwill and rights and claims in relation to its uncalled share capital;
- (g) by way of fixed charge, the Investments;
- (e) by way of fixed charge, any beneficial interest, claim or entitlement it has to any pension fund now or in the future; and
- (f) by way of fixed charge, each of the assets which are specified in Clause 3.3 (*Assignment by way of Security*).

3.5 Fixed security

- (a) Clause 3.2 (*Legal mortgage*), Clause 3.3 (*Assignment by way of Security*) and 3.4 (*Fixed charges*) shall be construed as creating a separate and distinct mortgage, fixed charge or security assignment over each relevant asset within any particular class of assets specified in this Security Accession Deed. Any failure to create effective fixed security (for whatever reason) over an asset shall not affect the fixed nature of the security on any other asset, whether within the same class of assets or not.
- (b) No representation or warranty is given by any Chargor in relation to the creation of the Security pursuant to Clause 3.2 (*Legal mortgage*), Clause 3.3 (*Assignment by way of Security*) and 3.4 (*Fixed charges*) in respect of assets situated in Scotland or governed by Scots law.

4. FLOATING CHARGE

4.1 Floating charge

- (a) The Additional Chargor charges by way of floating charge all its present and future assets and undertaking other than assets effectively charged by way of legal mortgage or fixed charge or assigned under Clauses 3.2 (*Legal mortgage*), 3.3 (*Assignment by way of Security*) or 3.4 (*Fixed charges*) respectively, but including for the avoidance of doubt all of its assets situated in Scotland or governed by Scots law.
- (b) The floating charge created by paragraph (a) above is a qualifying floating charge and paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to such floating charge.

4.2 Conversion of floating charge to fixed Security

- (a) The Security Agent (subject to applicable law) may at any time by notice to the Additional Chargor convert the floating charge constituted under Clause 4.1 (*Floating charge*) with immediate effect into a fixed charge as regards any asset which is the subject of the floating charge or which is specified in the notice if:
 - (i) this Security Accession Deed is enforceable in accordance with Clause 14 (*When Security becomes enforceable*) of the Debenture;
 - (ii) the Security Agent reasonably considers that any of the Charged Assets is or may be in jeopardy or in danger of being seized or sold pursuant to any form of legal process;
 - (iii) the Security Agent reasonably in good faith considers it desirable in order to protect the priority of the Security constituted by the floating charge created by Clause 4.1 (*Floating charge*); or
 - (iv) an Event of Default under clause 24.7 (*Insolvency Proceedings*) of the Secured Subordinated Notes Facility Agreement is continuing.
- (b) In addition, without prejudice to any rule of law which may have a similar effect, the floating charge constituted under Clause 4.1 (*Floating charge*) will (subject to applicable law) automatically be converted (without notice) with immediate effect into a fixed charge as regards all Charged Assets which are subject to the floating charge and which are referred to in paragraphs (i) to (iii) below or owned by the relevant member of the Group in respect of which the event referred to at paragraph (iv) below has occurred:
 - (i) the Additional Chargor creates (or attempts or takes any steps to create) any Security Interest over any Charged Asset (save as expressly permitted under the Secured Subordinated Notes Facility Agreement);
 - (ii) the Additional Chargor disposes (or attempts or takes any steps to dispose) of all or any of the Charged Assets (save as expressly permitted under the Secured Subordinated Notes Facility Agreement);
 - (iii) any person levies (or attempts or takes any steps to levy) any distress, attachment, sequestration, execution or other process against any Charged Asset (which is not discharged within two Business Days); or
 - (iv) an Administration Event occurs.

5. Consent of existing charging companies

The Senior Parent agrees (for itself and each Additional Chargor) to the terms of this Security Accession Deed and agrees that its execution will in no way prejudice or affect any Security granted by any Additional Chargor by or under the Debenture (or any other Security Accession Deed or Mortgage).

