



## Registration of a Charge

Company Name: **PRESTWOOD RESIDENTIAL HOMES LTD**

Company Number: **04129564**



Received for filing in Electronic Format on the: **29/12/2022**

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### Details of Charge

Date of creation: **20/12/2022**

Charge code: **0412 9564 0010**

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

Brief description: **ALL CURRENT AND FUTURE LAND (EXCEPT FOR ANY RESTRICTED LAND) AND INTELLECTUAL PROPERTY (EXCEPT FOR ANY RESTRICTED IP) OWNED BY THE COMPANY, IN EACH CASE AS SPECIFIED (AND DEFINED) IN THE DEED OF ACCESSION AND CHARGE REGISTERED BY THIS FORM MR01 (THE "DEED") AND INCLUDING, AMONGST OTHERS, Y GILWEN, MAESINCLA LANE, CAERNARFON (LL55 1DD) WITH TITLE NUMBER WA804499 AND 2 FFORDD SIABOD, Y FELINHELI (LL56 4XA) WITH TITLE NUMBER WA750814. FOR MORE DETAILS PLEASE REFER TO THE DEED.**

**Contains fixed charge(s).**

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

**Contains negative pledge.**

### 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 TRUE COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **SANDRA BANGA**



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

Company number: 4129564

Charge code: 0412 9564 0010

The Registrar of Companies for England and Wales hereby certifies that a charge dated 20th December 2022 and created by PRESTWOOD RESIDENTIAL HOMES LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 29th December 2022 .

Given at Companies House, Cardiff on 4th 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**

This electronic deed of which this is a print-out  
is amended this day 21 December 2022 as follows  
Hogan Lovells International LLP, being authorised on behalf of the parties to correct  
these minor amendments

**EXECUTION VERSION**

**PROJECT AMALFI**

**Deed of Accession and Charge**

**THIS DEED OF ACCESSION AND CHARGE** is made on <sup>20</sup> December 2022

**BETWEEN:**

- (1) The companies listed in Schedule 1 (*New Chargors*) to this deed (each a "**New Chargor**" and together, the "**New Chargors**");
- (2) **AMALFI CLEANCO LIMITED** (registered in England and Wales under number 14185950) (the "**Parent**"); and
- (3) **GLAS TRUST CORPORATION LIMITED** (registered in England and Wales under number 07927175) (the "**Security Agent**").

**WHEREAS:**

- (A) This Deed is supplemental to a Debenture (the "**Principal Deed**") dated 27 June 2022 between (1) the Parent and Amalfi Bidco Limited as Chargors (as defined therein) and (2) the Security Agent as agent and trustee for the Secured Parties named in the Principal Deed (the "**Secured Parties**").
- (B) Each New Chargor has agreed, on the terms contained in the Principal Deed, to charge in favour of the Security Agent (acting as security agent and trustee for the Secured Parties), all of its property, undertaking and assets to secure the Secured Obligations, and to accede to the Principal Deed.

**THIS DEED WITNESSES as follows:**

**1. DEFINITIONS AND INTERPRETATION**

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

**1.2 Additional definitions:** In this Deed:

**"Accounts"** means all accounts and any credit balance from time to time on any account opened or maintained by any New 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.

**"Intellectual Property"** means patents (including supplementary protection certificates), utility models, registered and unregistered trade marks (including service marks), right in passing off, copyright, database rights, registered and unregistered rights in designs (including in relation to semiconductor products) anywhere in the world and, in each case, any extensions and renewals of, and any applications for, such rights.

**"Intra-Group Loan"** means a loan between any two Obligors where the creditor is a Chargor under this Deed or the Principal Deed.

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

**"Mortgaged Property"** means any Land the subject of a legal mortgage constituted by the Principal Deed, this Deed of Accession and Charge or any supplemental legal mortgage under Clause 10.2 (*Supplemental Legal Mortgage*) of the Principal Deed, and references to any **"Mortgaged Property"** shall include references to the whole or any part or parts of it.

