



Registration of a Charge

Company name: **CAMBIAN HERITAGE I LIMITED**

Company number: **05150238**



X7JMFDP7

Received for Electronic Filing: **27/11/2018**

Details of Charge

Date of creation: **23/11/2018**

Charge code: **0515 0238 0006**

Persons entitled: **NATIONAL WESTMINSTER BANK PLC AS SECURITY AGENT**

Brief description:

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:

CMS CAMERON MCKENNA NABARRO OLSWANG LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5150238

Charge code: 0515 0238 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 23rd November 2018 and created by CAMBIAN HERITAGE I LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 27th November 2018 .

Given at Companies House, Cardiff on 29th November 2018

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 DEED is made on 23 November 2018

BETWEEN:

- (1) **THE COMPANIES** whose respective names and company numbers appear in schedule 1 (The New Chargors) (collectively the "**New Chargors**" and each a "**New Chargor**");
- (2) **CARETECH HOLDINGS PLC**, a company incorporated in England and Wales with registered number 04457287 (the "**Obligors' Agent**") for itself and as agent for and on behalf of each of the existing Chargors; and
- (3) **NATIONAL WESTMINSTER BANK PLC** as Security Agent for the Secured Parties (the "**Security Agent**").

RECITALS

This Deed is supplemental to a debenture dated 29 October 2018 between, amongst others, the Chargors named therein and the Security Agent, as previously supplemented and amended by earlier Security Accession Deeds (if any) (the "**Debenture**").

THE PARTIES AGREE AS FOLLOWS:

1. **INTERPRETATION**

1.1 **Definitions**

Terms defined in the Debenture shall have the same meanings when used in this Deed.

1.2 **Construction**

Clauses 1.2 to 1.11 (Construction) of the Debenture will be deemed to be set out in full in this Deed, but as if references in those clauses to the Debenture were references to this Deed.

2. **ACCESSION OF NEW CHARGOR**

2.1 **Accession**

Each New Chargor agrees to be a Chargor for the purposes of the Debenture with immediate effect and agrees to be bound by all of the terms of the Debenture as if it had been a party to it as a Chargor.

2.2 **Covenant to Pay**

Each New Chargor covenants with the Security Agent (as trustee for the Secured Parties) that it will pay, perform and discharge the Secured Liabilities as and when the same fall due for payment, performance or discharge in accordance with the terms of the Finance Documents.

3. **FIXED SECURITY**

3.1 **Charges**

- (a) Each New Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, charges in favour of the Security Agent (as trustee for the Secured Parties) by way of a first legal mortgage all of its right, title and interest in and to the freehold, commonhold and leasehold property (if any) specified in schedule 2 (Real Property).

- (b) Each New Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, charges in favour of the Security Agent (as trustee for the Secured Parties) by way of first fixed charge all of its right, title and interest in and to the following assets, both present and future:
- (i) all estates or interests in any freehold, commonhold or leasehold property (other than such property effectively mortgaged under clause 3.1 above);
 - (ii) all licences held by it to enter upon or use land and/or to carry on the business carried on upon that land and all agreements relating to land to which it is a party or otherwise entitled;
 - (iii) where any Mortgaged Property is leasehold property, any right or interest arising by virtue of any enfranchising legislation (including, but not limited to, the Leasehold Reform Act 1967 and the Leasehold Reform Housing and Urban Development Act 1993 but excluding Part II of the Landlord and Tenant Act 1954) which confers upon a tenant of property whether individually or collectively with other tenants of that or other properties the right to acquire a new lease of that property or to acquire, or require the acquisition by a nominee of, the freehold or any intermediate reversionary interest in that property;
 - (iv) any amounts owing to it by way of rent, licence fee, service charge, dilapidations, ground rent and/or rent charge in respect of any Mortgaged Property or Premises;
 - (v) all fixed and other plant and machinery, computers, vehicles, office equipment and other chattels in its ownership or possession (but excluding any of those items to the extent that they are part of its stock in trade);
 - (vi) to the extent not effectively assigned pursuant to clause 3.2 (Assignment), all Insurances, including all claims, the proceeds of all claims and all returns of premium in connection with Insurances;
 - (vii) all book debts and all other debts or monetary claims (including all choses in action which may give rise to a debt or monetary claim), all proceeds thereof and, in each case, any cheque, bill, note, negotiable instrument or other document representing the same;
 - (viii) all moneys from time to time deposited in or standing to the credit of any bank account with the Security Agent (including, for the avoidance of doubt, the Holding Account and Mandatory Prepayment Account) or any other bank or financial institution (including, without limitation, any rent deposit given to secure liabilities in relation to land and any retention or similar sum arising out of a construction contract or any other contract (and, in each case, any cheque, bill, note, negotiable instrument or other document representing the same)), including those accounts (if any) listed in schedule 6 (Account Details) of the Debenture or in any Security Accession Deed;
 - (ix) all Securities and their Related Rights;
 - (x) all of its goodwill and uncalled capital;
 - (xi) all Intellectual Property; and
 - (xii) to the extent not effectively assigned pursuant to clause 3.2(a)(i) (Assignment), each of the Specified Contracts.