6. Third party consents for Leases

- (a) If under the terms of a Lease any Additional Chargor is not permitted to charge or assign its interest in such Material Real Property (either absolutely or without the

consent of the landlord) (a “Restricted Property”) it undertakes to use all reasonable endeavours to obtain such consent to the creation of the charges envisaged by Clause 3.2 (*Legal mortgage*) for a period of:

- (i) for 30 days from the date of this Security Accession Deed; or
- (ii) in relation to any such Restricted Property that does not already constitute Mortgaged Property pursuant to 3.2 (*Legal mortgage*) but is a Material Real Property, 60 days from delivery of the relevant Mandatory Valuation,

and until such time as consent is obtained, the Restricted Property shall be excluded from this Security.

(b) Upon receipt of such consent, the relevant Additional Chargor shall:

- (i) promptly provide the Security Agent with a copy of each such consent; and
- (ii) grant a legal mortgage over the Material Real Property in favour of the Security Agent under Clause 3.2 (*Legal mortgage*) and the fixed charge contained in Clause 3.4 (*Fixed charges*) (together with any mortgage or charge to be created under Clause 7 (*Further assurance*) or a Security Accession Deed or a Mortgage, as the case may be).

7. Further assurance

- (c) The covenant set out in Section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to include the obligations set out in paragraph (b) below.
- (d) Each Additional Chargor shall promptly, at its own cost and subject to the Senior Intercreditor Agreement, and receipt of any necessary consents, do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notarisations, registrations, notices and instructions) as the Security Agent may reasonably specify (and in such form as the Security Agent may reasonably require) in favour of the Security Agent or its nominee(s):
 - (i) to perfect the Security created or intended to be created in respect of the Charged Assets (which may include the execution by such Additional Chargor of a mortgage, charge, assignment or other Security Interest over all or any of the assets constituting, or intended to constitute, Charged Assets) or for the exercise of any the rights, powers and remedies of the Security Agent, any Receiver or the Secured Parties provided by or pursuant to this Security or by law;
 - (ii) to confer on the Security Agent (or the Secured Parties) security over any property, asset or undertaking of such Additional Chargor located in any jurisdiction outside England and Wales equivalent or similar to the security intended to be conferred by or pursuant to this Debenture; and/or
 - (iii) after the Security has become enforceable, to facilitate the realisation of the Charged Assets.

8. Security power of attorney

8.1 Appointment and powers

The Additional Chargor by way of security irrevocably appoints the Security Agent and any Receiver severally to be its attorney and in its name, on its behalf and as its act and deed to execute, deliver and perfect all other documents and do all things which the attorney may consider to be required for:

- (a) carrying out any obligation imposed on the Additional Chargor by this Security Accession Deed or any other agreement binding on the Additional Chargor to which the Security Agent is party (including the execution and delivery of any deeds, charges, assignments or other security and any transfers of the Charged Assets and perfecting the security created or intended to be created in respect of the Charged Assets) and which the Additional Chargor has been requested in writing by the Security Agent to do, but has not done within five Business Days of being notified by the Security Agent of such failure and being requested to comply; and
- (b) following the occurrence of an Enforcement Event, enabling the Security Agent and any Receiver to exercise, or delegate the exercise of, any of the rights, powers and authorities conferred on them by or pursuant to this Security Accession Deed or by law (including, after the Debenture has become enforceable in accordance with Clause 14 (*When Security becomes enforceable*) of the Debenture, the exercise of any right of a legal or beneficial owner of the Charged Assets).

8.2 Exercise of power of attorney

The Security Agent and any Receiver may only exercise the power of attorney granted pursuant to Clause 6.1 (*Appointment and powers*) following:

- (a) the occurrence of an Enforcement Event; or
- (b) the failure by the Additional Chargor to comply with any undertaking or obligation under this Security Accession Deed within five Business Days of being notified of that failure by the Security Agent,

in each case subject to the Senior Intercreditor Agreement.

9. Counterparts

This Security Accession 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 Security Accession Deed.

10. Governing law and jurisdiction

Clause 28 (*Governing law and jurisdiction*) of the Debenture shall be incorporated in this Security Accession Deed as if set out here in full but so that references to the Debenture shall be construed as references to this Security Accession Deed.