**"Restricted IP"** means any Intellectual Property owned by or licensed to a New Chargor which, in each case, precludes either absolutely or conditionally that New Chargor from creating a charge over its interest in that Intellectual Property.

**"Restricted Land"** means any leasehold property held by a New Chargor under a lease which precludes either absolutely or conditionally (including requiring the consent of any third party) that New Chargor from creating a mortgage or charge over its leasehold interest in that property and in respect of which consent, waiver or condition (including requiring the consent of any third party) has not yet been obtained pursuant to Clause 3.5 (*Third Party Consents*) of the Principal Deed.

**"Specified Intellectual Property"** means the Intellectual Property and domain names as listed in Schedule 3 (*Specified Intellectual Property*) of this Deed.

**1.3 Construction:** Clause 1.2 (*Interpretation*) of the Principal Deed will be deemed to be set out in full in this Deed, but as if references in those clauses to the Principal Deed were references to this Deed.

## **2. ACCESSION BY THE NEW CHARGOR TO THE PRINCIPAL DEED**

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

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

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

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

## **3. CREATION OF SECURITY**

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

- (a) all of its rights, title and interest from time to time in respect of any sums payable to it pursuant to the Insurance Policies;
- (b) all its rights, title and interest from time to time in respect of the Hedging Agreements; and
- (c) all its rights, title and interest from time to time in respect of any Intra-Group Loans.

**3.2 Legal mortgage:** Each New Chargor, with full title guarantee, as security for the payment or discharge of all Secured Obligations, charges in favour of the Security Agent (as trustee for the Secured Parties) by way of legal mortgage, all of its Land (if any) specified in Schedule 2 of this Deed.

**3.3 Fixed security:** Each New Chargor, with full title guarantee, as security for the payment or discharge of all Secured Obligations, charges in favour of the Security Agent (as trustee for the Secured Parties) by way of fixed charge:

- (a) with the exception of any Restricted Land, all Land (other than Mortgaged Property) which is now, or in the future becomes, its property;
- (b) all Land which has ceased to fall within the definition of Restricted Land by virtue of receipt of the relevant landlord's consent to charge that Land, but only with effect from the date on which that consent is obtained;
- (c) with the exception of any Restricted Land, all other interests and rights in or relating to Land or in the proceeds of sale of Land now or in the future belonging to it;
- (d) all plant and machinery now or in the future attached to any Land which, or an interest in which, is charged by it under the preceding provisions of this Clause 3.3;
- (e) all rental and other income and all debts and claims now or in the future due or owing to it under or in connection with any lease, agreement or licence relating to Land;
- (f) all Specified Investments which are now its property, including all proceeds of sale derived from them;
- (g) all Specified Investments in which that New Chargor may in the future acquire any interest (legal or equitable), including all proceeds of sale derived from them;
- (h) all Derivative Rights of a capital nature now or in the future accruing or offered in respect of its Specified Investments;
- (i) all Derivative Rights of an income nature now or in the future accruing or offered at any time in respect of its Specified Investments;
- (j) all insurance or assurance contracts or policies now or in the future held by or otherwise benefiting it which relate to Fixed Security Assets or which are now or in the future deposited by it with the Security Agent, together with all its rights and interests in such contracts and policies (including the benefit of all claims arising and all money payable under them) apart from any claims

which are otherwise subject to a fixed charge or assignment (at law or in equity) in this Deed;