3.2 **Assignment**

(a) Each New Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, assigns to the Security Agent (as trustee for the Secured Parties) absolutely by way of a first legal assignment all of that Chargor's right, title and interest in and to:

(i) each of the Specified Contracts; and

(ii) all Insurances, including all claims, the proceeds of all claims and all returns of premium in connection with Insurances,

provided that on payment or discharge in full of the Secured Liabilities the Security Agent will at the request and cost of the relevant Chargor re-assign the relevant rights, title and interest in the assigned assets to that Chargor (or as it shall direct);

4. **FLOATING CHARGE**

Each New Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, charges in favour of the Security Agent (as trustee for the Secured Parties) by way of a first floating charge all of its undertaking and all its other property, assets and rights whatsoever, all the stock in trade of that Chargor and the property, assets and rights not otherwise validly and effectively mortgaged, charged or assigned (whether at law or in equity) by way of fixed security pursuant to clause 3 (Fixed Security).

5. **INCORPORATION INTO DEBENTURE**

The Debenture and this Deed shall be read together as one instrument on the basis that references in the Debenture to "this Deed" will be deemed to include this Deed.

6. **CONSENT OF EXISTING CHARGORS**

Each existing Chargor agrees to the terms of this Deed and agrees that its execution will in no way prejudice or affect the security granted by each of them under (and the covenants given by each of them in) the Debenture.

7. **THIRD PARTY RIGHTS**

Nothing in this Deed is intended to confer on any person any right to enforce or enjoy the benefit of any provision of this Deed which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.

8. **NOTICES**

Each New Chargor confirms that its address details for notices are as is listed next to its name in schedule 1 (The New Chargors).

9. **COUNTERPARTS**

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

10. **GOVERNING LAW**

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

THIS ACCESSION DEED has been signed on behalf of the Security Agent, signed on behalf of the Obligors' Agent and executed as a deed by each Subsidiary and is delivered on the date stated above.

SCHEDULE 1

The New Chargors

Company Name	Company Number	Administrative Details	Jurisdiction
Cambian Group Limited	08929371	<p>Address: 4th Floor, Waterfront Manbre Wharf, Manbre Road, Hammersmith, England, W6 9RH</p> <p>Fax No.: +44 (0)20 8735 6151</p> <p>Electronic mail: Catherine.Apthorpe@cambianguroup.com</p> <p>Attention: Catherine Apthorpe, Head of Legal & Company Secretary</p>	United Kingdom
Cambian Group Holdings Limited	08929407	<p>Address: 4th Floor, Waterfront Manbre Wharf, Manbre Road, Hammersmith, England, W6 9RH</p> <p>Fax No.: +44 (0)20 8735 6151</p> <p>Electronic mail: Catherine.Apthorpe@cambianguroup.com</p> <p>Attention: Catherine Apthorpe, Head of Legal & Company Secretary</p>	United Kingdom
Advanced Childcare Services Limited	07559570	<p>Address: 4th Floor, Waterfront Manbre Wharf, Manbre Road, Hammersmith, England, W6 9RH</p> <p>Fax No.: +44 (0)20 8735 6151</p> <p>Electronic mail: Catherine.Apthorpe@cambianguroup.com</p> <p>Attention: Catherine Apthorpe, Head of Legal & Company Secretary</p>	United Kingdom
Cambian Education Services Limited	05554772	<p>Address: 4th Floor, Waterfront Manbre Wharf, Manbre Road, Hammersmith, England, W6 9RH</p> <p>Fax No.: +44 (0)20 8735 6151</p> <p>Electronic mail: Catherine.Apthorpe@cambianguroup.com</p> <p>Attention: Catherine Apthorpe, Head of Legal & Company Secretary</p>	United Kingdom

Cambian Childcare Properties Limited	05274924	<p>Address: 4th Floor, Waterfront Manbre Wharf, Manbre Road, Hammersmith, England, W6 9RH</p> <p>Fax No.: +44 (0)20 8735 6151</p> <p>Electronic mail: Catherine.Apthorpe@cambianguroup.com</p> <p>Attention: Catherine Apthorpe, Head of Legal & Company Secretary</p>	United Kingdom
Cambian Childcare Limited	04280519	<p>Address: 4th Floor, Waterfront Manbre Wharf, Manbre Road, Hammersmith, England, W6 9RH</p> <p>Fax No.: +44 (0)20 8735 6151</p> <p>Electronic mail: Catherine.Apthorpe@cambianguroup.com</p> <p>Attention: Catherine Apthorpe, Head of Legal & Company Secretary</p>	United Kingdom
Cambian Asperger Syndrome Services Limited	04117476	<p>Address: 4th Floor, Waterfront Manbre Wharf, Manbre Road, Hammersmith, England, W6 9RH</p> <p>Fax No.: +44 (0)20 8735 6151</p> <p>Electronic mail: Catherine.Apthorpe@cambianguroup.com</p> <p>Attention: Catherine Apthorpe, Head of Legal & Company Secretary</p>	United Kingdom
Cambian Properties (U.K.) Limited	05554819	<p>Address: 4th Floor, Waterfront Manbre Wharf, Manbre Road, Hammersmith, England, W6 9RH</p> <p>Fax No.: +44 (0)20 8735 6151</p> <p>Electronic mail: Catherine.Apthorpe@cambianguroup.com</p> <p>Attention: Catherine Apthorpe, Head of Legal & Company Secretary</p>	United Kingdom
Cambian Heritage I Limited	05150238	<p>Address: 4th Floor, Waterfront Manbre Wharf, Manbre Road, Hammersmith, England, W6 9RH</p> <p>Fax No.: +44 (0)20 8735 6151</p> <p>Electronic mail: Catherine.Apthorpe@cambianguroup.com</p> <p>Attention: Catherine Apthorpe, Head of</p>	United Kingdom