THIS SECURITY ACCESSION DEED has been executed as, and is intended to take effect as, a deed by the Senior Parent and the Additional Chargor and is delivered and has been signed by the Security Agent on the date written on the first page of this Security Accession Deed.

Schedule 1
Material Real Property

Schedule 2
Shares

Schedule 3
Material Intellectual Property

Schedule 4
Material Insurance Policies

SIGNATURES TO THE SECURITY ACCESSION DEED

The Senior Parent

EXECUTED AS A DEED by
AMALFI CLEANCO LIMITED
acting by

)
)
)
) Director

Witness signature:

Witness name:

Witness address:
.....
.....

Additional Chargor

EXECUTED AS A DEED by
[●] LIMITED
acting by

)
)
)
) Director

Witness signature:

Witness name:

Witness address:
.....

Security Agent

by
GLAS TRUST CORPORATION
LIMITED
acting by

)
)
)
) [Authorised signatory]

SCHEDULE 11 FORM OF SUPPLEMENTAL MORTGAGE

THIS MORTGAGE is dated [●] and is made between:

- (4) **[AMALFI CLEANCO LIMITED]** (registered in England and Wales with registered number [●] and with its registered address at [●]) for itself and for the Chargors (the “Senior Parent”);
- (5) **[●]** (registered in England and Wales with registered number [●] and with its registered address at [●]) (the “Mortgagor”); and
- (6) **GLAS Trust Corporation Limited** as security trustee for itself and the other Secured Parties (the “Security Agent”).

WHEREAS

- (A) This Mortgage is supplemental to a debenture date [●] between, among others, the Senior Parent and the Security Agent (the “Debenture”).
- (B) The Mortgagor has acquired [*insert details of Material Real Property*] on or about the date of this Mortgage and intends to grant a legal mortgage in respect of such Material Real Property.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Save to the extent otherwise defined in this Mortgage, terms defined in the Debenture have the same meaning when used in this Mortgage.

1.2 Interpretation

Clauses 1.2 (*Terms defined in other Finance Documents*), 1.3 (*Construction*), 1.4 (*Debenture/Senior Group Debenture*), 1.5 (*Senior Intercreditor Agreement and Subordination Agreement*), 1.6 (*Disposition of property*), 1.7 (*Clawback*), 1.8 (*Third Party Rights*), 1.9 (*Deed*) and 1.10 (*Senior Parent*) of the Debenture are incorporated in this Mortgage as if they were set out in full in this Mortgage, but so that references in those clauses to “this Debenture” shall be construed as reference to this Mortgage.

1.3 Incorporation of provisions

Clauses 14 (*When Security becomes enforceable*) to 26 (*Notices*) of the Debenture are incorporated into this Mortgage as if expressly set out herein, *mutatis mutandis*.

2. COVENANT TO PAY

The Mortgagor covenants with the Security Agent, as security trustee for the Secured Parties, to pay, discharge and satisfy the Secured Obligations when they become due for payment and discharge in accordance with their respective terms.

3. FIXED SECURITY

3.1 General

All Security created by the Mortgagor under this Clause 3 is:

- (a) granted in favour of the Security Agent as Security Agent for the Secured Parties;
- (b) continuing security for the payment, discharge and performance of the Secured Obligations (regardless of any intermediate payment);
- (c) granted with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 (but subject to any Permitted Security); and
- (d) granted in respect of all the right, title and interest (if any), present and future, of the Mortgagor in and to the relevant Charged Asset; and
- (e) prior to the Senior Discharge Date, shall rank behind the Security created under the Senior Group Debenture in accordance with the Senior Intercreditor Agreement.

3.2 Legal mortgage

The Mortgagor charges by way of legal mortgage the Material Real Property (specified in Schedule 1 (*Material Real Property*) to this Mortgage).

4. CONSENT OF EXISTING CHARGING COMPANIES

The Senior Parent agrees (for itself and each Chargor) to the terms of this Mortgage and agrees that its execution will in no way prejudice or affect any Security granted by any Chargor by or under the Debenture (or any other Security Accession Deed any other Mortgage or Mortgage).