- (k) all its goodwill and uncalled capital for the time being;
- (l) all Specified Intellectual Property belonging to it;
- (m) with the exception of any Restricted IP, all other Intellectual Property presently belonging to it, including any Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others;
- (n) with the exception of any Restricted IP, all Intellectual Property that may be acquired by or belong to it in the future, including any such Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others;
- (o) with the exception of any Restricted IP, the benefit of all agreements and licences now or in the future entered into or enjoyed by it relating to the use or exploitation of any Intellectual Property in any part of the world;
- (p) all Intellectual Property (including any Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others, and the benefit of all agreements and licences now or in the future entered into or enjoyed by it relating to the use or exploitation of any Intellectual Property in any part of the world) which by virtue of obtaining third party consent to charge such Intellectual Property has ceased to fall within the definition of Restricted IP, but only with effect from the date on which that consent is obtained;
- (q) all its rights now or in the future in relation to trade secrets, confidential information and knowhow in any part of the world;
- (r) all its rights and causes of action in respect of infringement(s) (past, present or future) of the rights referred to in sub-paragraphs (l) to (q) inclusive of this Clause;
- (s) all trade debts now or in the future owing to it;
- (t) all other debts now or in the future owing to it, excluding those arising on fluctuating accounts with other members of the Group;
- (u) the benefit of all instruments, guarantees, charges, pledges and other security and all other rights and remedies available to it in respect of any Fixed Security Asset except to the extent that such items are for the time being effectively assigned under Clause 3.1 (*Security assignments*);
- (v) any beneficial interest, claim or entitlement it has to any pension fund now or in the future;
- (w) all rights, money or property accruing or payable to it now or in the future under or by virtue of a Fixed Security Asset except to the extent that such rights, money or property are for the time being effectively assigned or charged by fixed charge under the foregoing provisions of this Deed;

- (x) the benefit of all licences, consents and authorisations held in connection with its business or the use of any Asset and the right to recover and receive all compensation which may be payable in respect of them; and
- (y) all its Accounts.

**3.4 Creation of floating charge:** Each New Chargor, with full title guarantee, charges to the Security Agent (as trustee for the Secured Parties) as security for the payment or discharge of all Secured Obligations, by way of floating charge all its Assets, except to the extent that such Assets are for the time being effectively assigned by way of security by virtue of Clause 3.1 (*Security assignments*) or charged by any fixed charge contained in Clause 3.3 (*Fixed security*) (but including for the avoidance of doubt all of its assets situated in Scotland or governed by Scots law), including any Assets comprised within a charge which is reconverted under Clause 4.4 (*Reconversion*) of the Principal Deed, but so that such New Chargor shall not create any Security over any such Floating Charge Asset (whether having priority over, or ranking *pari passu* with or subject to, this floating charge) or take any other step referred to in Clause 5 (*Negative pledge and other restrictions*) with respect to any such Floating Charge Asset, and such New Chargor shall not, without the consent of the Security Agent, sell, transfer, part with or dispose of any such Floating Charge Asset (except as permitted by the Facilities Agreement).

**3.5** No representation or warranty is given by any New Chargor in relation to the creation of the Security pursuant to Clause 3.1 (*Security Assignments*), Clause 3.2 (*Legal mortgage*), and Clause 3.3 (*Fixed security*) in respect of assets situated in Scotland or governed by Scots law.

#### **4. CRYSTALLISATION**

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

#### **5. NEGATIVE PLEDGE AND OTHER RESTRICTIONS**

**5.1** Save with the prior written consent of the Security Agent or as specifically permitted by the Facilities Agreement, each New Chargor shall not:

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

**5.2** In the event that the Chargor grants or creates any floating charge in breach of the prohibition in Clause 3.4 or with the consent of the Security Agent under Clause 3.4 but with no written agreement of the Security Agent as to the ranking of them, the floating charge created pursuant to Clause 3.4 shall rank in priority to that floating charge.



## 6. RIGHT OF APPROPRIATION

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

6.2 The Security Agent may, on or at any time after the security constituted by this Deed becomes enforceable in accordance with the terms of the Principal Deed, by notice in writing to each New Chargor appropriate with immediate effect all or any of its Financial Collateral hereby charged which is subject to a security financial collateral arrangement (within the meaning of the Financial Collateral Regulations) and apply it in or towards the discharge of the Secured Obligations, whether such Assets are held by the Security Agent or otherwise.