		Legal & Company Secretary	
Cambian Heritage II Limited	03898254	Address: 4th Floor, Waterfront Manbre Wharf, Manbre Road, Hammersmith, England, W6 9RH Fax No.: +44 (0)20 8735 6151 Electronic mail: Catherine.Apthorpe@cambiagroup.com Attention: Catherine Apthorpe, Head of Legal & Company Secretary	United Kingdom

SCHEDULE 2

Real Property

(Freehold, commonhold or leasehold property (if any) in England and Wales of which the relevant Chargor is registered as the proprietor at the Land Registry)

Name of Chargor	Premises at:	Postcode	Registered at HM Land Registry under Title No:
Cambian Childcare Properties Limited	21 Grove Road, Atherstone	CV9 1DP	WK360421
Cambian Childcare Properties Limited	2 The Meadows, Shawbury, Shrewsbury	SY4 4HS	SL752
Cambian Childcare Properties Limited	Creech Court, Creech Paper Mill, Creech St Michael, Taunton	TA3 5PX	ST310808
Cambian Childcare Properties Limited	Greenlands, Prescott Road, Prescott, Baschurch, Shrewsbury	SY4 2DP	SL88893
Cambian Childcare Properties Limited	201 Forest Road, Coalville	LE67 3SP	LT221380
Cambian Childcare Properties Limited	24 Montley, Wilnecote, Tamworth	B77 4JF	SF251136
Cambian Childcare Properties Limited	The Fields, Great Ness, Shrewsbury	SY4 2LE	SL49412
Cambian Childcare Properties Limited	164 Hereford Road, Shrewsbury	SY3 9LB	SL53685
Cambian Childcare Properties Limited	69 Lullington Road, Overseal, Derby	DE12 6NG	DY129987
Cambian Childcare Properties Limited	70 Vicarage Road, Brownhills	WS8 6AR	WM398742
Cambian Childcare Properties Limited	Inscape, Plealey Lane, Longden, Shrewsbury	SY5 8ET	SL82466
Cambian Childcare Properties Limited	Waldersey House, 172 March Road, Friday Bridge, Wisbech	PE14 0LP	CB315058
Cambian Childcare Properties Limited	Sandaway, Dorrington, Shrewsbury	SY5 7LW	SL135577
Cambian Childcare Properties Limited	The Mews, Wem Lane, Soulton, Wem, Shrewsbury	SY4 5RT	SL147351
Cambian Childcare Properties Limited	Elm Tree Cottage, Brown Moss, Whitchurch	SY13 4BX	SL147944
Cambian Childcare Properties Limited	The Stubbs, Leigh, Minsterley, Shrewsbury	SY5 0DT	SL134694
Cambian Childcare Properties Limited	New Gables, 2 New Close Road, Shipley, Bradford	BD18 4AB	WYK141805
Cambian Childcare Properties Limited	Barff Lodge, Mill Lane, Brayton, Selby	YO8 9LB	NYK101627
Cambian Childcare Properties Limited	Rowton Bank Cottage, Rowton, Halfway House, Shrewsbury	SY5 9EN	SL107038
Cambian Childcare Properties Limited	Orchard View, Load Lane, Westonzoyland, Bridgwater	TA7 0LW	ST181925
Cambian Childcare Properties Limited	146 Underdale Road, Shrewsbury	SY2 5EG	SL67859
Cambian Childcare Properties Limited	Land On The South West Side Of Fairfields, Soulton Road,	SY4 5HR	SL181504

