



Registration of a Charge

Company name: **Cambian Childcare Properties Limited**

Company number: **05274924**



X57QK98X

Received for Electronic Filing: **25/05/2016**

Details of Charge

Date of creation: **18/05/2016**

Charge code: **0527 4924 0046**

Persons entitled: **SANTANDER UK PLC (AS SECURITY TRUSTEE FOR THE SECURED PARTIES)**

Brief description: **ALL CURRENT AND FUTURE REAL PROPERTY OWNED BY THE COMPANY, IN EACH CASE AS SPECIFIED (AND DEFINED) IN THE DEBENTURE REGISTERED BY THIS FORM MR01 (THE "DEBENTURE") AND INCLUDING, 11 RIVERDALE ROAD, SWINEFLEET, GOOLE, DN14 8BP WITH TITLE NUMBER YEA11148 AND 47 FORT ANN ROAD, BATLEY, WF17 6LS WITH TITLE NUMBER WYK721921. FOR MORE DETAILS PLEASE REFER TO THE DEBENTURE.**

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 COMPOSITE COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **ADAM FAULKNER**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5274924

Charge code: 0527 4924 0046

The Registrar of Companies for England and Wales hereby certifies that a charge dated 18th May 2016 and created by Cambian Childcare Properties Limited was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 25th May 2016 .

Given at Companies House, Cardiff on 26th May 2016

The above information was communicated by electronic means and authenticated
by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

DATED

18 May 2016

CAMBIAN GROUP PLC and certain of its

Subsidiaries

(as Original Chargors)

(1)

- and -

SANTANDER UK PLC

(as Security Agent)

(2)

GROUP DEBENTURE

Save for material redacted pursuant to s859G of the Companies Act 2006, I certify that this is a true and complete copy of the composite original seen by me

Name: ADAM FAULKNER

Title: Solicitor

Date: 24/05/16

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THIS DEBENTURE is made on
BETWEEN:

18 May 2016

- (1) **THE COMPANIES LISTED IN SCHEDULE 1** (*The Original Chargors*) to this Deed (the "Original Chargors"); and
- (2) **SANTANDER UK PLC** (as security trustee for the Secured Parties (as defined below)) (in such capacity, the "Security Agent").

BACKGROUND:

- (A) On or around the date hereof, the Facilities Agreement (as defined below) is to be amended and restated pursuant to the terms of the 2016 Amendment and Restatement Agreement (as defined below).
- (B) It is a condition precedent to the 2016 Amendment and Restatement Agreement that the Original Chargors enter into this Deed.
- (C) The Original Chargors enter into this Deed in addition to, and without prejudice to, the Existing Debentures (as defined below).

IT IS AGREED:

1. **DEFINITIONS AND INTERPRETATION**

1.1 **Definitions**

In this Deed:

- (a) terms defined in, or construed for the purposes of, the Facilities Agreement (as defined below) have the same meanings when used in this Deed (unless the same are otherwise defined in this Deed); and

- (b) at all times the following terms have the following meanings:

"2016 Amendment and Restatement Agreement" means the amendment and restatement agreement dated on or about the date hereof and made between, amongst others, the Company, the companies listed in schedule 1 thereto as the Obligors, the Agent and the Security Agent, and which amends and restates the terms of the Facilities Agreement;

"Accession Deed" means an accession deed substantially in the form set out in Schedule 6 (*Form of Accession Deed*);

"Account Bank" means any bank or other financial institution with which any Charged Account is maintained from time to time;

"Acquisition Documents" means the Woodleigh Acquisition Documents and the By the Bridge Acquisition Documents;

"Act" means the Law of Property Act 1925;

"Agent" means the Agent under and as defined in the Facilities Agreement;

"Assigned Assets" means the Security Assets expressed to be assigned pursuant to Clause 4.2 (*Security assignments*);

"Charged Accounts" means:

- (a) the Prepayment Account;
- (b) each Collection Account; and
- (c) each other account charged by or pursuant to this Deed;

"Charged Investments" means the Charged Securities and all present and future Related Rights accruing to all or any of the Charged Securities;

"Charged Securities" means:

- (a) the Specified Securities; and
- (b) all other Securities;

"Chargors" means:

- (a) the Original Chargors; and
- (b) any other company which accedes to this Deed pursuant to an Accession Deed;

"Collection Account" has the meaning given to that term in Clause 11.5(a)(iii);

"Debenture Security" means the Security created or evidenced by or pursuant to this Deed or any Accession Deed;

"Declared Default" means an Event of Default in respect of which any notice has been issued or rights exercised by the Agent under clause 25.15 (*Acceleration*) of the Facilities Agreement;

"Default Rate" means the rate of interest determined in accordance with clause 11.4 (*Default interest*) of the Facilities Agreement;

"Delegate" means any delegate, sub-delegate, agent, attorney or co-trustee appointed by the Security Agent or by a Receiver;

"Event of Default" means each Event of Default as defined in the Facilities Agreement;

"Existing Debenture" means each of:

- (a) the debenture dated 26 March 2015, as supplemented and amended from time to time
- (b) the debenture dated 31 March 2014, as supplemented and amended from time to time; and
- (c) the debenture dated 3 December 2014, as supplemented and amended from time to time,

(together the **"Existing Debentures"**) each granted by certain of the Original Chargors in favour of the Security Agent;

"Facilities Agreement" means the term and revolving facilities agreement dated 31 March 2014 as amended by an amendment letter dated 11 April 2014 and an amendment and restatement agreement dated 3 December 2014 and an amendment and restatement

agreement dated 26 March 2015 and as amended and restated on or about the date of this Deed pursuant to the 2016 Amendment and Restatement Agreement and made between, (1) Cambian Group PLC as the Company, (2) the companies listed in part 1 of schedule 1 to it as Original Borrowers, (3) the companies listed in part 1 of schedule 1 to it as Original Guarantors, (4) AIB Group (UK) p.l.c., Barclays Bank PLC, Clydesdale Bank PLC (trading as Yorkshire Bank), Santander UK PLC and The Royal Bank of Scotland plc as Arrangers, (5) Santander UK PLC as Bookrunner, (6) the banks and financial institutions listed in part 2 of schedule 1 to it as Original Lenders, (7) Santander UK PLC as Agent and (8) the Security Agent, pursuant to which the Original Lenders agreed to make certain facilities available to the Borrowers;

"Financial Collateral" in relation to a Chargor, means any of its Security Assets comprising financial collateral within the meaning of the Financial Collateral Regulations;

"Financial Collateral Regulations" means the Financial Collateral Arrangements (No. 2) Regulations 2003, as amended;

"Finance Party" means the Agent, the Security Agent, the Arranger, the Bookrunner, the Lenders and any Ancillary Lender.

"Fixed Security Asset" means a Security Asset for the time being comprised within an assignment created by Clause 4.2 (*Security assignments*) or within a mortgage or fixed charge created by Clause 4.1 (*Fixed charges*) or arising on conversion of a floating charge whether under Clause 6 (*Conversion of Floating Charge*) or otherwise and includes all Security Assets assigned, mortgaged or charged by the equivalent provisions in any Accession Deed;

"Hedge Counterparty" has the meaning given to that term in the Subordination Deed.

"Insurances" means all policies of insurance (and all cover notes) which are at any time held by or written in favour of a Chargor, or in which a Chargor from time to time has an interest including, without limitation the policies of insurance (if any) specified in Part 4 of Schedule 2 (*Details of Security Assets*), but excluding such policies of insurance to the extent that they relate to third party liabilities;

"Party" means a party to this Deed;

"Real Property" means freehold and leasehold, and any other estate in, land and (outside England and Wales) immovable property at any time together with:

- (a) all buildings and fixtures (including trade fixtures) and fixed plant and machinery at any time thereon;
- (b) all easements, rights and agreements in respect thereof; and
- (c) the benefit of all covenants given in respect thereof;

"Receivables" means all present and future book debts and other debts, rentals, royalties, fees, VAT and monetary claims and all other amounts at any time recoverable or receivable by, or due or owing to, any Chargor (whether actual or contingent and whether arising under contract or in any other manner whatsoever) together with:

- (a) the benefit of all rights, guarantees, Security and remedies relating to any of the foregoing (including, without limitation, negotiable instruments, indemnities,

reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights); and

- (b) all proceeds of any of the foregoing;

"Receiver" means a receiver or receiver and manager or administrative receiver of the whole or any part of the Security Assets appointed by the Security Agent under this Deed;

"Related Rights" means, in relation to any Securities:

- (a) allotments, rights, money or property arising at any time in relation to any Investments by way of conversion, exchange, redemption, bonus, preference, option or otherwise;
- (b) all dividends, distributions and other income paid or payable on the relevant Securities or on any asset referred to in paragraph (c) of this definition; and
- (c) all rights, monies or property accruing or offered at any time in relation to such Securities whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise;

"Relevant Contract" means:

- (a) each Acquisition Document; and
- (b) each Hedging Agreement,

together with each other agreement supplementing or amending or novating or replacing the same;

"Relevant System" has the meaning given to that term by the Uncertificated Securities Regulations 2001 and includes the CREST system and also any other system or facility (whether established in the United Kingdom or elsewhere) providing means for the deposit of, and clearance of transactions in, Investments;

"Scheduled Securities" means the Securities specified in Part 2 of Schedule 2 (*Details of Security Assets*);

"Secured Obligations" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or alone or in any other capacity whatsoever and whether incurred originally by an Obligor or by some other person) of each Obligor to the Security Agent and/or the other Secured Parties (or any of them) under or pursuant to any Finance Document (including all monies covenanted to be paid under this Deed), in each case together with:

- (a) all costs, charges and expenses incurred by the Security Agent and/or any other Secured Party in connection with the protection, preservation or enforcement of its rights under any Finance Document; and
- (b) all moneys, obligations and liabilities due, owing or incurred in respect of any variations or increases in the amount or composition of the facilities provided under any Finance Document or the obligations and liabilities imposed under such documents;

"Secured Parties" means each Finance Party, each Hedge Counterparty and any Receiver or Delegate.