6.3 The value of any Financial Collateral appropriated under Clause 6.2 shall be:

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

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

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

6.5 Each New Chargor agrees that the method of valuing such Financial Collateral under Clause 6.3 is commercially reasonable.

## 7. APPLICATION TO HM LAND REGISTRY

Each New Chargor:

- (a) in relation to each register of title of any Mortgaged Property, consents to the Security Agent (or its solicitors) at any time submitting to HM Land Registry:
  - (i) a form AP1 (*application to change the register*) in respect of the security created by this Deed;
  - (ii) a form AN1 (*application to enter an agreed notice*) in respect of the security created by this Deed;
  - (iii) a form RX1 (*application to register a restriction*) in the following terms:

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

- (iv) a form CH2 (*application to enter an obligation to make further advances*);  
and
- (b) covenants to submit an application to the appropriate Land Registry for the first registration of any unregistered Mortgaged Property at its own expense, immediately following its execution of this Deed.

## 8. POWER OF ATTORNEY

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

- (a) do anything which any New Chargor is obliged to do (but has not done within 5 Business Days of being notified by the Security Agent of such failure and being requested to comply) in accordance with this Deed, including to execute and deliver and otherwise perfect any agreement, assurance, deed, instrument or document;
- (b) following the occurrence of a Declared Default which is continuing, enable the Security Agent, any such nominee and/or Receiver to exercise (or to delegate) all or any of the rights conferred on it by this Deed or by statute in relation to this Deed or the Assets charged, or purported to be charged, by it.

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

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

## 9. NOTICES

- (a) All notices or demands to be given or made pursuant to this Deed shall be given or made in the manner set out in Clause 32 (*Notices*) of the Principal Deed.
- (b) Each New Chargor's address for service is as follows:

Address: its registered address from time to time

Attention: Christopher Dickinson

Email: [REDACTED]@caretech-uk.com

## 10. COUNTERPARTS

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

## 11. GOVERNING LAW

This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law.

## 12. ENFORCEMENT

### 12.1 Jurisdiction:

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a "**Dispute**").
- (b) The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- (c) This Clause 12.1 is for the benefit of the Finance Parties and Secured Parties only. As a result, no Finance Party or Secured Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Finance Parties and Secured Parties may take concurrent proceedings in any number of jurisdictions.

### 12.2 **Service of process:** Without prejudice to any other mode of service allowed under any relevant law, each New Chargor (other than a New Chargor incorporated in England and Wales):

- (a) irrevocably appoints the Parent as its agent for service of process in relation to any proceedings before the English courts in connection with this Deed; and
- (b) agrees that failure by a process agent to notify it of the process will not invalidate the proceedings concerned.

## 13. FINANCE DOCUMENT

This Deed is a Finance Document.

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

**Schedule 1**  
**The New Chargors**

<b>Name of Chargor</b>	<b>Registered Number</b>
Advanced Childcare Services Limited	07559570
Branas Isaf (Ashfield House) Limited	05761962
Branas Isaf (Bythnod & Hendre Llwyd) Limited	04826628
Branas Isaf (Dewis Cyfarfod & Cysgod Cyfarfod) Limited	04828115
Branas Isaf (Holdings) Limited	04827227
Branas Isaf (Llyn Coed) Limited	04826774
Branas Isaf Personal Development Centre Limited	03744583
By the Bridge Holdings Limited	05712186
By the Bridge Limited	04050928
By the Bridge North West Limited	05448746
Cambian Asperger Syndrome Services Limited	04117476
Cambian Autism Services Limited	03449214
Cambian Childcare Limited	04280519
Cambian Childcare Properties Limited	05274924
Cambian Education Services Limited	05554772
Cambian FS Limited	09501886
Cambian Group Holdings Limited	08929407
Cambian Group Limited	08929371
Cambian Heritage I Limited	05150238
Cambian Heritage II Limited	03898254
Cambian Properties (U.K.) Limited	05554819
Cambian SignPost Limited	06253729
Cambian Whinfell School Limited	04617562
CareTech Community Services (No.2) Limited	03894564
CareTech Community Services Limited	02804415

