



Registration of a Charge

Company Name: **ONE SIX ONE LIMITED**

Company Number: **04136284**



Received for filing in Electronic Format on the: **22/02/2023**

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Details of Charge

Date of creation: **17/02/2023**

Charge code: **0413 6284 0008**

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, PROPERTY AT 161 WOOTTON ROAD, GAYWOOD, KING'S LYNN (PE30 4DW) WITH TITLE NUMBER NK503962 AND PROPERTY AT 244 WOOTTON ROAD, KING'S LYNN (PE30 3BH) WITH TITLE NUMBER NK489287.**

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: 4136284

Charge code: 0413 6284 0008

The Registrar of Companies for England and Wales hereby certifies that a charge dated 17th February 2023 and created by ONE SIX ONE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 22nd February 2023 .

Given at Companies House, Cardiff on 23rd February 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**

PROJECT AMALFI

Deed of Accession and Charge

THIS DEED OF ACCESSION AND CHARGE is made on 17 February 2023

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 and 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]

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

Name of Chargor	Registered Number
Barleycare Limited	05156601
CareTech Estates Limited	05964868
CareTech Estates (No 2) Limited	06518327
CareTech Estates (No 3) Limited	06518491
CareTech Estates (No.4) Limited	06543818
CareTech Estates (No. 5) Limited	07027116
CareTech Estates (No 6) Limited	08420656
CareTech Estates (No 7) Limited	08628141
Daisybrook Limited	03026221
Franklin Homes Limited	03002865
Mason Property Development Company Limited	04308273
One Six One Limited	04136284
Uplands (Fareham) Limited	03488896
Valeo Limited	04099715
Applied Care and Development Limited	SC224352
Cameron Care Limited	SC283940

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

	Name of New Chargor /Registered Proprietor	Address of Property	Freehold (FH) / Long Leasehold (LLH)	Title Number
1.	Valeo Limited	26-28 Cambridge Road, Huddersfield (HD1 5BU)	LLH	YY144129
2.	Valeo Limited	Templefield, Temple Road, Dewsbury (WF13 3QE)	LLH	YY117711
3.	Daisybrook Limited	Daisybrook House, 49 Norton Green Lane, Norton Canes, Cannock (WS11 9PR)	LLH	SF645466
4.	CareTech Estates (No. 5) Limited	Aroona, Collingham Park, Lancaster (LA1 4JL)	LLH	LAN217525
5.	Valeo Limited	207 Scar Lane, Huddersfield (HD3 4PZ)	LLH	YY117708
6.	CareTech Estates (No. 5) Limited	Ashdene, Parkside Lane, Nateby, Preston (PR3 0JA)	LLH	LAN217524
7.	Barleycare Limited	2 Laser Close, Shenley Lodge, Milton Keynes, (MK5 7AZ)	LLH	BM404258
8.	Valeo Limited	243 Gleadless Road, Sheffield (S2 3AL)	LLH	SYK327841
9.	CareTech Estates Limited	Aspect House, 68 West Park Road, Smethwick (B67 7JH)	LLH	MM121014
10.	CareTech Estates (No. 5) Limited	Crow Royd, Ouzelwell Lane, Dewsbury (WF12 0RX)	LLH	YY117720
11.	CareTech Estates (No 2) Limited	24 and 28 Woodhouse Road, London (N12 0RG)	LLH	AGL370627

12.	CareTech Estates (No. 5) Limited	3, Tower View, Station Road, Foulridge, Colne (BB8 7NB)	LLH	LAN217532
13.	CareTech Estates (No. 5) Limited	Linton, Kirkham Road, Freckleton, Preston (PR4 1HX)	LLH	LAN238324
14.	CareTech Estates (No 2) Limited	10-12 Pitgreen Lane, Newcastle (ST5 0DB)	LLH	SF645460
15.	CareTech Estates (No.4) Limited	59 Victoria Drive, Bognor Regis (PO21 2TQ)	FH	WSX194932
16.	CareTech Estates (No 7) Limited	167 High Street, Clapham, Bedford (MK41 6AH)	LLH	BD305912
17.	CareTech Estates (No. 5) Limited	7 Clarence Road, Llandudno (LL30 1BX)	FH	WA569248
18.	CareTech Estates (No 7) Limited	Oak Trees, Warboys Road, Old Hurst, Huntingdon (PE28 3AA)	FH	CB232779
19.	CareTech Estates (No. 5) Limited	Tan Yr Allt 3 Cwllach Road, Llandudno (LL30 2HT)	FH	CYM96274
20.	CareTech Estates Limited	Land on the east and west side of the road leading from Maidstone to Ashford Westwell Leacon, Charing, Ashford.	LLH	TT47607
21.	CareTech Estates (No.4) Limited	56 Kirkstall Road, Streatham Hill, London (SW2 4HF)	FH	SGL324161
22.	CareTech Estates Limited	Juniper, The Forstal, Mersham, Ashford (TN25 6NU)	FH	K539483
23.	CareTech Estates (No.4) Limited	64 Leigham Court Road, Streatham, London (SW16 2PL)	LLH	TGL443197
24.	CareTech Estates Limited	36 Kingsmead Close, Cheltenham (GL51 0AN)	FH	GR11249
25.	CareTech Estates (No 7) Limited	May Morning Lodge, Barrow Hill, Sellindge, Ashford (TN25 6JG)	LLH	TT47604
26.	CareTech Estates (No 3) Limited	Ashview House, Riverview, Basildon (SS16 4TR)	LLH	EX934396