"Securities" means all shares, stock, debentures, debenture stock, bonds and other investments (as listed in Schedule 2, Part II of the Financial Services and Markets Act 2000), whether certificated or uncertificated and whether in registered or bearer form, including all depository interests representing any of them and including all rights and benefits of a capital nature accruing at any time in respect of any Investments by way of redemption, repayment, substitution, exchange, bonus or preference, option, rights or otherwise;

"Security Assets" means all property and assets from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) by or pursuant to this Deed;

"Security Period" means the period beginning on the date of this Deed and ending on the date on which:

- (a) all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full; and
- (b) no Secured Party has any further commitment, obligation or liability under or pursuant to the Finance Documents; and

"Specified Securities" means:

- (a) the Scheduled Securities; and
- (b) in relation to a Chargor, all Securities which at any time:
 - (i) represent a holding in a Subsidiary of such Chargor or an undertaking which would be its subsidiary undertaking if in section 1162(2)(a) of the Companies Act 2006 "30 per cent or more" were substituted for "a majority";
 - (ii) are held in the name of the Security Agent or its nominee or to its order; or
 - (iii) that Chargor has deposited certificates for with the Security Agent or which, if uncertificated, are held in an escrow or other account in favour of the Security Agent or its nominee.

1.2 Interpretation

- (a) Unless a contrary indication appears, in this Deed the provisions of clause 1.2 (*Construction*) of the Facilities Agreement (other than clause 1.2(d)) apply to this Deed as though they were set out in full in this Deed, except that references to **"this Agreement"** will be construed as references to this Deed.
- (b) Unless a contrary indication appears, any reference in this Deed to:
 - (i) a **"Chargor"**, the **"Security Agent"** or any other **"Secured Party"** or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees and, in the case of the Security Agent, any person for the time being appointed as Security Agent or Security Agents in accordance with the Finance Documents;
 - (ii) a **"person"** includes any person, firm, company, corporation, government, state or agency of a state or any association, joint venture, trust or

partnership (whether or not having separate legal personality) of two or more of the foregoing;

- (iii) the singular shall include the plural and vice versa and any gender shall include the other genders;
 - (iv) references to uncertificated Securities are to Securities the title to which can be transferred by means of an electronic or other entry in a Relevant System and references to certificated Securities are to Securities which are not uncertificated Securities;
 - (v) subject to Clause 29 (*Amendments and Waivers*), "**this Deed**", the "**Facilities Agreement**", any other Finance Document or any other agreement or instrument is a reference to this Deed, the Facilities Agreement, that other Finance Document or that other agreement or instrument as amended, supplemented, extended, restated, novated and/or replaced in any manner from time to time (however fundamentally and even if any of the same increases the obligations of any member of the Group or provides for further advances); and
 - (vi) "**Secured Obligations**" includes obligations and liabilities which would be treated as such but for the liquidation, administration or dissolution of or similar event affecting any member of the Group.
- (c) Any reference to any statute or statutory instrument or any section of it shall be deemed to include a reference to any statutory modification or re-enactment of it for the time being in force in relation to the particular circumstances.
- (d) Each undertaking of a Chargor (other than a payment obligation) contained in this Deed:
- (i) must be complied with at all times during the Security Period; and
 - (ii) is given by such Chargor for the benefit of the Security Agent and each other Secured Party.
- (e) The terms of the other Finance Documents, and of any side letters between any of the parties to them in relation to any Finance Document, are incorporated in this Deed to the extent required to ensure that any disposition of the Real Property contained in this Deed is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
- (f) If the Security Agent or the Agent reasonably considers that an amount paid by any member of the Group to a Secured Party under a Finance Document is capable of being avoided or otherwise set aside on the liquidation or administration of such member of the Group, then that amount shall not be considered to have been irrevocably paid for the purposes of this Deed.
- (g) The Parties intend that this document shall take effect as a deed notwithstanding the fact that a Party may only execute this document under hand.

1.3 Joint and several

The liabilities and obligations of each Chargor under this Deed are joint and several. Each Chargor agrees to be bound by this Deed notwithstanding that any other Chargor which

was intended to sign or be bound by this Deed did not so sign or is not bound by this Deed.

1.4 Inconsistency between this Deed and the Subordination Deed

If there is any conflict or inconsistency between any provision of this Deed and any provision of the Subordination Deed, the provision of the Subordination Deed shall prevail.

1.5 Trust

- (a) All Security and dispositions made or created, and all obligations and undertakings contained, in this Deed to, in favour of or for the benefit of the Security Agent are made, created and entered into in favour of the Security Agent as trustee for the Secured Parties from time to time on the terms of the Subordination Deed.
- (b) The Parties agree that the Security Agent shall not be subject to the duty of care imposed on trustees by the Trustee Act 2000.
- (c) Nothing in this Debenture shall constitute or be deemed to constitute a partnership between any of the Secured Parties and the Security Agent.

1.6 Third party rights

- (a) Pursuant to the Contracts (Rights of Third Parties) Act 1999:
 - (i) the provisions of Clause 18 (*Set-off*), and Clause 23.3 (*Secured Parties*) shall be directly enforceable by a Secured Party; and
 - (ii) the provisions of Clause 14 (*Enforcement of Security*) to Clause 17 (*Application of Proceeds and Subordination Deed*) inclusive shall be directly enforceable by any nominee or Receiver.
- (b) Save as otherwise expressly provided in Clause 1.6(a) or otherwise expressly provided to the contrary in this Deed, a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term (express or implied) of this Deed.

2. COVENANT TO PAY

2.1 Covenant to pay

- (a) Each Chargor, as principal obligor and not merely as surety, covenants in favour of the Security Agent that it will, on the Security Agent's written demand, pay and discharge the Secured Obligations from time to time when they fall due for payment.
- (b) Every payment by a Chargor of a Secured Obligation which is made to or for the benefit of a Secured Party to which that Secured Obligation is due and payable in accordance with the Finance Document under which such sum is payable to that Secured Party, shall operate in satisfaction to the same extent of the covenant contained in Clause 2.1(a).

2.2 Default interest

Any amount which is not paid under this Deed when due shall bear interest on a daily basis (both before and after judgment and payable on demand) at the Default Rate from the due date until the date on which such amount is unconditionally and irrevocably paid and discharged in full.

2.3 Demands:

- (a) The making of one demand shall not preclude the Security Agent from making any further demands.
- (b) Any third party dealing with the Security Agent or any Receiver shall not be concerned to see or enquire as to the validity of any demand under this Debenture.

3. GRANT OF SECURITY

3.1 Nature of security

All Security and dispositions created or made by or pursuant to this Deed are created or made:

- (a) in favour of the Security Agent;
- (b) with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994; and
- (c) as continuing security for payment of the Secured Obligations.

3.2 Qualifying floating charge

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to any floating charge created by or pursuant to this Deed (and each such floating charge is a qualifying floating charge for the purposes of the Insolvency Act 1986).

3.3 Existing Debentures

Any reference in this Deed or an Accession Deed to a Chargor creating first ranking security over any of its assets, undertaking or interests shall be recognised by the Parties to this Deed as being subject to the Security created or purported to be created under each of the Existing Debentures for so long as the same remains in full force and effect.

4. FIXED SECURITY

4.1 Fixed charges

Each Chargor, with full title guarantee, charges and agrees to charge as security for the payment or discharge of all Secured Obligations all of its present and future right, title and interest in and to the following assets which are at any time owned by it or in which it from time to time has an interest:

- (a) by way of a first legal mortgage all Real Property in England and Wales now vested in it and registered at the Land Registry as described in Part 1 of Schedule 2 (*Details of Security Assets*);

- (b) by way of a first legal mortgage all Real Property in England and Wales now vested in it and not charged by Clause 4.1(a);
- (c) by way of first fixed charge:
 - (i) all other Real Property which is now, or in the future becomes, its property;
 - (ii) all interests and rights in or relating to Real Property or the proceeds of sale of Real Property now or in the future belonging to it; and
 - (iii) all licences to enter upon or use land and the benefit of all other agreements relating to land;
- (d) 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 Real Property;
- (e) by way of first fixed charge all plant and machinery and the benefit of all contracts, licences and warranties relating to the same;
- (f) by way of first fixed charge:
 - (i) all computers, vehicles, office equipment and other equipment (not charged by Clause 4.1(e)); and
 - (ii) the benefit of all contracts, licences and warranties relating to the same, other than any which are for the time being part of any Chargor's stock in trade or work in progress;
- (g) by way of first fixed charge:
 - (i) the Specified Securities which are now its property, including all proceeds of sale derived from them;
 - (ii) all Related Rights of a capital nature now or in the future accruing or offered in respect of its Specified Securities;
 - (iii) all Related Rights of an income nature now or in the future accruing or offered at any time in respect of its Specified Securities;
 - (iv) all other Securities (not charged by Clauses 4.1(g)(i)) together with (A) all Related Rights from time to time accruing to such Securities and (B) all rights which such Chargor may have at any time against any clearance or settlement system or any custodian in respect of any such Securities;
- (h) by way of first fixed charge 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 Debenture;
- (i) by way of first fixed charge:
 - (i) the Prepayment Account;

- (ii) the Collection Accounts and all monies at any time standing to the credit of the Collection Accounts; and
 - (iii) all other accounts of such Chargor with any bank, financial institution or other person at any time (not charged by Clauses 4.1(i)(i) or 4.1(i)(ii)) and all monies at any time standing to the credit of such accounts, in each case, together with all interest from time to time accrued or accruing on such monies, any investment made out of such monies or account and all rights to repayment of any of the foregoing;
- (j) by way of first fixed charge:
 - (i) all trade debts now or in the future owing to it;
 - (ii) all other debts now or in the future owing to it, excluding those arising on fluctuating accounts with other members of the Group; and
 - (iii) 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 4.2 (*Security assignments*);
- (k) to the extent that any Assigned Asset is not effectively assigned under Clause 4.2 (*Security assignments*), by way of first fixed charge such Assigned Asset;
- (l) by way of first fixed charge (to the extent not otherwise charged or assigned in this Deed):
 - (i) the benefit of all licences, consents, agreements and Authorisations held or used in connection with the business of such Chargor or the use of any of its assets; and
 - (ii) any letter of credit issued in favour of such Chargor and all bills of exchange and other negotiable instruments held by it; and
- (m) by way of first fixed charge all of the goodwill and uncalled capital of such Chargor.

4.2 Security assignments

- (a) Each Chargor assigns and agrees to assign absolutely all of its present and future right, title and interest in and to:
 - (i) all its rights, title and interest from time to time in respect of the Hedging Agreements;
 - (ii) all of its rights, title and interest from time to time in respect of any sums payable to it pursuant to the Insurances; and
 - (iii) all other Receivables (not assigned under Clauses 4.2(a)(i) or 4.2(a)(ii)),provided that on the Senior Discharge Date (as defined in the Subordination Deed) the Security Agent will at the request of the relevant Chargor re-assign the relevant rights, title and interest in each Relevant Contract, the Insurances and Receivables to that Chargor (as it shall direct).