	Wem, Shrewsbury		
Cambian Childcare Properties Limited	Mere Bank House, Marton Road, Baschurch, Shrewsbury	SY4 2BT	SL231742
Cambian Childcare Properties Limited	Carrs Farm, Burrowbridge, Bridgwater	TA7 0RF	ST258095
Cambian Childcare Properties Limited	299 Cople Road, Cardington	MK44 3SH	BD191160
Cambian Childcare Properties Limited	Grindon, Chapel Hill, Uffculme, Cullompton	EX15 3AQ	DN436598
Cambian Childcare Properties Limited	3 Third Avenue, Nottingham	NG7 6JH	NT78630
Cambian Childcare Properties Limited	67-69 Queens Park Parade, Northampton	NN2 6LR	NN204965
Cambian Childcare Properties Limited	St Peters School, Chelmarsh, Bridgnorth	WV16 6AX	SL16357
Cambian Childcare Properties Limited	67a Queens Park Parade, Northampton	NN2 6LR	NN210173
Cambian Childcare Properties Limited	333 Leeds Road, Thackley, Bradford	BD10 9AB	WYK11424
Cambian Childcare Properties Limited	103 Upper Normacott Road, Longton, Stoke-On-Trent	ST3 4QG	SF345651
Cambian Childcare Properties Limited	6 Victoria Avenue, Halesowen, Birmingham	B62 9BL	MM23945
Cambian Childcare Properties Limited	1 Inglemire Lane, Cottingham, Hull	HU16 4PB	HS162659
Cambian Childcare Properties Limited	Beech Tree School, Meadow Lane, Bamber Bridge, Preston	PR5 8LN	LA927821
Cambian Childcare Properties Limited	17 Victoria Street, Loughborough	LE11 2EN	LT429645
Cambian Childcare Properties Limited	2 Villa Walk, Lozells, Birmingham	B19 2XJ	WM977517
Cambian Childcare Properties Limited	Ponderosa, Moss Road, Moss, Doncaster; Land On The South Side Of Moss Road, Moss, Doncaster; Land Lying To The South Of Moss Road, Moss, Doncaster; Land Lying To The South Of Moss Road, Askern, Doncaster	DN6 0HN	SYK528202 SYK533431 SYK604524 SYK609496
Cambian Childcare Properties Limited	Princes Avenue, 96 Park Avenue, Hull	HU5 3ET	HS9130
Cambian Childcare Properties Limited	Blowell House, Fulham Lane, Whitley, Goole	DN14 0JL	NYK421029
Cambian Childcare Properties Limited	Parkwood, Horse Close Lane, Trimdon Colliery, Trimdon Station	TS29 6LS	DU85049
Cambian Childcare Properties Limited	The Brambles, 351 Ipswich Road, Colchester	CO4 0HN	EX666365
Cambian Childcare Properties Limited	2 Brooklands Parade, East Park, Wolverhampton	WV1 2NH	WM901630
Cambian Childcare Properties Limited	52 Borough Road, Paignton	TQ4 7DQ	DN65012
Cambian Childcare Properties Limited	268 Lightbowne Road, Moston, Manchester	M40 5HQ	LA16162

Cambian Properties Limited	Childcare	23 Lambert Road, Ribbleton, Preston	PR2 6YQ	LA331131
Cambian Properties Limited	Childcare	Tudor Cottage, Duton Hill, Dunmow	CM6 2DZ	EX643659
Cambian Properties Limited	Childcare	136 Seamer Road, Mount View, Scarborough	YO12 4EY	NYK122536
Cambian Properties Limited	Childcare	316 Stourbridge Road, Dudley	DY1 2EE	WM182827
Cambian Properties Limited	Childcare	Arrow Bridge Cottage, Eardisland, Leominster	HR6 9AT	HE4521
Cambian Properties Limited	Childcare	51 Beech Way, Smethwick, Birmingham	B66 3RE	WM521260
Cambian Properties Limited	Childcare	62 Peelhouse Lane, Widnes	WA8 6TJ	CH140372
Cambian Properties Limited	Childcare	25 Greenridge Rd, Handsworth Wood, Birmingham	B20 1JL	WK170478
Cambian Properties Limited	Childcare	9 Cedar Drive, Northfield, Birmingham	B31 3PE	WM754311
Cambian Properties Limited	Childcare	99 Castle Rock Drive, Coalville	LE67 4SE	LT246758
Cambian Properties Limited	Childcare	Fenton Grange, Church Fenton	LS24 9ST	NYK196108
Cambian Properties Limited	Childcare	127 Middle Leaford, Stechford, Birmingham	B34 6HA	WM454276
Cambian Properties Limited	Childcare	10 Southbourne Ave, Hodge Hill, Birmingham	B34 6AJ	WM116933
Cambian Properties Limited	Childcare	121 Trent Valley Road, Penkhull	ST4 5HN	SF227724
Cambian Properties Limited	Childcare	Mole Hill Green, Takeley, Bishops Stortford	CM22 6PH	EX736031
Cambian Properties Limited	Childcare	Broad Lane, Church Fenton, North Yorkshire	LS24 9ST	NYK196108
Cambian Properties Limited	Childcare	Ullingswick, Felton, Herefordshire	HR1 3PN	HW177086
Cambian Properties Limited	Childcare	Evesham Road, Lower Cranhill, Bidford Upon Avon	B50 4LN	WK380001
Cambian Properties Limited	Childcare	1 Herbert Road, Bearwood	B67 5DD	WM288402
Cambian Properties Limited	Childcare	Sycamore House, Haswell Moor, Durham	DH6 2AG	DU198453, DU310202
Cambian Properties Limited	Childcare	High Street, Felling, Gateshead	NE10 9LT	TY99196, TY321391
Cambian Properties Limited	Childcare	49 Hoxton Road, Ellacombe, Torquay	TQ1 1NY	DN76517
Cambian Properties Limited	Childcare	30 Shepherd Lane, Thurnscoe, Rotherham	S63 0JS	SYK135077
Cambian Properties Limited	Childcare	41 Sea View Drive, Scarborough	YO11 3HY	NYK156242
Cambian Properties Limited	Childcare	123 Fraser Street, Shaw, Oldham	OL2 7XP	GM450568
Cambian Properties Limited	Childcare	7 Watling Street, Towcester	NN12 6HN	NN120110
Cambian Heritage II Limited	Heritage II	Land at the north west side of Grately House School, Pond	SP11 8TA	HP391002, HP602678