27.	CareTech Estates (No.4) Limited	Glenroyd, 26 High Road North, Laindon, Basildon (SS15 4DP)	LLH	EX934431
28.	CareTech Estates (No.4) Limited	62 Addington Road, South Croydon (CR2 8RB)	LLH	SGL768190
29.	Valeo Limited	2 Norwood Road, Sheffield (S5 7BD)	FH	SYK218663
30.	CareTech Estates (No. 5) Limited	19 Cowley Crescent, Padiham, Burnley (BB12 8SX)	LLH	LA424723
31.	Valeo Limited	251 High Greave, Sheffield (S5 9GS)	FH	SYK117472
32.	CareTech Estates (No. 5) Limited	Beacon Reach, Ward Green Lane, Ribchester, Preston (PR3 3YB)	LLH	LAN217516
33.	CareTech Estates Limited	Cosy Lodge, Westwell Leacon, Charing, Ashford (TN27 0EH)	LLH	TT47590
34.	CareTech Estates Limited	Richardson Court, Main Road, Sellindge, Ashford (TN25 6JD)	LLH	TT47612
35.	CareTech Estates (No 6) Limited	2 Birch Coppice, Brierley Hill (DY5 1AP)	FH	WM669063
36.	CareTech Estates (No.4) Limited	11 Elmstead Road, Bexhill-On-Sea (TN40 2HP)	LLH	ESX373096
37.	CareTech Estates Limited	34-36 Porthill Bank, Newcastle (ST5 0AA)	LLH	SF645477
38.	CareTech Estates (No 7) Limited	Whiston House, Whiston Avenue, Bethersden, Ashford (TN26 3LA)	LLH	TT47556
39.	CareTech Estates Limited	Parkwood House, West Street, Harrietsham, Maidstone (ME17 1JZ).	LLH	TT47617
40.	One Six One Limited	161 Wootton Road, Gaywood, King's Lynn (PE30 4DW)	LLH	NK503962
	One Six One Limited	244 Wootton Road, King's Lynn (PE30 3BH)	LLH	NK489287

41.	CareTech Estates (No 7) Limited	Orchard House, Ashford Road, Kingsnorth, Ashford (TN23 3ED)	LLH	TT47609
42.	CareTech Estates Limited	15 Julian Road, Folkestone (CT19 5HP)	LLH	TT47525
43.	CareTech Estates (No 7) Limited	Sherwood Court, The Common, Hatfield (AL10 0NX)	LLH	HD551668
44.	CareTech Estates (No 7) Limited	3 St Richards Road, Deal (CT14 9JR)	LLH	TT47605
45.	CareTech Estates (No 3) Limited	12 Hardy Road, Greatstone, New Romney (TN28 8SF)	FH	K260749
46.	CareTech Estates Limited	Rose Cottage, Church Road, Mersham, Ashford (TN25 6NT)	FH	K762838
47.	CareTech Estates (No 7) Limited	10 The Street, Kingston, Canterbury (CT4 6HZ)	LLH	TT47597
48.	CareTech Estates Limited	17 Grimston Avenue, Folkestone (CT20 2QE)	LLH	TT47585
49.	CareTech Estates (No 7) Limited	44 The Avenue, Watford (WD17 4NS)	LLH	HD551661
50.	CareTech Estates (No 7) Limited	Westbrook House, Cupid Green Lane, Hemel Hempstead (HP2 7GH)	LLH	HD551680
51.	CareTech Estates (No 7) Limited	Ashwood Place, Sunnyside Road, Hitchin (SG4 9JG)	LLH	HD551665
52.	CareTech Estates (No 7) Limited	St. Agnells House, Cupid Green Lane, Hemel Hempstead (HP2 7GH)	LLH	HD551718
53.	CareTech Estates (No.4) Limited	62 Leigham Court Road, Streatham, London (SW16 2PL)	FH	354251
54.	CareTech Estates (No 7) Limited	136 Mildred Avenue, Watford (WD18 7DX)	LLH	HD551658