- (b) To the extent that any Assigned Asset described in Clause 4.2(a) is not assignable, the assignment which that Clause purports to effect shall operate as an assignment of all present and future rights and claims of such Chargor to any proceeds of such Insurances.

4.3 Notice of assignment and/or charge - immediate notice

Each relevant Chargor shall:

- (a) no later than three Business Days from the date on which it enters into a Hedging Agreement, execute a notice of assignment in respect of that Hedging Agreement in substantially the form set out in Schedule 4 (*Form of Notice to and acknowledgment from Hedge Counterparty*) and, as soon as reasonably practicable thereafter, deliver that notice to the relevant Hedge Counterparty provided that this paragraph (a) shall not oblige any Chargor to redeliver any notice of assignment already delivered pursuant to any Existing Debenture.
- (b) no later than five Business Days following the date of this Debenture (or, if acceding to this Debenture, no later than five Business Days following the date of the relevant Accession Deed) and in respect of each of its Insurances, execute a notice of charge to the insurers (and any applicable broker) of the security over the Insurances and their proceeds created by this Debenture in substantially the form set out in Schedule 5 (*Form of notice to and acknowledgement by insurers*) and, as soon as reasonably practicable thereafter, serve that notice on each such insurer and applicable broker.
- (c) no later than five Business Days following the date of this Debenture (or, if acceding to this Debenture, no later than five Business Days following the date of the relevant Accession Deed) and in respect of its Charged Accounts, deliver a duly completed notice to the Account Bank and use its reasonable endeavours (which obligation shall be deemed to be satisfied by way of one follow-up email only to a suitable person (or suitable persons (as applicable))) at each relevant Account Bank) to procure that the Account Bank executes and delivers to the Security Agent an acknowledgement, in each case in the respective forms set out in Schedule 3 (*Form of notice to and acknowledgement from Account Bank*), or, in each case, in such other form as the Security Agent may agree; and
- (d) use its reasonable endeavours (which obligation shall be deemed to be satisfied by way of one follow-up email only to a suitable person (or suitable persons (as applicable))) to procure the execution and delivery to the Security Agent of acknowledgments by the addressees of the notices delivered to them pursuant to paragraphs (a) and (b) above.

4.4 Assigned Assets

The Security Agent is not obliged to take any steps necessary to preserve any Assigned Asset, to enforce any term of a Relevant Contract against any person or to make any enquiries as to the nature or sufficiency of any payment received by it pursuant to this Deed.

4.5 Priority:

- (a) Any fixed Security created by a Chargor and subsisting in favour of the Security Agent shall (save as the Security Agent may otherwise declare at or after the time

of its creation) have priority over the floating charge created by Clause 5 (*Floating Charge*).

- (b) Any Security created in the future by a Chargor (except in favour of the Security Agent) shall be expressed to be subject to this Debenture and shall rank in order of priority behind the charges created by this Debenture (except to the extent mandatorily preferred by law).

4.6 Application to the Land Registry: Each Chargor:

- (a) in relation to each register of title of any present and future Real Property of that Chargor which is charged to the Security Agent under this Deed or pursuant to the further assurance undertakings in the Facilities Agreement consents to the Security Agent (or its solicitors) at any time submitting to the Land Registry any and all of the following:
 - (i) a form AP1 (application to change the register) in respect of the security created by this Debenture;
 - (ii) a form AN1 (application to enter an agreed notice) in respect of the security created by this Debenture;
 - (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 registrable unregistered Real Property in England and Wales mortgaged by Clause 4.1 (*Fixed charges*) at its own expense, as soon as is reasonably practicable following its execution of this Debenture.

5. FLOATING CHARGE

Each Chargor, with full title guarantee, charges and agrees to charge by way of first floating charge as security for the payment or discharge of all Secured Obligations all of its present and future:

- (a) assets and undertaking (wherever located) not otherwise effectively charged by way of fixed mortgage or charge or assigned pursuant to Clause 4.1 (*Fixed charges*), Clause 4.2 (*Security assignments*) or any other provision of this Deed; and
- (b) (whether or not effectively so charged or assigned) heritable property and all other property and assets in Scotland.

6. CONVERSION OF FLOATING CHARGE

6.1 Conversion by notice

The Security Agent may, by written notice to a Chargor, convert the floating charge created under this Deed into a fixed charge:

- (a) if a Declared Default has occurred; or
- (b) if an Event of Default under clause 25.6 (*Insolvency*) or clause 25.7 (*Insolvency Proceedings*) of the Facilities Agreement has occurred and is continuing;
- (c) if the Security Agent (acting reasonably) considers any Security Assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy, over those assets considered to be in jeopardy (but without prejudice to the Security Agent's rights to serve a notice in respect of any other floating charge assets and any other rights of the Security Agent whatsoever).

Such conversion shall take effect over the Security Assets or class of Security Assets specified in the notice. If no Security Assets are specified, it shall take effect over all Security Assets of the relevant Chargor comprised within the floating charge created by Clause 5 (*Floating Charge*).

6.2 Automatic conversion

The floating charge created under this Deed shall (in addition to the circumstances in which the same will occur under general law) automatically convert into a fixed charge:

- (a) in relation to any Security Asset which is subject to a floating charge if, in contravention of any Finance Document:
 - (i) any Chargor resolves to take or takes any step to create (or attempts or purports to create) any Security (other than as is expressly permitted by the Finance Documents) on or over the relevant Security Asset without the prior written consent of the Security Agent;
 - (ii) any Chargor to take or takes any step to create (or attempts or purports to create) any trust on or over the relevant Security Asset without the prior written consent of the Security Agent;
 - (iii) any Chargor resolves to take or takes any step to dispose of such Security Asset (except to the extent that such disposal is not prohibited by the terms of the Finance Documents); or
 - (iv) any person levies or attempts to levy any distress, execution, attachment or other legal process against any such Security Asset; and
- (b) over all Security Assets of a Chargor which are subject to a floating charge if (c) an Event of Default under clause 25.6 (*Insolvency*) or clause 25.7 (*Insolvency Proceedings*) of the Facilities Agreement has occurred and is continuing with respect to that Chargor.

6.3 Scottish property

Clause 6.2 (*Automatic conversion*) will not apply to any assets situated in Scotland if, and to the extent that, a Receiver would not be capable of exercising his powers in Scotland pursuant to section 72 of the Insolvency Act 1986 by reason of such automatic conversion.

6.4 Partial conversion

The giving of a notice by the Security Agent pursuant to Clause 6.1 (*Conversion by notice*) in relation to any class of assets of any Chargor shall not be construed as a waiver or abandonment of the rights of the Security Agent to serve similar notices in respect of any other class of assets or of any other right of the Security Agent and/or the other Secured Parties.

6.5 Moratorium Assets

The floating charge created by each Chargor in Clause 6.1 (*Conversion by notice*) may not be converted into a fixed charge on Security Assets for which a moratorium is in force if and for so long as such conversion would breach paragraph 13 and/or paragraph 43 of Schedule A1 of the Insolvency Act 1986.

7. CONTINUING SECURITY

7.1 Continuing security

The Debenture Security is continuing and will extend to the ultimate balance of the Secured Obligations regardless of any intermediate payment or discharge in whole or in part. This Deed shall remain in full force and effect as a continuing security for the duration of the Security Period.

7.2 Additional and separate security

This Deed is in addition to, without prejudice to, and shall not merge with, any right of set-off, combination, lien or other rights exercisable by any Secured Party as banker against any Chargor or any security, guarantee, indemnity and/or negotiable instrument now or in the future held by any Secured Party.

7.3 Right to enforce

This Deed may be enforced against each or any Chargor without the Security Agent and/or any other Secured Party first having recourse to any other right, remedy, guarantee or Security held by or available to it or any of them.

8. LIABILITY OF CHARGORS RELATING TO SECURITY ASSETS

Notwithstanding anything contained in this Deed or implied to the contrary, each Chargor remains liable to observe and perform all conditions and obligations assumed by it in relation to the Security Assets. The Security Agent is under no obligation to perform or fulfil any such condition or obligation or to make any payment in respect of any such condition or obligation.

9. ACCOUNTS

No monies at any time standing to the credit of any account (of any type and however designated) of any Chargor with the Security Agent and/or any other Secured Party (or

any of them) or in which any Chargor has an interest (and no rights and benefits relating thereto) shall be capable of being assigned to any person other than a Secured Party.

10. REPRESENTATIONS

10.1 General

Each Original Chargor makes the following representation and warranty set out in this Clause 10 to the Security Agent and to each other Secured Party on the date of this Deed.

10.2 Real Property

Part 1 of Schedule 2 (*Details of Security Assets*) identifies all freehold and leasehold Real Property which is beneficially owned by each Original Chargor at the date of this Deed.

11. UNDERTAKINGS BY THE CHARGORS

11.1 Negative pledge and Disposals

No Chargor shall do or agree to do any of the following without the prior written consent of the Security Agent:

- (a) create or permit to subsist any Security or Quasi-Security on any Security Asset other than as created by this Deed or as is expressly permitted pursuant to the Finance Documents; or
- (b) sell, transfer, lease, lend or otherwise dispose of (whether by a single transaction or a number of transactions and whether related or not and whether voluntarily or involuntarily) the whole or any part of its interest in any Security Asset (other than as is expressly permitted pursuant to the Finance Documents).

11.2 Real Property

- (a) If, at any time and from time to time, a Chargor has any interest in any Real Property which is registered at the Land Registry (or which would be subject to first registration at the Land Registry on the creation of a mortgage over it) and which (for any reason) is also not subject to a legal mortgage under this Debenture or under any Accession Deed at that time, the relevant Chargor will to the extent required to do so by the Security Agent following a written request (and in accordance with Clause 20 (*Further Assurances*)) promptly execute and deliver to the Security Agent a supplemental legal mortgage, in the agreed terms, over that Real Property as security for the Secured Obligations.
- (b) Section 93 of the Law of Property Act 1925, dealing with the consolidation of mortgages, shall not apply to this Debenture.

11.3 Intentionally left blank

11.4 Insurance

- (a) If at any time any Chargor defaults in effecting or keeping up the insurances required under the Facilities Agreement (and at all times prior to a Declared Default, that default is not remedied within 14 days of notice being given by the Security Agent), the Security Agent may (without prejudice to its rights under Clause 12 (*Power to Remedy*)) take out or renew such policies of insurance in any

sum which the Security Agent may reasonably think expedient. All monies which are expended by the Security Agent in doing so shall be deemed to be properly paid by the Security Agent and shall be reimbursed by such Chargor on demand.