		Lane, Grateley, Andover, and Grateley House School, Pond Lane, Grateley, Andover		
Cambian Heritage Limited	II	Land At Southlands School, Vicars Hill, Lymington and Vicars Hill, Boldre, Lymington, S041 5QB and Southlands School, Vicars Hill, Lymington	SO41 5QB	HP242560, HP155636
Cambian Heritage Limited	II	Hill House School, Rope Hill, Boldre, Lymington	SO41 8NE	HP174934
Cambian Heritage Limited	II	Spring Hill School, Palace Road, Ripon	HG4 3HN	NYK165978
Cambian Heritage Limited	II	126 Richmond Park Road, Bournemouth,	BH8 8TH	DT339457
Cambian Heritage Limited	II	Purbeck View School, Northbrook Road, Swanage	BH19 1PR	DT264518
Cambian Heritage Limited	II	The Barn, Towcester; Land Adjoining Potterspury Lodge School, Potterspury; Land and Buildings Lying To The North Of Roman Road, Potterspury; Land Adjoining Pottersbury Lodge; Yardley Gobion, Potterspury	NN12 7LL	NN308427 NN28018 NN121215 NN18158 NN331821
Cambian Heritage Limited	II	The Forum School, Shillingstone, Blandford Forum	DT11 0QS	DT249158
Cambian Heritage Limited	II	White Hart, Whaddon Way, Bletchley, Milton Keynes	MK3 7EB	BM192969
Cambian Heritage Limited	II	Quayridge House, Fitton End Road, Gorefield, Wisbech; Willow Lodge, Fitton End Road, Gorefield, Wisbech; and Land At Willow Lodge, Fitton End Road, Gorefield, Wisbech	PE13 4NQ	CB194084 CB113482 CB345631
Cambian Childcare Properties Limited		The Mews, Wem Lane, Wem, Shropshire	SY4 5RT	SL147351
Cambian Childcare Properties Limited		Mole Hill Green, Takeley	CM22 6PQ	EX737788
Cambian Childcare Properties Limited		Flats, 69 Queens Park Parade, Northampton	NN2 6LR	NN204965
Cambian Childcare Properties Limited		232 Stafford Road, Wolverhampton	WV10 6JT	SF11434
Cambian Childcare Properties Limited		2 Barnhill Road, Kingskerswell	TQ12 5DE	DN97832

SCHEDULE 3

Intellectual Property

Name of Chargor: Cambian Group Holdings Limited						
Nature of Intellectual Property	Country	Classes	Application Number	Application Date	Registration Number	Registration Date
Trademark	United Kingdom	16,36,41,43,44,45	UK00002314595	01/11/2002	UK00002314595	12/09/2003
Trademark	United Kingdom	16,36,41,43,44,45	UK00002314628	01/11/2002	UK00002314628	04/04/2003
Trademark	United Kingdom	44	UK00002363901	21/05/2004	UK00002363901	18/02/2005
Trademark	United Kingdom	16,35,38	UK00002463573	07/08/2007	UK00002463573	04/04/2008
Trademark	United Kingdom	6,9,14,16,18,20,21,25,26,28,35,36,37,38,39,41,42,43,44,45	UK00002463574	07/08/2007	UK00002463574	04/04/2008
Trademark	United Kingdom	6,14,16,18,20,21,26,36,37,39,41,42,43,44,45	UK00002463575	07/08/2007	UK00002463575	04/04/2008
Trademark	United Kingdom	16,35,38	UK00002463577	07/08/2007	UK00002463577	04/04/2008
Trademark	United Kingdom	6,9,14,16,18,20,21,25,26,28,35,36,37,38,39,41,42,43,44,45	UK00002463578	07/08/2007	UK00002463578	04/04/2008
Trademark	United Kingdom	16,35,41,43,45	UK00002583403	02/06/2011	UK00002583403	27/01/2012
Trademark	United Kingdom	16,35,41,43,45	UK00002583409	02/06/2011	UK00002583409	27/01/2012
Trademark	United Kingdom	16,35,36,41,43,45	UK00003030214	12/11/2013	UK00003030214	04/04/2014