5. COUNTERPARTS

This Mortgage 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 Mortgage.

6. GOVERNING LAW AND JURISDICTION

Clause 28 (*Governing law and jurisdiction*) of the Debenture shall be incorporated in this Mortgage as if set out here in full but so that references to the Debenture shall be construed as references to this Mortgage.

THIS MORTGAGE has been executed as, and is intended to take effect as, a deed by the Senior Parent and the Mortgagor and is delivered and has been signed by the Security Agent on the date written on the first page of this Deed

Schedule 1 Material Real Property

Mortgagor	Address/description of land	Title No.

SIGNATURES TO THE MORTGAGE

The Senior Parent

EXECUTED AS A DEED by)
AMALFI CLEANCO LIMITED)
acting by)
) Director

Witness signature:

Witness name:

Witness address:
.....

Mortgagor

EXECUTED AS A DEED by)
[●] LIMITED)
acting by)
) Director

Witness signature:

Witness name:

Witness address:
.....

Security Agent

Signed for and on behalf of GLAS TRUST)
CORPORATION LIMITED)

) Signature: _____
 Authorised Signatory

Address: 55 Ludgate Hill, Level 1 West,
London EC4M 7JW, United
Kingdom

Email: tmg@glas.agency

Telephone: +44 (0)20 3597 2940

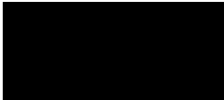
Attention: Transaction Management
Group (Project Amalfi)

EXECUTION PAGE

Senior Parent

EXECUTED AS A DEED by
AMALFI CLEANCO LIMITED
acting by

Director:)

..... 

Christopher Dickinson

Director:

.....
Farouq Sheikh

EXECUTION PAGE

Senior Parent

EXECUTED AS A DEED by
AMALFI CLEANCO LIMITED
acting by

Director:
Christopher Dickinson

Director:
Farouq Sheikh

Original Chargors

Executed as a deed by
ADVANCED CHILDCARE SERVICES LIMITED
acting by two directors:

Director

Christopher Dickinson

Director

Farouq Sheikh

Executed as a deed by
BRANAS ISAF (ASHFIELD HOUSE) LIMITED
acting by two directors:

Director

Christopher Dickinson

Director

Farouq Sheikh

Executed as a deed by
BRANAS ISAF (BYTHNOD & HENDRE LLWYD) LIMITED
acting by two directors:

Director

Christopher Dickinson

Director

Farouq Sheikh

Executed as a deed by
**BRANAS ISAF (DEWIS CYFARFOD & CYSGOD CYFARFOD)
LIMITED**
acting by two directors:

Director

Christopher Dickinson

Director

Farouq Sheikh

Executed as a deed by
BRANAS ISAF (HOLDINGS) LIMITED
acting by two directors:

Director

Christopher Dickinson

Director

Farouq Sheikh

Original Chargors

Executed as a deed by
ADVANCED CHILDCARE SERVICES LIMITED
acting by two directors:

Director

Christopher Dickinson

Director

Farouq Sheikh

Executed as a deed by
BRANAS ISAF (ASHFIELD HOUSE) LIMITED
acting by two directors:

Director

Christopher Dickinson

Director

Farouq Sheikh

Executed as a deed by
BRANAS ISAF (BYTHNOD & HENDRE LLWYD) LIMITED
acting by two directors:

Director

Christopher Dickinson

Director

Farouq Sheikh

Executed as a deed by
BRANAS ISAF (DEWIS CYFARFOD & CYSGOD CYFARFOD) LIMITED
acting by two directors:

Director

Christopher Dickinson

Director

Farouq Sheikh

Executed as a deed by
BRANAS ISAF (HOLDINGS) LIMITED
acting by two directors:

Director

Christopher Dickinson

Director

Farouq Sheikh

Executed as a deed by
BRANAS ISAF (LLYN COED) LIMITED
acting by two directors:

)
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Director

.....
Christopher Dickinson

Director

.....
Farouq Sheikh

Executed as a deed by
BRANAS ISAF PERSONAL DEVELOPMENT CENTRE LIMITED
acting by two directors:

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Director

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Christopher Dickinson

Director

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Farouq Sheikh

Executed as a deed by
BY THE BRIDGE LIMITED
acting by two directors:

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Director

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Christopher Dickinson

Director

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Farouq Sheikh

Executed as a deed by
BY THE BRIDGE HOLDINGS LIMITED
acting by two directors:

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Director

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Christopher Dickinson

Director

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Farouq Sheikh

Executed as a deed by
BY THE BRIDGE NORTH WEST LIMITED
acting by two directors:

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Director

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Christopher Dickinson

Director

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Farouq Sheikh

Executed as a deed by
BRANAS ISAF (LLYN COED) LIMITED
acting by two directors:

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Director
Christopher Dickinson
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Director
Farouq Sheikh

Executed as a deed by
BRANAS ISAF PERSONAL DEVELOPMENT CENTRE LIMITED
acting by two directors:

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Director
Christopher Dickinson
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Director
Farouq Sheikh

Executed as a deed by
BY THE BRIDGE LIMITED
acting by two directors:

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Director
Christopher Dickinson
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Director
Farouq Sheikh

Executed as a deed by
BY THE BRIDGE HOLDINGS LIMITED
acting by two directors:


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Director
Christopher Dickinson
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Director
Farouq Sheikh

Executed as a deed by
BY THE BRIDGE NORTH WEST LIMITED
acting by two directors:

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Director
Christopher Dickinson
.....
Director
Farouq Sheikh

Executed as a deed by
CAMBIAN ASPERGER SYNDROME SERVICES LIMITED
acting by two directors:

)
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Director



.....
Christopher Dickinson

Director

.....
Farouq Sheikh

Executed as a deed by
CAMBIAN AUTISM SERVICES LIMITED
acting by two directors:

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Director



.....
Christopher Dickinson

Director

.....
Farouq Sheikh

Executed as a deed by
CAMBIAN CHILDCARE LIMITED
acting by two directors:

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Director



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Christopher Dickinson

Director

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Farouq Sheikh

Executed as a deed by
CAMBIAN CHILDCARE PROPERTIES LIMITED
acting by two directors:

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Director



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Christopher Dickinson

Director

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Farouq Sheikh

Executed as a deed by
CAMBIAN EDUCATION SERVICES LIMITED
acting by two directors:

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Christopher Dickinson

Director

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Farouq Sheikh

Executed as a deed by
CAMBIAN ASPERGER SYNDROME SERVICES LIMITED
acting by two directors:

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Christopher Dickinson

Director

Farouq Sheikh

Executed as a deed by
CAMBIAN AUTISM SERVICES LIMITED
acting by two directors:

Director

Christopher Dickinson

Director

Farouq Sheikh

Executed as a deed by
CAMBIAN CHILDCARE LIMITED
acting by two directors:

Director

Christopher Dickinson

Director

Farouq Sheikh

Executed as a deed by
CAMBIAN CHILDCARE PROPERTIES LIMITED
acting by two directors:

Director

Christopher Dickinson

Director

Farouq Sheikh

Executed as a deed by
CAMBIAN EDUCATION SERVICES LIMITED
acting by two directors:

Director

Christopher Dickinson

Director

Farouq Sheikh

Executed as a deed by
CAMBIAN FS LIMITED
acting by two directors:

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Director
Christopher Dickinson

Director
Farouq Sheikh

Executed as a deed by
CAMBIAN GROUP HOLDINGS LIMITED
acting by two directors:

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Director
Christopher Dickinson

Director
Farouq Sheikh

Executed as a deed by
CAMBIAN GROUP LIMITED
acting by two directors:

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Director
Christopher Dickinson

Director
Farouq Sheikh

Executed as a deed by
CAMBIAN HERITAGE I LIMITED
acting by two directors:

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Director
Christopher Dickinson