- (b) In relation to the proceeds of Insurances, after the occurrence of a Declared Default, the Security Agent shall have the sole right to settle or sue for any such claim and to give any discharge for insurance monies and apply any proceeds thereof in permanent reduction of the Secured Obligations.

11.5 Dealings with and realisation of Receivables and Collection Accounts

- (a) Each Chargor shall:
 - (i) without prejudice to Clause 11.1 (*Negative pledge and Disposals*) (but in addition to the restrictions in that Clause), not, without the prior written consent of the Security Agent, sell, assign, charge, factor or discount or in any other manner deal with any Receivable in each case in any manner expressly prohibited by the Facilities Agreement;
 - (ii) following the occurrence of a Declared Default, collect all Receivables promptly in the ordinary course of trading as agent for the Security Agent; and
 - (iii) immediately upon receipt pay all monies which it receives in respect of the Receivables into:
 - A the account specified against its name in Part 3 of Schedule 2 (*Details of Security Assets*) or, if applicable, in the schedule to any Accession Deed as a Collection Account;
 - B any other account held with an Account Bank over which the Chargors have granted Security to the Security Agent pursuant to the terms of this Deed; or
 - C following the occurrence of a Declared Default, such specially designated account(s) with the Security Agent or another Account Bank as the Security Agent may from time to time direct,(each such account(s) together with all additions to or renewals or replacements thereof (in whatever currency) being a **"Collection Account"**); and
 - (iv) following the occurrence of a Declared Default, pending such payment, hold all monies so received upon trust for the Security Agent.
- (b) Following the occurrence of a Declared Default, each Chargor shall deal with the Receivables (both collected and uncollected) and the Collection Accounts in accordance with any directions given in writing from time to time by the Security Agent and, in default of and subject to such directions, in accordance with this Deed.
- (c) If the Security Agent releases, waives or postpones its rights in respect of any Receivable to enable a Chargor to factor or discount them to any person (the "factor"), the charges created by this Debenture shall in all other respects remain in full force and effect. In particular, all amounts becoming due to such Chargor

from the factor and any Receivables reassigned, or due to be reassigned to such Chargor, shall be subject to the charges created by this Debenture, subject only to any defences or rights of set-off which the factor may have against such Chargor.

11.6 Operation of Collection Accounts

- (a) After the occurrence of a Declared Default, no Chargor shall withdraw, attempt or be entitled to withdraw (or direct any transfer of) all or any part of the monies in any Collection Account without the prior written consent of the Security Agent and the Security Agent shall be entitled (in its absolute discretion) to refuse to permit any such withdrawal or transfer.
- (b) If the right of a Chargor to withdraw the proceeds of any Receivables standing to the credit of a Collection Account results in the charge over that Collection Account being characterised as a floating charge, that will not affect the nature of any other fixed security created by any Chargor under this Deed on all its outstanding Receivables.

11.7 Charged Investments - protection of security

- (a) To the extent not previously provided to the Security Agent pursuant to either of the Existing Debentures, each Chargor shall, immediately upon execution of this Deed or an Accession Deed (as applicable) or (if later) as soon as is practicable after its acquisition of any Charged Securities, by way of security for the Secured Obligations:
 - (i) deposit with the Security Agent (or as the Security Agent may direct) all certificates and other documents of title or evidence of ownership to the Charged Securities and their Related Rights; and
 - (ii) execute and deliver to the Security Agent:
 - A instruments of transfer in respect of the Charged Securities (executed in blank and left undated); and/or
 - B such other documents as the Security Agent shall require to enable it (or its nominees) to be registered as the owner of or otherwise to acquire a legal title to the Charged Securities and their Related Rights (or to pass legal title to any purchaser).
- (b) To the extent not previously provided to the Security Agent pursuant to either of the Existing Debentures, in respect of any Charged Investment held by or on behalf of any nominee of any clearance or settlement system, each Chargor shall immediately upon execution of this Deed or an Accession Deed or (if later) immediately upon acquisition of an interest in such Charged Investment deliver to the Security Agent duly executed stock notes or other document in the name of the Security Agent (or as it may direct) issued by such nominee and representing or evidencing any benefit or entitlement to such Charged Investment.
- (c) Each Chargor shall following the occurrence of a Declared Default:
 - (i) promptly give notice to any custodian of any agreement with such Chargor in respect of any Charged Investment in the form required by the Security Agent; and

- (ii) use its reasonable endeavours to ensure that the custodian acknowledges that notice in the form required by the Security Agent.
- (d) Each Chargor shall promptly following the occurrence of a Declared Default:
 - (i) instruct any clearance system to transfer any Charged Investment held by it for such Chargor or its nominee to an account of the Security Agent or its nominee with such clearance system; and
 - (ii) take whatever action the Security Agent may request for the dematerialisation or rematerialisation of any Charged Investment held in a clearance system.

Without prejudice to the rest of this Clause 11.7, the Security Agent may, following the occurrence of a Declared Default, at the expense of the relevant Chargor, take whatever action is required for the dematerialisation or rematerialisation of the Charged Investments.

- (e) Each Chargor shall promptly pay all calls or other payments which may become due in respect of its Charged Investments.
- (f) No Chargor shall nominate another person to enjoy or exercise all or any specified rights of the Chargor in relation to its Charged Investments, as contemplated by section 145 of the Companies Act 2006 or otherwise.
- (g) Each Chargor shall comply with all requests for information within its knowledge relating to the Charged Investments which are made under section 793 of the Companies Act 2006 or which could be made under section 793 if the relevant company were a public limited company or under any similar provision contained in the articles of association or other constitutional documents of the relevant company and, if it fails to do so, the Security Agent may provide such information as it may have on behalf of such Chargor.

11.8 Rights of the Parties in respect of Charged Investments

- (a) Unless a Declared Default has occurred, each Chargor shall be entitled to:
 - (i) receive and retain all dividends, distributions and other monies paid on or derived from its Charged Securities; and
 - (ii) exercise all voting and other rights and powers attaching to its Charged Securities, provided that it must not do so in a manner which is materially prejudicial to the interests of the Security Agent and/or the other Secured Parties.
- (b) At any time following the occurrence of a Declared Default;
 - (i) the Security Agent may, for the purpose of protecting its interests in relation to the Secured Obligations, exercise (but is not obliged to exercise) in the name of a Chargor or otherwise and without any further consent or authority on the part of any Chargor, all voting powers and rights attaching to the Charged Securities (including Related Rights) as it sees fit, including any rights to nominate or remove a director, as if the Security Agent were the sole beneficial owner of the Charged Securities;

- (ii) all Related Rights shall, if received by a Chargor or the Security Agent's nominee, be held on trust for and forthwith paid or transferred to the Security Agent; and
 - (iii) each Chargor shall (and shall procure that the Security Agent's nominees shall) accept short notice for and attend any shareholders meetings relating to the Charged Securities, appoint proxies and exercise voting and other rights and powers exercisable by the holders of the Charged Securities as the Security Agent may direct from time to time as it sees fit for the purpose of protecting its interests in relation to the Secured Obligations.
- (c) At any time when any Charged Securities are registered in the name of the Security Agent or its nominee, the Security Agent shall be under no duty to:
- (i) ensure that any dividends, distributions or other monies payable in respect of such Charged Securities are duly and promptly paid or received by it or its nominee;
 - (ii) verify that the correct amounts are paid or received; or
 - (iii) take any action in connection with the taking up of any (or any offer of any) Related Rights in respect of or in substitution for, any such Charged Securities.
- (d) Each Chargor covenants with the Security Agent that it will not, without the prior written consent of the Security Agent consent to its Charged Securities being consolidated, sub-divided or converted or any rights attached to them being varied.

12. POWER TO REMEDY

12.1 Power to remedy

If at any time a Chargor does not comply with any of its obligations under this Deed (and, at all times prior to a Declared Default, that failure is not remedied within 14 days), the Security Agent (without prejudice to any other rights arising as a consequence of such non-compliance) shall be entitled (but not bound) to rectify that default. The relevant Chargor irrevocably authorises the Security Agent and its employees and agents by way of security to do all such things (including entering the property of such Chargor) which are necessary or reasonably desirable to rectify that default.

12.2 Mortgagee in possession

The exercise of the powers of the Security Agent under this Clause 12 shall not render it, or any other Secured Party, liable as a mortgagee in possession.

12.3 Monies expended

The relevant Chargor shall pay to the Security Agent on demand any monies which are expended by the Security Agent in exercising its powers under this Clause 12, together with interest at the Default Rate (without double counting with any amounts claimed under the Facilities Agreement) from the date on which those monies were expended by the Security Agent (both before and after judgment) and otherwise in accordance with Clause 2.2 (*Default interest*).

13. WHEN SECURITY BECOMES ENFORCEABLE

13.1 When enforceable

This Debenture Security shall become immediately enforceable at any time after:

- (a) the occurrence of a Declared Default;
- (b) in relation to any Chargor, a step or proceeding is taken, or a proposal made, for the appointment of an administrator or for a voluntary arrangement under Part I of the Insolvency Act 1986; or
- (c) a request being made by the Company and/or a Chargor to the Security Agent for the appointment of a Receiver or an administrator over its Security Assets or in respect of a Chargor.

13.2 Statutory powers

The power of sale and other powers conferred by section 101 of the Act (as amended or extended by this Deed) shall be immediately exercisable upon and at any time after the occurrence of any Declared Default.

13.3 Enforcement

After this Debenture Security has become enforceable, the Security Agent may in its absolute discretion enforce all or any part of the Debenture Security in such manner as it sees fit.

14. ENFORCEMENT OF SECURITY

14.1 General

For the purposes of all rights and powers implied by statute, the Secured Obligations are deemed to have become due and payable on the date of this Deed. Sections 93 and 103 of the Act shall not apply to the Debenture Security.

14.2 Powers of leasing

The statutory powers of leasing conferred on the Security Agent are extended so as to authorise the Security Agent to lease, make agreements for leases, accept surrenders of leases and grant options as the Security Agent may think fit and without the need to comply with section 99 or 100 of the Act.

14.3 Powers of Security Agent

At any time after the Debenture Security becomes enforceable (or if so requested by any Chargor by written notice at any time), the Security Agent may without further notice (unless required by law):

- (a) appoint any person (or persons) to be a receiver, receiver and manager or administrative receiver of all or any part of the Security Assets and/or of the income of the Security Assets; and/or
- (b) appoint or apply for the appointment of any person who is appropriately qualified as administrator of a Chargor; and/or

- (c) exercise all or any of the powers conferred on mortgagees by the Act (as amended or extended by this Deed) and/or all or any of the powers which are conferred by this Deed on a Receiver, in each case without first appointing a Receiver or notwithstanding the appointment of any Receiver; and/or
- (d) exercise (in the name of any Chargor and without any further consent or authority of such Chargor) any voting rights and any powers or rights which may be exercised by any person(s) in whose name any Charged Investment is registered or who is the holder of any of them.