<b>Name of Chargor</b>	<b>Registered Number</b>
CareTech Foster Care Limited	05185612
CareTech Holdings Limited	04457287
Community Support Project Limited	05941774
Coveberry Limited	01208511
Delam Care Limited	02995783
Fostering Support Group Limited	02359399
Greenfields Adolescent Development Limited	04068839
Greenfields Care Group Ltd	04642100
Interact Care Limited	04822716
Lonsdale Midlands Limited	02834141
Oakleaf Care (Hartwell) Limited	05225317
One Step (Support) Limited	04534652
Outlook Fostering Services Limited	04357704
Park Foster Care Ltd	04861395
Prestwood Residential Homes Ltd	04129564
Professional Integrated Care Services Limited	04771613
ROC Northwest Limited	05564417
Selborne Care Limited	05513162
Selwyn Care Limited	03737832
Spark of Genius (Training) Ltd.	SC196146
Spark of Genius Limited	SC479758
TLC (Wales) Independent Fostering Limited	04824925

**Schedule 2****Part 1 – Registered land to be mortgaged**

<b>Name of New Chargor / Registered Proprietor</b>	<b>Address of Property</b>	<b>Freehold (FH) / Long Leasehold (LLH)</b>	<b>Title Number</b>
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
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)	(1) 94 Cleveland Road, Crumpsall Manchester (M8 4QY) (2) Land on the north east side of 94 Cleveland Road, Manchester (M8 4QY)	FH	(1) LA11006 5 (2) GM1143 10
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
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)DN67917 9
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
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
Cambian Childcare Properties Limited (CRN:05274924)	68 Billingbauk 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
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, Soultton, 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
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)	(1) 9 Booth Road, Little Lever, Bolton (BL3 1JY)	LL/H	(1) LA171245
	(2) Garage 3 adjoining 9 Booth Road, Little Lever, Bolton (BL3 1JY)	LL/H	(2) GM876491
Cambian Childcare Properties Limited (CRN:05274924)	(1) 2 Appleton Road, Middlesbrough (TS5 5HS)	FH	CE85735
	(2) Land at the back of 145 Acklam Road, Middlesbrough (TS5 5HR)		CE89314
Cambian Childcare Properties Limited (CRN:05274924)	Manor Cottage, Swinefleet Road, Goole (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) and (2) Cambian Heritage II Limited (CRN:03898254)	(1) Land at the north west side of Grateley House School, Pond Lane, Grateley, Andover (SP11 8TA)	FH FH LH	(1) HP391002
(2) (3) Cambian Asperger Syndrome Services Limited (CRN: 04117476)	(2) Grateley House School, Pond Lane, Grateley, Andover (SP11 8TA)		(2) HP602678
			(3) HP724114

	(3) Grateley House School, Pond Lane, Grateley, Andover (SP11 8TA)		
(1) Cambian Heritage II Limited (CRN:03898254)	(1) Land at Southlands School, Vicars Hill, Lymington	FH	(1) HP242560
(2) Cambian <del>Asperger</del> <del>Asperger</del> Syndrome Services Limited (CRN: 04117476)	(2) Southlands School, Vicars Hill, Lymington (SO41 5QB)	FH	(2) HP155636
	(3) 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
(1) Cambian Heritage II Limited (CRN:03898254)	(1) The Forum School, Shillingstone, Blandford Forum (DT11 0QS)	FH	(1) DT249158
(2) Cambian Autism Services Limited (CRN: 3449214)	(2) The Forum School, Shillingstone, Blandford Forum (DT11 0QS)	LH	(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
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
<del>CareTech Estates Limited (CRN:05064868)</del>	<del>52 Gloucester Road, Cheltenham (GL51 8PA)</del>	<del>FH</del>	<del>GR80127</del>
<del>CareTech Estates Limited (CRN:05064868)</del>	<del>33 Radnor Road, Cheltenham (GL51 3JN)</del>	<del>FH</del>	<del>GR20020</del>
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
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

The address for service of the Security Agent in the case of registered land is:  
55 Ludgate Hill, Level 1 West, London, EC4M 7JW, United Kingdom.