Trademark	United Kingdom	16,35,36,41,43,45	UK00003030277	12/11/2013	UK00003030277	04/04/2014
Trademark	United Kingdom	6,9,14,16,18,20,21,25,26,28,35,36,37,38,39,41,42,43,44,45	UK0002463585A	07/08/2007	UK0002463585A	11/04/2008
Trademark	United Kingdom	6,9,14,16,18,20,21,25,26,28,35,36,37,38,39,41,42,43,44,45	UK0002463585B	07/08/2007	UK0002463585B	11/04/2008

SCHEDULE 4

Securities

Name of Chargor (registered holder of shares)	Details of company in which shares are held	Number of shares	Description of shares (class, par value etc)	Share certificate numbers
Cambian Group Limited	Cambian Group Holdings Limited	2,600,001	Ordinary shares of £1.00 each	Certificate numbered not
Cambian Group Holdings Limited	Advanced Childcare Services Limited	78,794,180	Ordinary share of £1.00 each	Certificate numbered not
	Cambian Signpost Limited	105,000	Ordinary share of £0.10 each	Certificate numbered not
	Cambian Education Services Limited	84,363,385	Ordinary share of £1.00 each	Certificate numbered not
	Cambian FS Limited	1	Ordinary share of £1.00 each	Certificate numbered not
Advanced Childcare Services Limited	Cambian Childcare Properties Limited	638,717	Ordinary share of £0.01 each	Certificate numbered not
	Cambian Childcare Limited	52,161	Ordinary share of £1.00 each	Certificate numbered not
Cambian Education Services Limited	Cambian Whinfell School Limited	100	Ordinary share of £1.00 each	Certificate numbered not
	Cambian Autism Services Limited	2	Ordinary share of £1.00 each	Certificate No. 3
	Cambian Asperger Syndrome Services Limited	2	Ordinary share of £1.00 each	Certificate No. 2
	Cambian Properties (UK)	33,801,554	Ordinary share of £1.00 each	Certificate numbered not

	Limited			
Cambian Childcare Properties Limited	Continuum Care and Education Group Limited	190,010	Ordinary shares of £0.10 each	Certificate numbered not
	Clifford House Limited	100	Ordinary shares of £1.00 each	Certificate numbered not
	Independent Childcare Group of Schools Limited	930	Ordinary shares of £1.00 each	Certificate numbered not
	SACCS Limited	100	Ordinary shares of £1.00 each	Certificate numbered not
Cambian Childcare Limited	Interact Care Limited	9,999	Ordinary shares of £0.001 each	Certificate numbered not
Cambian Properties (U.K.) Limited	Cambian Heritage I Limited	4,637,138	Ordinary shares of £1.00 each	Certificate numbered not
Cambian Heritage I Limited	Cambian Heritage II Limited	93,002	Ordinary shares of £50.00 each	Certificate numbered not

SCHEDULE 5
Specified Contracts
N/A

SCHEDULE 6

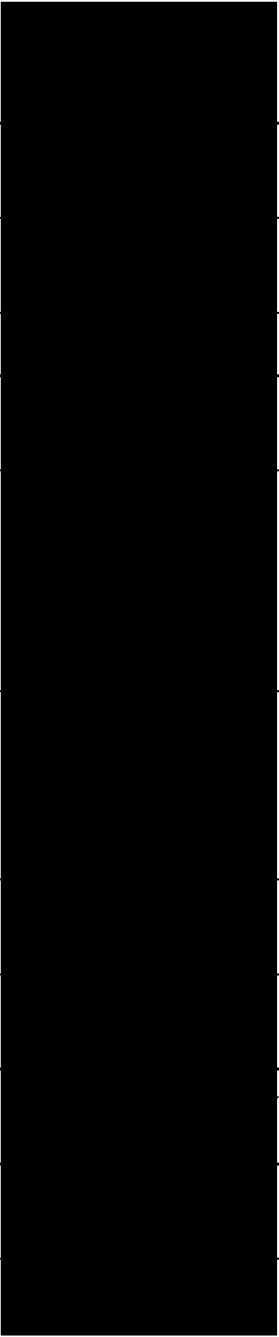
Account Details

Chargor	Bank	Sort Code	Account Number	Account Name	Type
Cambian Group Limited	Barclays			Main	Current
Cambian Group Limited	Santander			Main	Current
Cambian Group Limited	Santander			Deposit Account	Deposits
Cambian Group Limited	Royal Bank of Scotland			Current Account	Current
Cambian Group Holdings Limited	Barclays			Main	Current
Advanced Childcare Services Limited	Barclays			Main	Current
Cambian Education Services Limited	Barclays			Main	Current
Cambian Education Services Limited	Barclays			Cam Edu Treasury	Current
Cambian Childcare Properties Limited	Barclays			Main	Current
Cambian Childcare Limited	Barclays			Main	Current
Cambian Asperger Syndrome Services Limited	Barclays			Main	Current
Cambian Properties (U.K.) Limited	Barclays			Main	Current

Cambian Heritage Limited	I	No account to be listed				
Cambian Heritage Limited	II	Barclays			Main	Current