14.4 Redemption of prior mortgages

At any time after the Debenture Security has become enforceable, the Security Agent may:

- (a) redeem any prior Security against any Security Asset; and/or
- (b) procure the transfer of that Security to itself; and/or
- (c) settle and pass the accounts of the holder of any prior Security and any accounts so settled and passed shall be conclusive and binding on each Chargor.

All principal, interest, costs, charges and expenses of and incidental to any such redemption and/or transfer shall be paid by the relevant Chargor to the Security Agent within three Business Days of the Chargor receiving notice of such costs from the Security Agent.

14.5 Privileges

Each Receiver and the Security Agent is entitled to all the rights, powers, privileges and immunities conferred by the Act on mortgagees and receivers when such receivers have been duly appointed under the Act, except that section 103 of the Act does not apply.

14.6 Right of appropriation

- (a) The Parties acknowledge and intend that the charges over each Chargor's Financial Collateral provided under or pursuant to this Debenture will each constitute a "security financial collateral arrangement" for the purposes of the Financial Collateral Regulations.
- (b) The Security Agent may, on or at any time after the security constituted by this Debenture becomes enforceable in accordance with its terms, by notice in writing to the relevant Chargor appropriate with immediate effect all or any of its Financial Collateral charged by this Debenture 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 Security Assets are held by the Security Agent or otherwise.
- (c) The value of any Financial Collateral appropriated under Clause 14.6(b) shall be:
 - (i) in the case of cash, its face value at the time of appropriation; and
 - (ii) 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 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.

- (d) The Security Agent will account to the relevant Chargor for any amount by which the value of the appropriated Security Assets exceeds the Secured Obligations and the Chargors shall remain liable to the Security Agent for any amount by which the value of the appropriated Security Assets is less than the Secured Obligations.
- (e) Each Chargor agrees that the method of valuing Financial Collateral under Clause 14.6(c) is commercially reasonable.

14.7 No liability

- (a) Neither the Security Agent, any other Secured Party nor any Receiver shall be liable (A) in respect of all or any part of the Security Assets or (B) for any loss or damage which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise any of, its or his respective powers (unless such loss or damage is caused by its or his gross negligence or wilful misconduct).
- (b) Without prejudice to the generality of Clause 14.6(a), neither the Security Agent, any other Secured Party nor any Receiver shall be liable, by reason of entering into possession of a Security Asset, to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable. If and whenever the Security Agent, or any nominee enters into possession of any Security Assets, it shall be entitled at any time at its discretion to go out of possession.

14.8 Protection of third parties

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

- (a) whether the Secured Obligations have become payable;
- (b) whether any power which the Security Agent or the Receiver is purporting to exercise has become exercisable;
- (c) whether any money remains due under any Finance Document; or
- (d) how any money paid to the Security Agent or to the Receiver is to be applied.

15. RECEIVER

15.1 Removal and replacement

The Security Agent may from time to time remove any Receiver appointed by it (subject, in the case of an administrative receivership, to section 45 of the Insolvency Act 1986) and, whenever it may deem appropriate, may appoint a new Receiver in the place of any Receiver whose appointment has terminated.

15.2 Multiple Receivers

If at any time there is more than one Receiver of all or any part of the Security Assets and/or the income of the Security Assets, each Receiver shall have power to act individually (unless otherwise stated in the appointment document).

15.3 Remuneration

Any Receiver shall be entitled to remuneration for his services at a rate to be fixed by agreement between him and the Security Agent (or, failing such agreement, to be fixed by the Security Agent).

15.4 Payment by Receiver

Only monies actually paid by a Receiver to the Security Agent in relation to the Secured Obligations shall be capable of being applied by the Security Agent in discharge of the Secured Obligations.

15.5 Agent of Chargors

Any Receiver shall be the agent of the Chargor in respect of which it is appointed. Such Chargor shall (subject to the Companies Act 2006 and the Insolvency Act 1986) be solely responsible for his acts and defaults and for the payment of his remuneration. No Secured Party shall incur any liability (either to such Chargor or to any other person) by reason of the appointment of a Receiver or for any other reason.

16. POWERS OF RECEIVER

16.1 General powers

Any Receiver shall have:

- (a) all the powers which are conferred on the Security Agent by Clause 14.3 (*Powers of Security Agent*);
- (b) all the powers which are conferred by the Act on mortgagees in possession and receivers appointed under the Act;
- (c) (whether or not he is an administrative receiver) all the powers which are listed in schedule 1 of the Insolvency Act 1986; and
- (d) all powers which are conferred by any other law conferring power on receivers.

16.2 Additional powers

In addition to the powers referred to in Clause 16.1 (*General powers*), a Receiver shall have the following powers:

- (a) to take possession of, collect and get in all or any part of the Security Assets and/or income in respect of which he was appointed;
- (b) to manage the Security Assets and the business of any Chargor as he thinks fit;
- (c) to redeem any Security and to borrow or raise any money and secure the payment of any money in priority to the Secured Obligations for the purpose of the

exercise of his powers and/or defraying any costs or liabilities incurred by him in such exercise;

- (d) to sell or concur in selling, leasing or otherwise disposing of all or any part of the Security Assets in respect of which he was appointed without the need to observe the restrictions imposed by section 103 of the Act, and, without limitation;
 - (i) fixtures may be severed and sold separately from the Real Property containing them, without the consent of any Chargor;
 - (ii) the consideration for any such transaction may consist of cash, debentures or other obligations, shares, stock or other valuable consideration (and the amount of such consideration may be dependent upon profit or turnover or be determined by a third party); and
 - (iii) any such consideration may be payable in a lump sum or by instalments spread over such period as he thinks fit;
- (e) to alter, improve, develop, complete, construct, modify, refurbish or repair any building or land and to complete or undertake or concur in the completion or undertaking (with or without modification) of any project in which any Chargor was concerned or interested before his appointment (being a project for the alteration, improvement, development, completion, construction, modification, refurbishment or repair of any building or land);
- (f) to carry out any sale, lease or other disposal of all or any part of the Security Assets by conveying, transferring, assigning or leasing the same in the name of the relevant Chargor and, for that purpose, to enter into covenants and other contractual obligations in the name of, and so as to bind, such Chargor;
- (g) to take any such proceedings (in the name of any of the relevant Chargors or otherwise) as he shall think fit in respect of the Security Assets and/or income in respect of which he was appointed (including proceedings for recovery of rent or other monies in arrears at the date of his appointment);
- (h) to enter into or make any such agreement, arrangement or compromise as he shall think fit;
- (i) to insure, and to renew any insurances in respect of, the Security Assets as he shall think fit (or as the Security Agent shall direct);
- (j) to appoint and employ such managers, officers and workmen and engage such professional advisers as he shall think fit (including, without prejudice to the generality of the foregoing power, to employ his partners and firm);
- (k) to form one or more Subsidiaries of any Chargor and to transfer to any such Subsidiary all or any part of the Security Assets;
- (l) to operate any rent review clause in respect of any Real Property in respect of which he was appointed (or any part thereof) and to apply for any new or extended lease;
- (m) to:

- (i) give valid receipts for all monies and to do all such other things as may seem to him to be incidental or conducive to any other power vested in him or necessary or desirable for the realisation of any Security Asset;
 - (ii) exercise in relation to each Security Asset all such powers and rights as he would be capable of exercising if he were the absolute beneficial owner of the Security Assets; and
 - (iii) use the name of any Chargor for any of the above purposes; and
- (n) do all such other acts and things as may be considered by the Receiver to be incidental or conducive to any of the above matters or powers or otherwise incidental or conducive to the preservation, improvement or realisation of the relevant Security Assets.

17. APPLICATION OF PROCEEDS AND SUBORDINATION DEED

17.1 Application

All monies received by the Security Agent or any Receiver after the Debenture Security has become enforceable shall (subject to the rights and claims of any person having a security ranking in priority to the Debenture Security) be applied in accordance with and subject to the Subordination Deed.

17.2 Contingencies

If the Debenture Security is enforced at a time when no amounts are due under the Finance Documents (but at a time when amounts may become so due), the Security Agent or a Receiver may pay the proceeds of any recoveries effected by it into a blocked suspense account (bearing interest at such rate (if any) as the Security Agent usually grants for accounts of that size and nature).

17.3 Appropriation, Subordination Deed and suspense account

- (a) Subject to the Subordination Deed and Clause 17.1 (*Application*), the Security Agent shall apply all payments received in respect of the Secured Obligations in reduction of any part of the Secured Obligations in any order or manner which it may determine.
- (b) Any such appropriation shall override any appropriation by any Chargor.
- (c) All monies received, recovered or realised by the Security Agent under or in connection with this Deed may at the discretion of the Security Agent be credited to a separate interest-bearing suspense account for so long as the Security Agent determines (with interest accruing thereon at such rate (if any) as the Security Agent usually grants for accounts of that size and nature) without the Security Agent having any obligation to apply such monies and interest or any part of it in or towards the discharge of any of the Secured Obligations unless such monies would be sufficient to discharge all Secured Obligations in full.

18. SET-OFF

18.1 Set-off rights

- (a) The Security Agent and each other Secured Party may (but shall not be obliged to) set off any obligation which is due and payable by any Chargor and unpaid

(whether under the Finance Documents or which has been assigned to the Security Agent or such other Secured Party by any other Chargor) against any obligation (whether or not matured) owed by the Security Agent or such other Secured Party to such Chargor, regardless of the place of payment, booking branch or currency of either obligation.

- (b) At any time after the Debenture Security has become enforceable (and in addition to its rights under Clause 18.1(a)), the Security Agent and each other Secured Party may (but shall not be obliged to) set-off any contingent liability owed by a Chargor under any Finance Document against any obligation (whether or not matured) owed by the Security Agent or such other Secured Party to such Chargor, regardless of the place of payment, booking branch or currency of either obligation.
- (c) If the obligations are in different currencies, the Security Agent or such other Secured Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.
- (d) If either obligation is unliquidated or unascertained, the Security Agent or such other Secured Party may set off in an amount estimated by it in good faith to be the amount of that obligation.

18.2 Time deposits

Without prejudice to Clause 18.1 (*Set-off rights*), if any time deposit matures on any account which any Chargor has with the Security Agent or any other Secured Party at a time within the Security Period when:

- (a) this Debenture Security has become enforceable; and
- (b) no Secured Obligation is due and payable,

such time deposit shall automatically be renewed for such further maturity as the Security Agent or such other Secured Party in its absolute discretion considers appropriate unless the Security Agent or such other Secured Party otherwise agrees in writing.