Director
Farouq Sheikh

Executed as a deed by
CAMBIAN HERITAGE II LIMITED
acting by two directors:

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Director
Christopher Dickinson

Director
Farouq Sheikh

Executed as a deed by
CAMBIAN FS LIMITED
acting by two directors:

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Director
Christopher Dickinson
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Director
Farouq Sheikh

Executed as a deed by
CAMBIAN GROUP HOLDINGS LIMITED
acting by two directors:

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Director
Christopher Dickinson
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Director
Farouq Sheikh

Executed as a deed by
CAMBIAN GROUP LIMITED
acting by two directors:

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Director
Christopher Dickinson
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Director
Farouq Sheikh

Executed as a deed by
CAMBIAN HERITAGE I LIMITED
acting by two directors:

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Director
Christopher Dickinson
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Director
Farouq Sheikh

Executed as a deed by
CAMBIAN HERITAGE II LIMITED
acting by two directors:

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Director
Christopher Dickinson
.....
Director
Farouq Sheikh

Executed as a deed by
CAMBIAN PROPERTIES (U.K.) LIMITED
acting by two directors:

Director

Christopher Dickinson

Director

Farouq Sheikh

Executed as a deed by
CAMBIAN SIGNPOST LIMITED
acting by two directors:

Director

Christopher Dickinson

Director

Farouq Sheikh

Executed as a deed by
CAMBIAN WHINFELL SCHOOL LIMITED
acting by two directors:

Director

Christopher Dickinson

Director

Farouq Sheikh

Executed as a deed by
CARETECH COMMUNITY SERVICES (NO.2) LIMITED
acting by two directors:

Director

Christopher Dickinson

Director

Farouq Sheikh

Executed as a deed by
CARETECH COMMUNITY SERVICES LIMITED
acting by two directors:

Director

Christopher Dickinson

Director

Farouq Sheikh

Executed as a deed by
CAMBIAN PROPERTIES (U.K.) LIMITED
acting by two directors:

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Director
Christopher Dickinson
Director
Farouq Sheikh

Executed as a deed by
CAMBIAN SIGNPOST LIMITED
acting by two directors:

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Director
Christopher Dickinson
Director
Farouq Sheikh

Executed as a deed by
CAMBIAN WHINFELL SCHOOL LIMITED
acting by two directors:

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Director
Christopher Dickinson
Director
Farouq Sheikh

Executed as a deed by
CARETECH COMMUNITY SERVICES (NO.2) LIMITED
acting by two directors:

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Director
Christopher Dickinson
Director
Farouq Sheikh

Executed as a deed by
CARETECH COMMUNITY SERVICES LIMITED
acting by two directors:

)
)
)
Director
Christopher Dickinson
Director
Farouq Sheikh

Executed as a deed by
CARETECH FOSTER CARE LIMITED
acting by two directors:

)
)
)
Director
Christopher Dickinson

Director
Farouq Sheikh

Executed as a deed by
CARETECH HOLDINGS LIMITED
acting by two directors:

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)
Director
Christopher Dickinson

Director
Farouq Sheikh

Executed as a deed by
COMMUNITY SUPPORT PROJECT LIMITED
acting by two directors:

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Director
Christopher Dickinson

Director
Farouq Sheikh

Executed as a deed by
COVEBERRY LIMITED
acting by two directors:

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Director
Christopher Dickinson

Director
Farouq Sheikh

Executed as a deed by
DELAM CARE LIMITED
acting by two directors:

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Director
Christopher Dickinson

Director
Farouq Sheikh

Executed as a deed by
CARETECH FOSTER CARE LIMITED
acting by two directors:

)
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)
Director
Christopher Dickinson
[Redacted]
Director
Farouq Sheikh

Executed as a deed by
CARETECH HOLDINGS LIMITED
acting by two directors:

)
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Director
Christopher Dickinson
[Redacted]
Director
Farouq Sheikh

Executed as a deed by
COMMUNITY SUPPORT PROJECT LIMITED
acting by two directors:

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Director
Christopher Dickinson
[Redacted]
Director
Farouq Sheikh