**Part 2 – Unregistered land subject to first registration upon the execution of this Deed**

None as at the date of this deed.

**Schedule 3**

**Specified Intellectual Property**

None as at the date of this deed.

**EXECUTION PAGES**

**SECURITY AGENT**

**GLAS TRUST CORPORATION LIMITED**

By:



Name:

Philip Hargreaves

Title:



**PARENT**

Executed as a deed by  
**AMALFI CLEANCO LIMITED**  
acting by two directors:

)  
)  
)  
Director



Christopher Dickinson

Director



Farouq Sheikh

**THE NEW 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:

Director

Christopher Dickinson

Director

Farouq Sheikh

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

Director

Christopher Dickinson

Director

Farouq Sheikh

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

Director

Christopher Dickinson

Director

Farouq Sheikh

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

)  
)  
)  
Director  .....  
Christopher Dickinson

Director  .....  
Farouq Sheikh

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

)  
)  
)  
Director  .....  
Christopher Dickinson

Director  .....  
Farouq Sheikh

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

)  
)  
)  
)  
Director  .....  
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:

Director

Christopher Dickinson

Director

Farouq Sheikh



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

)  
)  
)  
Director   
Christopher Dickinson

Director   
Farouq Sheikh

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

)  
)  
)  
Director   
Christopher Dickinson

Director   
Farouq Sheikh

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

)  
)  
)  
Director   
Christopher Dickinson

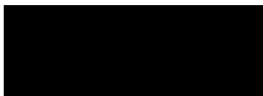

Director   
Farouq Sheikh

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

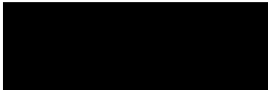

)  
)  
)  
Director   
Christopher Dickinson

Director   
Farouq Sheikh

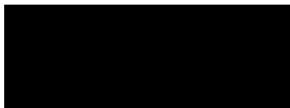

Executed as a deed by  
**CAMBIAN PROPERTIES (U.K.) LIMITED**  
acting by two directors:

)  
)  
)  
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  
**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:

)  
)  
)  
Director

  
Christopher Dickinson

Director

  
Farouq Sheikh

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



)  
)  
)  
Director

  
Christopher Dickinson

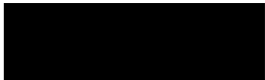

Director

  
Farouq Sheikh

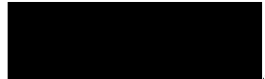

Executed as a deed by  
**COVEBERRY LIMITED**  
acting by two directors:

)  
)  
)  
Director   
Christopher Dickinson  
Director   
Farouq Sheikh

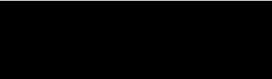

Executed as a deed by  
**DELAM CARE LIMITED**  
acting by two directors:

)  
)  
)  
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

Signature of witness

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

Name of witness

sarah Dickinson

Address of witness

Occupation of witness

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   
Christopher Dickinson

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  
**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

[Redacted Signature]

Christopher Dickinson

Director

[Redacted Signature]

Farouq Sheikh

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

Director

[Redacted Signature]

Christopher Dickinson

Director

[Redacted Signature]

Jeremy Wiles

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

Director

[Redacted Signature]

Christopher Dickinson

Director

[Redacted Signature]

Farouq Sheikh

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

Director

[Redacted Signature]

Christopher Dickinson

Director

[Redacted Signature]

Farouq Sheikh

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



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

Director



Christopher Dickinson

Director



Farouq Sheikh