19. DELEGATION

Each of the Security Agent and any Receiver may delegate, by power of attorney (or in any other manner) to any person, any right, power or discretion exercisable by them under this Deed upon any terms (including power to sub-delegate) which it may think fit. Neither the Security Agent nor any Receiver shall be in any way liable or responsible to any Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any Delegate.

20. FURTHER ASSURANCES

20.1 Further action

Each Chargor shall (and the Company shall procure that each Chargor shall) at its own expense, promptly do all such acts and execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Agent or a Receiver may reasonably specify (and in such form as the Security Agent or a Receiver may reasonably require) in favour of the Security Agent, a Receiver or its nominees in order to:

- (a) perfect the Security created or intended to be created under or evidenced by this Deed or for the exercise of any rights, powers and remedies exercisable by the Security Agent, any other Secured Party or any Receiver or any Delegate in respect of any Security Asset or provided by or pursuant to this Deed or by law; or
- (b) confer on the Security Agent, any Receiver or the Secured Parties Security over any property and assets of that Obligor located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to this Deed; and/or
- (c) facilitate the realisation of the assets which are, or are intended to be, the subject of the Debenture Security.

20.2 Finance Documents

Each Chargor shall (and the Company shall procure that each member of the Group shall) take all such action as is available to it (including making all filings and registrations) as may be necessary (but subject to the terms of this Deed) for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Agent or the Secured Parties by or pursuant to this Deed.

20.3 Specific security

Without prejudice to the generality of Clause 20.1 (*Further action*), each Chargor will promptly upon request by the Security Agent execute any document contemplated by that Clause over any Security Asset which is subject to or intended to be subject to any fixed security under this Deed (including any fixed security arising or intended to arise pursuant to Clause 6 (*Conversion of Floating Charge*)).

21. POWER OF ATTORNEY

Each Chargor, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any Delegate to be its attorney to take any action following the occurrence of a Declared Default or whilst the Debenture Security has become enforceable which such Chargor is obliged to take under this Deed, including under Clause 20 (*Further Assurances*), or, if no Declared Default has occurred, which such Chargor has failed to take within five Business Days of being notified of such failure and receiving a request to comply from the Security Agent. Each Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this Clause.

22. CURRENCY CONVERSION

All monies received or held by the Security Agent or any Receiver under this Deed may be converted from their existing currency into such other currency as the Security Agent or the Receiver considers necessary or desirable to cover the obligations and liabilities comprised in the Secured Obligations in that other currency at the Agent's spot rate of exchange for the purchase of the relevant currency in the London foreign exchange market on the relevant day. Each Chargor shall indemnify the Security Agent against all costs, charges and expenses incurred in relation to such conversion. Neither the Security Agent nor any Receiver shall have any liability to any Chargor in respect of any loss resulting from any fluctuation in exchange rates after any such conversion.

23. CHANGES TO THE PARTIES

23.1 Chargors

No Chargor may assign any of its rights or obligations under this Deed.

23.2 Security Agent

The Security Agent may assign or transfer all or any part of its rights under this Deed pursuant to the resignation or removal of the Security Agent in accordance with the Subordination Deed. Each Chargor shall, promptly upon being requested to do so by the Security Agent, enter into such documents as may be necessary or desirable to effect such assignment or transfer.

23.3 Secured Parties

Any Secured Party may at any time assign and transfer all or any of its rights in relation to this Debenture to any person or otherwise grant an interest in them to any person to the extent that it is permitted to transfer its rights under the terms of the Facilities Agreement

23.4 Accession Deed

- (a) Each Chargor:
 - (i) consents to new Subsidiaries of the Company becoming Chargors as contemplated by the Finance Documents; and
 - (ii) irrevocably authorises the Company to agree to and, if required, sign any duly completed Accession Deed as agent and attorney for and on behalf of such Chargor.
- (b) A member of the Group which becomes a Chargor under this Debenture (the "**New Chargor**") as contemplated by the Finance Documents shall become a Chargor under this Debenture with effect from the time when the Accession Deed takes effect, at which point:
 - (i) the New Chargor shall become bound by all the terms of this Debenture and shall assume the same obligations as "Chargor" as if it were an original Party to this Debenture; and
 - (ii) the other Chargors shall assume the same obligations in respect of the New Chargor as if it were an original Party to this Debenture.

24. MISCELLANEOUS

24.1 New accounts

- (a) If the Security Agent or any other Secured Party receives, or is deemed to be affected by, notice, whether actual or constructive, of any subsequent Security (other than a Permitted Security) affecting any Security Asset and/or the proceeds of sale of any Security Asset or any guarantee under the Finance Documents ceases to continue in force, it may rule off all its accounts and open a new account or accounts for any Chargor. If it does not open a new account, it shall nevertheless be treated as if it had done so at the time when it received or was deemed to have received such notice.

- (b) As from that time all payments made to the Security Agent or such other Secured Party will be credited or be treated as having been credited to the new account and will not operate to reduce any amount of the Secured Obligations.

24.2 Tacking

- (a) Each Finance Party shall perform its obligations under the Facilities Agreement (including any obligation to make available further advances).
- (b) This Deed secures advances already made and further advances to be made.

24.3 Land Registry

- (a) Promptly following the occurrence of an Event of Default which is continuing, each Chargor:
 - (i) authorises the Security Agent to make any application which the Security Agent deems appropriate for the designation of this Deed, the Facilities Agreement or any other Finance Document as an exempt information document under rule 136 of the Land Registration Rules 2003;
 - (ii) shall use its best endeavours to assist with any such application made by or on behalf of the Security Agent; and
 - (iii) shall notify the Security Agent in writing as soon as it receives notice of any person's application under rule 137 of the Land Registration Rules 2003 for the disclosure of this Deed, the Facilities Agreement or any other Finance Document following its designation as an exempt information document.
- (b) No Chargor shall make any application under rule 138 of the Land Registration Rules 2003 for the removal of the designation of any such document as an exempt information document.
- (c) Following the occurrence of a Declared Default, each Chargor shall promptly make all applications to and filings with the Land Registry which are necessary or desirable under the Land Registration Rules 2003 to protect the Debenture Security.

24.4 Protective clauses

- (a) Each Chargor is deemed to be a principal debtor in relation to this Deed. The obligations of each Chargor under, and the security intended to be created by, this Deed shall not be impaired by any forbearance, neglect, indulgence, extension or time, release, surrender or loss of securities, dealing, amendment or arrangement by any Secured Party which would otherwise have reduced, released or prejudiced this Debenture Security or any surety liability of a Chargor (whether or not known to it or to any Secured Party).
- (b) Clause 20 (*Guarantee and Indemnity*) of the Facilities Agreement applies in relation to this Deed as if references to the obligations referred to in such clauses respectively were references to the obligations of each Chargor under this Deed.

25. NOTICES

25.1 Facilities Agreement

Subject to Clause 25.2 (*Notices through Company*):

- (a) clause 34 (*Notices*) of the Facilities Agreement (other than clauses 34.3(c), 34.6 (*Electronic communication*) and 34.7 (*Use of websites*)) is incorporated into this Deed as if fully set out in this Deed; and
- (b) the address and fax numbers of each Party for all communications or documents given under or in connection with this Deed are those identified with its name in the execution pages to this Deed or subsequently notified from time to time by the relevant Party for the purposes of the Facilities Agreement or this Deed.

25.2 Notices through Company

- (a) All communications and documents from the Chargors shall be sent through the Company and all communications and documents to the Chargors may be sent through the Company.
- (b) Any communication or document made or delivered to the Company in accordance with this Clause 25 will be deemed to have been made or delivered to each of the Chargors.

26. CALCULATIONS AND CERTIFICATES

Any certificate of or determination by a Secured Party, the Security Agent or the Agent specifying the amount of any Secured Obligation due from the Chargors (including details of any relevant calculation thereof) is, in the absence of manifest error, conclusive evidence against the Chargors of the matters to which it relates.

27. PARTIAL INVALIDITY

All the provisions of this Deed are severable and distinct from one another and if at any time any provision is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of any of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

28. REMEDIES AND WAIVERS

No failure to exercise, nor any delay in exercising, on the part of the Security Agent (or any other Secured Party), any right or remedy under this Deed shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise, or the exercise of any other right or remedy. The rights and remedies provided are cumulative and not exclusive of any rights or remedies provided by law.

29. AMENDMENTS AND WAIVERS

Any provision of this Deed may be amended only if the Security Agent and the Chargors or the Company on their behalf so agree in writing and any breach of this Deed may be waived before or after it occurs only if the Security Agent so agrees in writing. A waiver given or consent granted by the Security Agent under this Deed will be effective only if given in writing and then only in the instance and for the purpose for which it is given.

30. **COUNTERPARTS**

This 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 Deed.

31. **RELEASE**

31.1 **Release**

Upon the expiry of the Security Period (but not otherwise) the Security Agent shall, at the request and cost of the Chargors, take whatever action is necessary to release or re-assign (without recourse or warranty) the Security Assets from the Debenture Security.

31.2 **Reinstatement**

Where any discharge (whether in respect of the obligations of any Chargor or any security for those obligations or otherwise) is made in whole or in part or any arrangement is made on the faith of any payment, security or other disposition which is avoided or must be restored on insolvency, liquidation or otherwise (without limitation), the liability of the Chargors under this Deed shall continue as if the discharge or arrangement had not occurred. The Security Agent may concede or compromise any claim that any payment, security or other disposition is liable to avoidance or restoration.

32. **GOVERNING LAW**

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

33. **ENFORCEMENT**

Jurisdiction of English courts

- (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 34.1 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.

IN WITNESS of which this Deed has been duly executed by each Original Chargor as a deed and duly executed by the Security Agent and has been delivered on the first date specified on page 1 of this Deed by each Original Chargor.