Executed as a deed by
COVEBERRY LIMITED
acting by two directors:

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Director
Christopher Dickinson
[Redacted]
Director
Farouq Sheikh

Executed as a deed by
DELAM CARE LIMITED
acting by two directors:

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Director
Christopher Dickinson
[Redacted]
Director
Farouq Sheikh

Executed as a deed by
FOSTERING SUPPORT GROUP LIMITED
acting by two directors:

Director

Christopher Dickinson

Director

Farouq Sheikh

Executed as a deed by
GREENFIELDS ADOLESCENT DEVELOPMENT LIMITED
acting by two directors:

Director

Christopher Dickinson

Director

Farouq Sheikh

Executed as a deed by
GREENFIELDS CARE GROUP LTD
acting by two directors:

Director

Christopher Dickinson

Director

Farouq Sheikh

Executed as a deed by
INTERACT CARE LIMITED
acting by two directors:

Director

Christopher Dickinson

Director

Farouq Sheikh

Executed as a deed by
LONSDALE MIDLANDS LIMITED
acting by two directors:

Director

Christopher Dickinson

Director

Farouq Sheikh

Executed as a deed by
FOSTERING SUPPORT GROUP LIMITED
acting by two directors:

Director
Christopher Dickinson
Director
Farouq Sheikh

Executed as a deed by
GREENFIELDS ADOLESCENT DEVELOPMENT LIMITED
acting by two directors:

Director
Christopher Dickinson
Director
Farouq Sheikh

Executed as a deed by
GREENFIELDS CARE GROUP LTD
acting by two directors:

Director
Christopher Dickinson
Director
Farouq Sheikh

Executed as a deed by
INTERACT CARE LIMITED
acting by two directors:

Director
Christopher Dickinson
Director
Farouq Sheikh

Executed as a deed by
LONSDALE MIDLANDS LIMITED
acting by two directors:

Director
Christopher Dickinson
Director
Farouq Sheikh

Executed as a deed by
OAKLEAF CARE (HARTWELL) LIMITED
acting by two directors:

Director

Christopher Dickinson

I confirm that I was
physically present when
Christopher Dickinson
signed this deed.

Signature of witness

Name of witness

SARAH DICKINSON

Address of witness

Occupation of witness

HOME MAKER

Executed as a deed by
ONE STEP (SUPPORT) LIMITED
acting by two directors:

Director

Christopher Dickinson

Director

Farouq Sheikh

Executed as a deed by
OUTLOOK FOSTERING SERVICES LIMITED
acting by two directors:

Director

Director

Farouq Sheikh

Executed as a deed by
PARK FOSTER CARE LTD
acting by two directors:

Director

Christopher Dickinson

Director

Farouq Sheikh

Executed as a deed by
OAKLEAF CARE (HARTWELL) LIMITED
acting by two directors:

)
)
)
Director

.....
Christopher Dickinson

Signature of witness

.....

Name of witness

.....

Address of witness

.....

.....

.....

Occupation of witness

.....

Executed as a deed by
ONE STEP (SUPPORT) LIMITED
acting by two directors:

)
)
)
Director

.....
Christopher Dickinson

Director

.....
[Redacted Signature]

Farouq Sheikh

Executed as a deed by
OUTLOOK FOSTERING SERVICES LIMITED
acting by two directors:

)
)
)
Director

.....
Christopher Dickinson

Director

.....
[Redacted Signature]

Farouq Sheikh

Executed as a deed by
PARK FOSTER CARE LTD
acting by two directors:

)
)
)
Director

.....
Christopher Dickinson

Director

.....
[Redacted Signature]

Farouq Sheikh

Executed as a deed by
PRESTWOOD RESIDENTIAL HOMES LTD
acting by two directors:

Director

)
)
)


.....
Christopher Dickinson

Director

.....
Farouq Sheikh

Executed as a deed by
PROFESSIONAL INTEGRATED CARE SERVICES LIMITED
acting by two directors:

Director

)
)
)
)