SCHEDULE 7

Insurance Policies

Chargor	Type	Company (insurance company)	Policy Number
Cambian Group Limited and subsidiary companies	Property Damage/Business Interruption	Liberty Mutual Insurance Europe SE	
	Employers' Liability	Liberty Mutual Insurance Europe SE	
	Public & Products Liability	Liberty Mutual Insurance Europe SE	
	Motor Fleet	Allianz Insurance plc	
	Medical Malpractice	QBE Insurance Europe Ltd	
	Directors' & Officers' Liability	Primary Policy (1) XL Insurance Excess Policy (2) Liberty Mutual and others	
	Directors' & Officers' Liability run off insurance	(1) XL Insurance Excess Policy (2) Liberty Mutual and others	
	Crime	AIG Europe Ltd. And others	
	Computer	Royal & Sun Alliance Insurance plc	
	Engineering Inspection & Insurance	Zurich Insurance plc	
	Cyber & Data Risks	Beazley – Lloyds Syndicates 2623/623	
	Travel	Chubb European Group Ltd	

The New Chargers

Executed as a deed by)
CAMBIAN GROUP LIMITED acting by)
Anne Marie Carrie:)
)

Signature of director

Signature of witness

Name of witness

Address of witness

Occupation of witness



Sonya Ahmed



Executed as a deed by)
CAMBIAN GROUP HOLDINGS LIMITED)
acting by Anne Marie Carrie:)
)

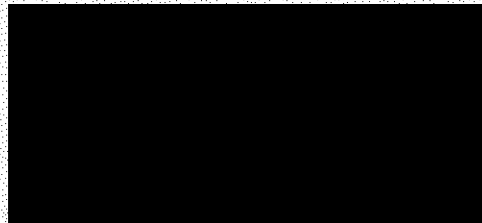
Signature of director

Signature of witness

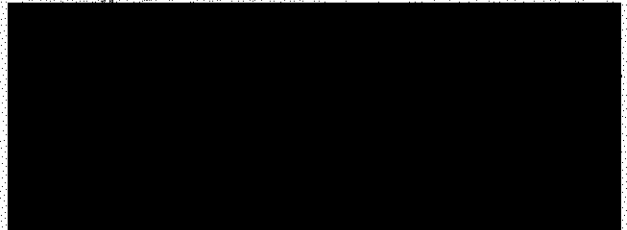
Name of witness

Address of witness

Occupation of witness



Sonya Ahmed



Executed as a deed by)
ADVANCED CHILDCARE SERVICES)
LIMITED acting by Anne Marie Carrie:)

Signature of director

Signature of witness

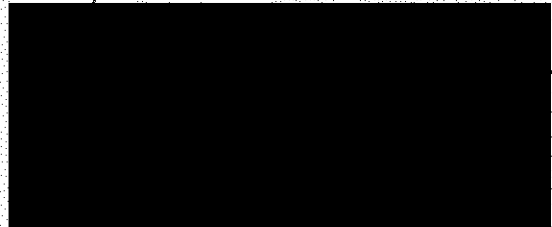
Name of witness

Address of witness

Occupation of witness



SONYA AHMED



Executed as a deed by)
CAMBIAN EDUCATION SERVICES)
LIMITED acting by Anne Marie Carrie:)

Signature of director

Signature of witness

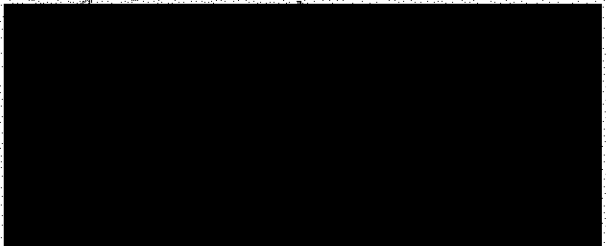
Name of witness

Address of witness

Occupation of witness



Sonya Ahmed



Executed as a deed by)
CAMBIAN CHILDCARE PROPERTIES)
LIMITED acting by Anne Marie Carrie:)
)

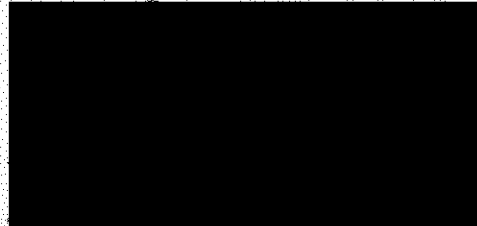
Signature of director

Signature of witness

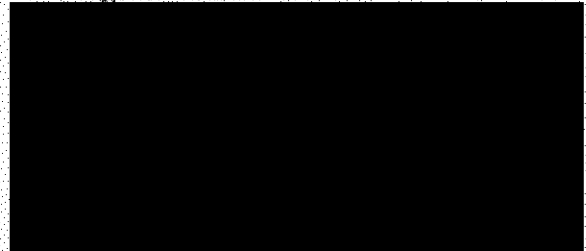
Name of witness

Address of witness

Occupation of witness



Sonya Ahmed



Executed as a deed by)
CAMBIAN CHILDCARE LIMITED acting)
by Anne Marie Carrie:)
)