SCHEDULE 1: THE ORIGINAL CHARGORS

	Company name	Registered number	Registered office
1.	Cambian Group PLC	08929371	4th Floor, Waterfront Building, Chancellors Road, Hammersmith Embankment, London, W6 9RU
2.	Cambian Group Holdings I Limited	08929407	4th Floor, Waterfront Building, Chancellors Road, Hammersmith Embankment, London, W6 9RU
3.	Cambian Group Holdings II Limited	08929414	4th Floor, Waterfront Building, Chancellors Road, Hammersmith Embankment, London, W6 9RU
4.	Cambian Childcare Limited	4280519	4th Floor, Waterfront Building, Chancellors Road, Hammersmith Embankment, London, W6 9RU
5.	Cambian Childcare Properties Limited	5274924	4th Floor, Waterfront Building, Chancellors Road, Hammersmith Embankment, London, W6 9RU
6.	Advanced Childcare Services Limited	7559570	4th Floor, Waterfront Building, Chancellors Road, Hammersmith Embankment, London, W6 9RU
7.	Cambian Healthcare Limited	3977299	4th Floor, Waterfront Building, Chancellors Road, Hammersmith Embankment, London, W6 9RU
8.	Cambian Education Services Limited	5554772	4th Floor, Waterfront Building, Chancellors Road, Hammersmith Embankment, London, W6 9RU
9.	Cambian Properties (U.K.) Limited	5554819	4th Floor, Waterfront Building, Chancellors Road, Hammersmith Embankment, London, W6 9RU

	Company name	Registered number	Registered office
10.	Cambian Heritage I Limited	5150238	4th Floor, Waterfront Building, Chancellors Road, Hammersmith Embankment, London, W6 9RU
11.	Cambian Heritage II Limited	3898254	4th Floor, Waterfront Building, Chancellors Road, Hammersmith Embankment, London, W6 9RU
12.	Cambian Care Services Limited	2683377	4th Floor, Waterfront Building, Chancellors Road, Hammersmith Embankment, London, W6 9RU
13.	Cambian Autism Services Limited	3449214	4th Floor, Waterfront Building, Chancellors Road, Hammersmith Embankment, London, W6 9RU
14.	Cambian Asperger Syndrome Services Limited	4117476	4th Floor, Waterfront Building, Chancellors Road, Hammersmith Embankment, London, W6 9RU
15.	Care Aspirations Developments Limited	7047184	4th Floor, Waterfront Building, Chancellors Road, Hammersmith Embankment, London, W6 9RU
16.	Care Aspirations Properties Limited	6667473	4th Floor, Waterfront Building, Chancellors Road, Hammersmith Embankment, London, W6 9RU
17.	Cambian Learning Disabilities Limited	2111989	4th Floor, Waterfront Building, Chancellors Road, Hammersmith Embankment, London, W6 9RU
18.	Cambian Learning Disabilities Services Limited	7139601	4th Floor, Waterfront Building, Chancellors Road, Hammersmith Embankment, London, W6 9RU
19.	Cambian Whinfield School Limited	4617562	4th Floor, Waterfront Building, Chancellors Road, Hammersmith Embankment, London, W6 9RU

	Company name	Registered number	Registered office
			W6 9RU
20.	Cambian Signpost Limited	6253729	4th Floor, Waterfront Building, Chancellors Road, Hammersmith Embankment, London, W6 9RU
21.	Cambian Signpost Care Services Limited	7028864	4th Floor, Waterfront Building, Chancellors Road, Hammersmith Embankment, London, W6 9RU
22.	Cambian Learning Disabilities Midlands Limited	2626319	4th Floor, Waterfront Building, Chancellors Road, Hammersmith Embankment, London, W6 9RU
23.	Cambian St Paul's Limited	3921792	4th Floor, Waterfront Building, Chancellors Road, Hammersmith Embankment, London, W6 9RU
24.	Advanced Childcare Group Limited	107672	9 Burrard Street, St Helier, Jersey JE4 5UE
25.	Cambian Holdings Limited	87312	9 Burrard Street, St Helier, Jersey JE4 5UE
26.	Cambian Properties Limited	87313	9 Burrard Street, St Helier, Jersey JE4 5UE
27.	Cambian Properties II Limited	91131	9 Burrard Street, St Helier, Jersey JE4 5UE
28.	Cambian Developments II Limited	104724	9 Burrard Street, St Helier, Jersey JE4 5UE
29.	Care Aspirations Holdings Limited	101522	9 Burrard Street, St Helier, Jersey JE4 5UE
30.	Cambian Healthcare Properties Limited	09357857	4 th Floor, Waterfront Building, Hammersmith Embankment, Chancellors Road, London, W6 9RU
31.	Isand Limited	05276369	4 th Floor, Waterfront Building, Hammersmith Embankment, Chancellors Road, London, W6 9RU
32.	Isand (Domiciliary Care) Limited	07705437	4 th Floor, Waterfront Building, Hammersmith Embankment, Chancellors Road, London, W6 9RU
33.	Short Ground Limited	06846986	4 th Floor, Waterfront Building, Hammersmith

	Company name	Registered number	Registered office
			Embankment, Chancery Road, London, W6 9RU
34.	Relativeto Limited	08167401	4 th Floor, Waterfront Building, Hammersmith Embankment, Chancery Road, London, W6 9RU
35.	Everycorner Limited	08501568	4 th Floor, Waterfront Building, Hammersmith Embankment, Chancery Road, London, W6 9RU
36.	Caireach Limited	05276348	4 th Floor, Waterfront Building, Hammersmith Embankment, Chancery Road, London, W6 9RU
37.	Cambian FS Limited	9501886	4 th Floor, Waterfront Building, Hammersmith Embankment, Chancery Road, London, W6 9RU
38.	Cambian Ansel Limited	06486927	4 th Floor, Waterfront Building, Hammersmith Embankment, Chancery Road, London, W6 9RU
39.	Interact Care Limited	04822716	4 th Floor, Waterfront Building Hammersmith Embankment, Chancery Road, London, W6 9RU
40.	By The Bridge Management Company Limited	08587714	4 th Floor, Waterfront Building Hammersmith Embankment, Chancery Road, London, W6 9RU
41.	By The Bridge Holdings Limited	05712186	4 th Floor, Waterfront Building Hammersmith Embankment, Chancery Road, London, W6 9RU
42.	By The Bridge Limited	04050928	4 th Floor, Waterfront Building Hammersmith Embankment, Chancery Road, London, W6 9RU
43.	By The Bridge North West Limited	05448746	4 th Floor, Waterfront Building Hammersmith Embankment, Chancery Road, London, W6 9RU

SCHEDULE 2: DETAILS OF SECURITY ASSETS

Part 1: Real Property

REGISTERED LAND

	Description of Property	Title number(s)	Registered proprietor
1.	Grindon, Chapel Hill, Uffculme, Cullompton, EX15 3AQ	DN436598	Cambian Heritage II Limited
2.	The Wing Centre, 14 Southwood Avenue, Bournemouth BH6 3QA	DT131246	Cambian Heritage II Limited
3.	The Wing Centre, Kings Park Avenue, 18 Kings Park Avenue, Bournemouth BH7 7AE	DT41534	Cambian Heritage II Limited
4.	The Wing Centre, 46 & 48 Stourcliffe Avenue, Bournemouth (Cambian Nightingale) BH6 3PX	DT113534 DT84366	Cambian Heritage II Limited
5.	The Wing Centre, 30 Milton Road, Bournemouth BH8 8LP	DT42797	Cambian Heritage II Limited
6.	The Wing Centre, 126 Richmond Park Road BH8 8 TH	DT339457	Cambian Heritage II Limited
7.	Southlands School, Vickers Hill, Boldre, Lymington SO31 5QB	HP242560 HP155636	Cambian Heritage II Limited
8.	Grateley House School, Pond Lane, Grateley, Andover SP11 8TA	HP391002 HP602678	Cambian Heritage II Limited
9.	Grateley House School, Stratford Lodge, Four Park Lane, Salisbury SP1 3NR	WT161742	Cambian Heritage II Limited
10.	The Forum School, Shillingstone, Blandford Forum DT11 0QS	DT249158	Cambian Heritage II Limited
11.	The Forum School, 23 Williams Way, Blandford Forum, Dorset DT11 7YA	DT326164	Cambian Heritage II Limited
12.	The Forum School, 25 Williams Way, Blandford Forum, Dorset DT11 7YA	DT324634	Cambian Heritage II Limited
13.	Purbeck View School, Northbrook Road, Swanage BH19 1PR	DT264518	Cambian Heritage II Limited
14.	Purbeck View School, Peake House, Valley Road, Corfe Castle, Wareham BH20 5HU	DT2492 DT3100	Cambian Heritage II Limited
15.	Hill House School, Rope Hill, Boldre, Lymington SO41 8NE	HP174934	Cambian Heritage II Limited

16.	Hill House School, Oakhurst Lodge, 137 Lyndhurst Road, Ashurst, Southampton SO40 7AW	HP439842	Cambian Heritage II Limited
17.	Brant Broughton House and College, High Street, Brant Broughton, Lincoln LN5 0SL	LL261077 LL63024	Cambian Heritage II Limited
18.	Broughton House and College Broughton House 12 High Street, Brant Broughton, Lincoln LN5 0SL	LL96437	Cambian Heritage II Limited
19.	Sulton Oaks Nursing Home, London Road, Macclesfield, SK11 0JG	CH562764	Cambian Heritage II Limited
20.	The Limes, Main Street, Langwith, Nottinghamshire NG20 9HD	DY122581	Cambian Healthcare Properties Limited
21.	Sedgley – Sedgley Lodge and Sedgley House, Woodcross Street, Coseley, Bilston WV14 9RT	WM386864 WM118598 WM200448	Cambian Healthcare Properties Limited
22.	Storthfield House, Storth Lane, Broadmeadows, South Normanton DE55 3AA	DY298912 DY451164	Cambian Healthcare Properties Limited
23.	The Fountains Pleasington Close, Blackburn	LA645238	Cambian Healthcare Properties Limited
24.	The Aspens - Aspen House and Aspen Lodge, Manvers Road, Mexborough S64 9EX	SYK228269	Cambian Healthcare Properties Limited
25.	Delfryn House, Argoed Lane, Mold, Clwyd CH7 6SQ Delfryn Lodge, Argoed Lane, Mold, Clwyd CH7 6SQ Delfryn House – Step Down, Argoed Lane, Mold, Clwyd CH7 6SQ	CYM252984 WA418176 CYM98334	Cambian Healthcare Properties Limited
26.	Sherwood House, Rufford Colliery Lane, Rainworth NG21 0ET	NT409642	Cambian Healthcare Properties Limited
27.	St Telio House (The Village), Cross Street, Rhymney, Gwent NP22 5NF	WA750324	Cambian Healthcare Properties Limited
28.	The Limes – Limes Houses (Malbon House and Teroan House), Main Road, Nether Langwith NG20 9EN)	NT350868 NT264825 NT317667	Cambian Healthcare Properties Limited
29.	Storthfield – The Sycamores, South Normanton, Alfreton D55 3AG	DY428560 DY428561	Cambian Healthcare Properties Limited