55.	CareTech Estates Limited	Anderida, Church Road, Mersham, Ashford (TN25 6NT)	FH	K407369
56.	CareTech Estates (No 7) Limited	183 Faversham Road, Kennington, Ashford (TN24 9AE)	LLH	TT47538
57.	CareTech Estates (No 3)	20 Taylors Lane, St Marys Bay, Romney Marsh (TN29 0EU)	FH	K551484
58.	CareTech Estates (No 7) Limited	88 Park Road, New Barnet, Barnet (EN4 9QF)	LLH	AGL370656
59.	CareTech Estates Limited	The Corner House, Church Road, Mersham, Ashford (TN25 6NS)	LLH	TT47592
60.	CareTech Estates (No 7) Limited	9 Crowlands, Cottenham, Cambridge (CB24 8TE)	LLH	CB411092
61.	CareTech Estates (No 7) Limited	Yewdale Farm, West Fen, Willingham, Cambridge (CB24 5LP)	LLH	CB411069
62.	CareTech Estates (No 3) Limited	99 Dunes Road, Greatstone, New Romney (TN28 8SW)	LLH	TT47584
63.	CareTech Estates (No 7) Limited	5 High Street, Cottenham, Cambridge (CB24 8SA)	LLH	CB411070
64.	CareTech Estates (No 7) Limited	145a Friern Park, London (N12 9LR)	LLH	AGL370449
65.	CareTech Estates (No 7) Limited	41 Manor Road, Barnet (EN5 2JQ)	LLH	AGL370613
66.	CareTech Estates Limited	52 Gloucester Road, Cheltenham (GL51 8PA)	FH	GR80127
67.	CareTech Estates Limited	33 Radnor Road, Cheltenham (GL51 3JN)	FH	GR20020

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:


Title: Transaction Manager

PARENT

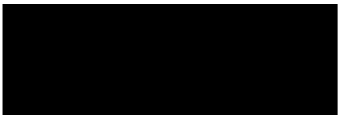
Executed as a deed by
AMALFI CLEANCO LIMITED
acting by two directors:

)
)
)
Director Christopher Dickinson
Director Farouq Sheikh


THE NEW CHARGORS

Executed as a deed by)
BARLEYCARE LIMITED acting by two directors:)
Director ... 
Christopher Dickinson

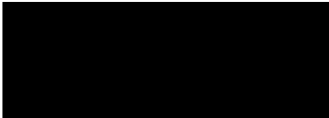
Director ... 
Farouq Sheikh

Executed as a deed by)
CARETECH ESTATES LIMITED acting by two)
directors:)
Director 
Christopher Dickinson

Director ... 
Farouq Sheikh

Executed as a deed by)
CARETECH ESTATES (No 2) LIMITED acting by two)
directors:)
Director ... 
Christopher Dickinson

Director 
Farouq Sheikh

Executed as a deed by)
CARETECH ESTATES (No 3) LIMITED acting by two)
directors:)
Director 
Christopher Dickinson

Director .. 
Farouq Sheikh

Executed as a deed by)
CARETECH ESTATES (No.4) LIMITED acting by two)
directors:)
Director [Redacted]
Christopher Dickinson
Director [Redacted]
Farouq Sheikh

Executed as a deed by)
CARETECH ESTATES (No. 5) LIMITED acting by two)
directors:)
Director [Redacted]
Christopher Dickinson
Director [Redacted]
Farouq Sheikh

Executed as a deed by)
CARETECH ESTATES (No 6) LIMITED acting by two)
directors:)
Director [Redacted]
Christopher Dickinson
Director [Redacted]
Farouq Sheikh

Executed as a deed by)
CARETECH ESTATES (No 7) LIMITED acting by two)
directors:)
Director [Redacted]
Christopher Dickinson
Director [Redacted]
Farouq Sheikh

Executed as a deed by)
DAISYBROOK LIMITED acting by two directors:)
)
Director)
Christopher Dickinson
Director)
Farouq Sheikh

Executed as a deed by)
FRANKLIN HOMES LIMITED acting by two directors:)
)
Director)
Christopher Dickinson
Director)
Farouq Sheikh

Executed as a deed by)
MASON PROPERTY DEVELOPMENT COMPANY)
LIMITED acting by two directors:)
)
Director)
Christopher Dickinson
Director)
Farouq Sheikh

Executed as a deed by)
ONE SIX ONE LIMITED acting by two directors:)
)
)
Director)
Christopher Dickinson
Director)
Farouq Sheikh

Executed as a deed by)
UPLANDS (FAREHAM) LIMITED acting by two)
directors:)
Director [Redacted]
Christopher Dickinson
Director [Redacted]
Farouq Sheikh

Executed as a deed by)
VALEO LIMITED acting by two directors:)
Director [Redacted]
Christopher Dickinson
Director [Redacted]
Farouq Sheikh

Executed as a deed by)
APPLIED CARE AND DEVELOPMENT LIMITED acting)
by two directors:)
Director [Redacted]
Christopher Dickinson
Director [Redacted]
Farouq Sheikh

Executed as a deed by)
CAMERON CARE LIMITED acting by two directors:)
Director [Redacted]
Christopher Dickinson
Director [Redacted]
Farouq Sheikh