Signature of director

Signature of witness

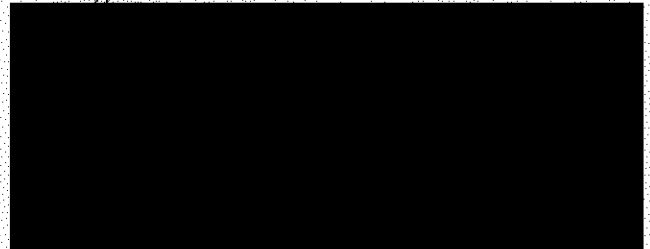
Name of witness

Address of witness

Occupation of witness



Sonya Ahmed



Executed as a deed by)
CAMBIAN ASPERGER SYNDROME)
SERVICES LIMITED acting by Anne)
Marie Carrie:)

Signature of director

Signature of witness

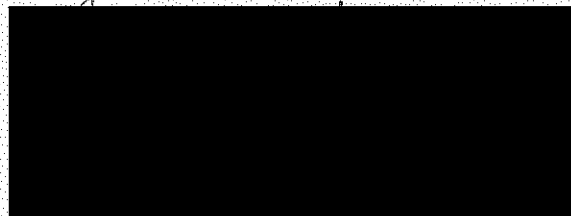
Name of witness

Address of witness

Occupation of witness



Sonya Ahmed



Executed as a deed by)
CAMBIAN PROPERTIES (U.K.))
LIMITED acting by Anne Marie Carrie:)

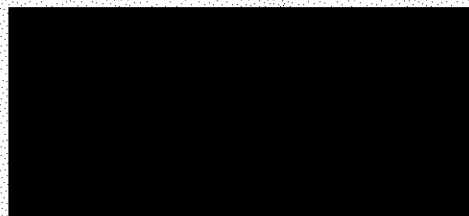
Signature of director

Signature of witness

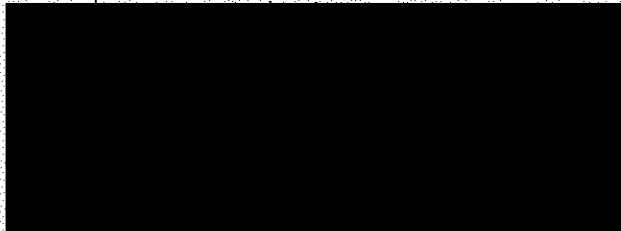
Name of witness

Address of witness

Occupation of witness



Sonya Ahmed



Executed as a deed by)
CAMBIAN HERITAGE I LIMITED acting)
by Anne Marie Carrie:)
)

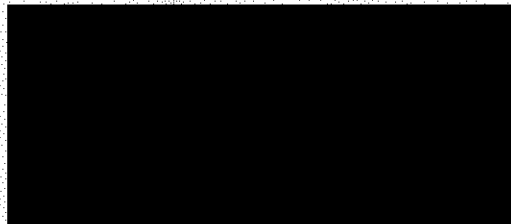
Signature of director

Signature of witness

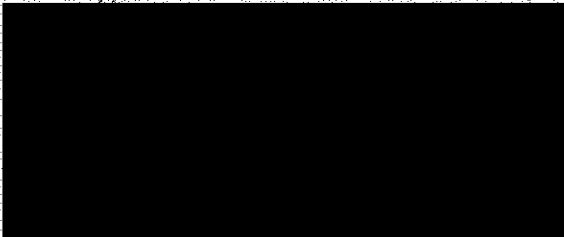
Name of witness

Address of witness

Occupation of witness



Sonyia Ahmed



Executed as a deed by)
CAMBIAN HERITAGE II LIMITED)
acting by Anne Marie Carrie:)
)

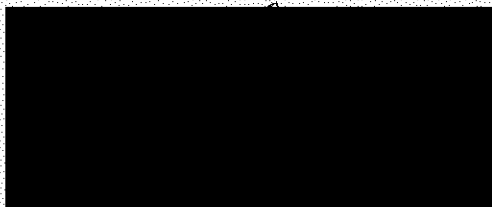
Signature of director

Signature of witness

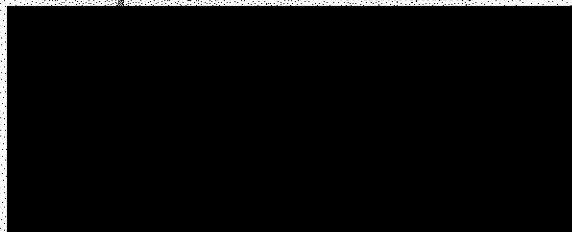
Name of witness

Address of witness

Occupation of witness



Sonyia Ahmed



Obligors' Agent

Signed by MICHAEL HILL)
)
for and on behalf of CARETECH)
HOLDINGS PLC:)



Security Agent

Signed by)
)
for and on behalf of NATIONAL)
WESTMINSTER BANK PLC:)

Obligors' Agent

Signed by)
)
for and on behalf of **CARETECH**)
HOLDINGS PLC:)

Security Agent

Signed by)
)
for and on behalf of **NATIONAL**)
WESTMINSTER BANK PLC:)