.....
Christopher Dickinson

Director

.....
Farouq Sheikh

Executed as a deed by
ROC NORTHWEST LIMITED
acting by two directors:

Director

)
)
)


.....
Christopher Dickinson

Director

.....
Jeremy Wiles

Executed as a deed by
SELBORNE CARE LIMITED
acting by two directors:

Director

)
)
)


.....
Christopher Dickinson

Director

.....
Farouq Sheikh

Executed as a deed by
SELWYN CARE LIMITED
acting by two directors:

Director

)
)
)


.....
Christopher Dickinson

Director

.....
Farouq Sheikh

Executed as a deed by
PRESTWOOD RESIDENTIAL HOMES LTD
acting by two directors:

)
)
)
Director

.....
Christopher Dickinson

Director

.....
Farouq Sheikh

Executed as a deed by
PROFESSIONAL INTEGRATED CARE SERVICES LIMITED
acting by two directors:

)
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)
Director

.....
Christopher Dickinson

Director

.....
Farouq Sheikh

Executed as a deed by
ROC NORTHWEST LIMITED
acting by two directors:

)
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Director

.....
Christopher Dickinson

Director

.....
Jeremy Wiles

Executed as a deed by
SELBORNE CARE LIMITED
acting by two directors:

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Director

.....
Christopher Dickinson

Director

.....
Farouq Sheikh

Executed as a deed by
SELWYN CARE LIMITED
acting by two directors:

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Director

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Christopher Dickinson

Director

.....
Farouq Sheikh

Executed as a deed by
PRESTWOOD RESIDENTIAL HOMES LTD
acting by two directors:

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Director
Christopher Dickinson

Director
Farouq Sheikh

Executed as a deed by
PROFESSIONAL INTEGRATED CARE SERVICES LIMITED
acting by two directors:

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Director
Christopher Dickinson

Director
Farouq Sheikh

Executed as a deed by
ROC NORTHWEST LIMITED
acting by two directors:

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Director
Christopher Dickinson

Director
Jeremy Wiles

Executed as a deed by
SELBORNE CARE LIMITED
acting by two directors:

)
)
)
Director
Christopher Dickinson

Director
Farouq Sheikh

Executed as a deed by
SELWYN CARE LIMITED
acting by two directors:

)
)
)
Director
Christopher Dickinson

Director
Farouq Sheikh

SUBSCRIBED for and on behalf of
SPARK OF GENIUS LIMITED
acting by two directors:

)
)
)
Director
Christopher Dickinson

Director
Jeremy Wiles

SUBSCRIBED for and on behalf of
SPARK OF GENIUS (TRAINING) LTD
acting by two directors:

)
)
)
Director
Christopher Dickinson

Director
Jeremy Wiles

SUBSCRIBED for and on behalf of
SPARK OF GENIUS LIMITED
acting by two directors:

)
)
)
Director

.....
Christopher Dickinson



Director

.....
Jeremy Wiles

SUBSCRIBED for and on behalf of
SPARK OF GENIUS (TRAINING) LTD
acting by two directors:

)
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Director

.....
Christopher Dickinson

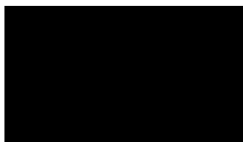


Director

.....
Jeremy Wiles

Executed as a deed by
TLC (WALES) INDEPENDENT FOSTERING LIMITED
acting by two directors:

)
)
)
Director


.....
Christopher Dickinson

Director

.....
Farouq Sheikh

Executed as a deed by)
TLC (WALES) INDEPENDENT FOSTERING LIMITED)
acting by two directors:)

Director
Christopher Dickinson

Director ..
Farouq Sheikh

Security Agent

Signed for and on behalf of GLAS TRUST
CORPORATION LIMITED

)
)
) Signature:



Authorised Signatory

Address: 55 Ludgate Hill, Level 1 West,
London EC4M 7JW, United
Kingdom

Email: tmg@glas.agency

Telephone: +44 (0)20 3597 2940

Attention: Transaction Management
Group (Project Amalfi)