30.	Post 19, Poole - Amberwood Lodge, 6 St Osmunds Road, Parkstone, Poole BH14 9JN	DT137542	Cambian Heritage II Limited
31.	Hill House School - The Squirrels, Manor Road, Chilworth SO16 7JE	HP638444	Cambian Heritage II Limited
32.	St Paul's (Louis Court (now known as Redwood Court)) (part of St Paul's Hospital, Boxted Road, Mile End, Colchester) St Paul's (Oak Tree Lodge (now known as Oak Court)) St Paul's (James Grove (now known as Laurel Court)) St Paul's (Florence View (now known as Sycamore Court)) St Paul's (Bartholomew Court (now known as Cherry Court)) St Paul's (Titus (now known as Beech Court)) St Paul's (Philip Court (now known as Elm Court))	EX671087 EX671085 EX361492 EX582007 EX576922 EX715350	Cambian St Paul's Limited
33.	Chaseways, Sawbridgeworth, Hertfordshire CM21 0AS	HD155610 HD277248	Cambian St Paul's Limited
34.	Shirebrook Fields (now known as The Fields) Spa Lane Woodhouse Sheffield South Yorkshire S13 7PG Spa Sensations (now known as Sheffield Day Centre), Sheffield Spa Lane Woodhouse Sheffield South Yorkshire S13 7PG	SYK355580	Cambian St Paul's Limited
35.	Walkern Road, Stevenage	HD88134	Cambian St Paul's Limited
36.	Shear Meadow, Bourne Road, Hemel Hempstead	HD348914	Cambian St Paul's Limited
37.	Farm Road, Rainham RM13 9LG	EX52823	Cambian St Paul's Limited
38.	Eleni House (part of St Paul's Hospital, Boxted Road, Mile End, Colchester)	EX671087 EX671085 EX361492 EX582007 EX576922	Cambian St Paul's Limited

		EX715350	
39.	Gables, 262 Ipswich Road, Colchester	EX665162	Cambian St Paul's Limited
40.	Brambles 351 Ipswich Road Colchester CO4 0HN	EX666365	Cambian St Paul's Limited
41.	Fairways, 4 Fullers Field, Swan Lane, Westerfield	SK113990	Cambian St Paul's Limited
42.	St Augustine's Cobridge Road, Stoke on Trent ST1 5JY	SF541518	Cambian Healthcare Properties Limited
43.	Victoria House, Barton Street, Darlington DL1 2LN	DU208959	Cambian Healthcare Properties Limited
44.	Sedgley - Woodcross Street, Coseley, Bilston WV14 9RT	SF102130	Cambian Healthcare Properties Limited
45.	Sedgley - Woodcross Street 20a and 20b Turls Hill Road, Dudley DY3 1HG	SF9499	Cambian Healthcare Properties Limited
46.	Fountains - Vincent Court, Blackburn BB2 4LD	LA905429	Cambian Healthcare Properties Limited
47.	Shirebrook Lodge, 2 Sandown Lodge Sutton in Ashfield Nottinghamshire NG17 4LW	NT220915 NT265052	Cambian Learning Disabilities Midlands Limited
48.	Shirebrook Meadows, 203 Park Hall Road, Mansfield, Woodhouse NG19 8QX (Cambian Pines)	NT346153	Cambian Learning Disabilities Midlands Limited
49.	Shirebrook Views, 22 Wellington Street, Matlock DE4 3JP	DY410638	Cambian Learning Disabilities Midlands Limited
50.	(The Conifers) Shirebrook House, 19 Station Road, Borrowash DE72 3LG	DY69340	Cambian Learning Disabilities Midlands Limited
51.	Shirebrook Place (now known as Newark Place or Cambian Birches), Eton Avenue, Newark NG24 4JD	NT199662	Cambian Learning Disabilities Midlands Limited
52.	Broughton House & College - Elston House, Lodge Lane, Elston NG23 5NP	NT192667	Cambian Heritage II Limited
53.	Willow Lodge, Fitton End Road, Gorefield, Wisbech PE13 4NQ	CB194084 CB113482 CB345631	Cambian Healthcare Properties Limited
54.	Hill House School - Devon Lodge, 23a Grange Road, Hedge End, Southampton SO30 2FL	HP235575	Cambian Heritage II Limited
55.	Churchill, 22 Barkham Terrace, 80	TGL160909	Cambian Healthcare Properties Limited

	Lambeth Road, London SE1 7PW		
56.	67-68 Raglan House, Smethwick B66 3ND	WM367477	Cambian Healthcare Properties Limited
57.	Land lying to the South West of Ragland Road, Smethwick	WM570055	Cambian Healthcare Properties Limited
58.	Shirebrook Manor, Central Drive, Shirebrook NG20 8BA Shirebrook Mews, Central Drive, Shirebrook NG20 8BA	DY225070 DY447662	Cambian Learning Disabilities Midlands Limited
59.	Shirebrook Priory (now known as Cambian Beeches), Retford Road, South Leveton, Retford DN22 0BY	NT200119	Cambian Learning Disabilities Midlands Limited
60.	Sutton Hospital (now known as Cambian Grange), 43-51 Mason Street, Sutton in Ashfield NG17 4HQ Spa Sensations - Sutton, 43-51 Mason Street, Sutton in Ashfield NG17 4HQ	NT405767 NT91478 NT123901 NT235895	Cambian Learning Disabilities Midlands Limited
61.	Land and buildings at Milton Street, Long Eaton, Nottingham NG10 1DS	DY408314	Cambian Learning Disabilities Midlands Limited
62.	Aspens - Step Down (F15), (30 Shepherd Lane, Thurnscoe, Rotherham S63 0JS)	SYK135077	Cambian Healthcare Properties Limited
63.	Joy Clare, Boxted Road, Mile End, Colchester, CO4 5HF	EX664321	Cambian St Paul's Limited
64.	Appletree Care Home, Frederick Street North, Durham DH7 8NT	DU148015	Cambian Healthcare Properties Limited
65.	Land lying to the north west of Frederick Street North, Meadowfield, Durham	DU102168	Cambian Healthcare Properties Limited
66.	Pindar Oaks, Upper Sheffield Road, Bamsley S70 4PX	SYK286529	Cambian Healthcare Properties Limited
67.	The Cottage, Southwick Park, Gloucester Road, Tewkesbury, Gloucestershire GL20 7DG	GR177583	Cambian Developments II Limited
68.	121 Trent Valley Road, Penkhull, Stoke on Trent, Staffordshire ST4 5HN	SF227724	Cambian Healthcare Properties Limited
69.	Doctors Surgery, 162-164 Streetly Road, Birmingham, B23 7BD	WM928519	Cambian St Paul's Limited
70.	31-37 Broadway Avenue, Birmingham B9 5LY	WM969676	Cambian St Paul's Limited

71.	The White Hart, Whaddon Way, Bletchley MK3 7EB	BM192969	Cambian Healthcare Properties Limited
72.	Clearbury, Burlescombe, Tiverton EX16 7JU	DN257668	Cambian Signpost Limited
73.	155 Podsmead Road, Gloucester GL1 5UA	GR356492	Cambian St Paul's Limited
74.	110 – 112 Windermere Road, Kendal, Cumbria LA9 5EZ	CU193371	Cambian Whinfell School Limited
75.	60 Shap Road, Kendal, Cumbria LA9 6DP	CU151536	Cambian Whinfell School Limited
76.	Waldersey House, March Road, Friday Bridge, Wisbech PE14 0LP	CB315058	Cambian Heritage II Limited
77.	Green Haven, Grout Street, West Bromwich B70 0HD	MM24349	Cambian Learning Disabilities Midlands Limited
78.	Bryn Dedwydd, Chester Street, St Asaph LL17 0RE	CYM586359	Cambian Whinfell School Limited
79.	Bryn Egwyl, Chester Street, St Asaph LL17 0RE	CYM580318	Cambian Whinfell School Limited
80.	Pengwern Hall, Bodelwyddan Road, Rhuddlan, Rhyl LL18 5UH	CYM40039	Cambian Whinfell School Limited
81.	Land adjoining Pengwern Hall, Bodelwyddan Road, Rhuddlan, Rhyl LL18 5UH	CYM129599	Cambian Whinfell School Limited
82.	Land on the North-East Side of Bryn Dedwydd, Chester Street, St Asaph LL17 0RE	CYM599327	Cambian Whinfell School Limited
83.	The Chalet, The Roe, St Asaph LL17 0LU	WA344116	Cambian Whinfell School Limited
84.	Dilston College, Corbridge NE45 5RJ	ND161555	Cambian Whinfell School Limited
85.	Ansel Clinic (formerly known as Baird House and Four Winds), Clifton Lane, Nottingham NG11 8NB	NT50051 and NT223331	Cambian Ansel Limited (company number 06486927)
86.	Lufton Manor College and the Lodge, Lufton, Yeovil BA22 8ST and Manor Farm, Lufton, Yeovil BA22 8SU	WS69839 and WS69311 and WS37406	Cambian Whinfell School Limited
87.	94 Cleveland Road Crumpsall, Manchester M8 4QY	LA110065	Cambian Childcare Properties Limited (Company No. 05274924)
88.	Land on the north east side of 94 Cleveland Road, Manchester M8 4QY	GM114310	Cambian Childcare Properties Limited (Company No. 05274924)

89.	232 Stafford Road Wolverhampton WV10 6JT	SF11434	Cambian Properties (Company 05274924)	Childcare Limited No.
90.	2 Brooklands Parade Eastfield, Wolverhampton WV1 2NH	WM901630	Cambian Properties (Company 05274924)	Childcare Limited No.
91.	1 Herbert Road, Smethwick B67 5DD	WM288402	Cambian Properties (Company 05274924)	Childcare Limited No.
92.	1 Gordon Avenue, Levenshulme, Manchester M19 3WG	GM136868	Cambian Properties (Company 05274924)	Childcare Limited No.
93.	9 Cedar Drive, Northfield, Birmingham B31 3PE	WM754311	Cambian Properties (Company 05274924)	Childcare Limited No.
94.	123 Fraser Street, Shaw, Oldham, OL2 7XP	GM450568	Cambian Properties (Company 05274924)	Childcare Limited No.
95.	25 Greenridge Road Handsworth, Birmingham B20 1JL	WK170478	Cambian Properties (Company 05274924)	Childcare Limited No.
96.	10 Southbourne Avenue, Castle Bromwich, Birmingham B34 6AJ	WM116933	Cambian Properties (Company 05274924)	Childcare Limited No.
97.	68 Linden Road, Denton, Manchester M34 6EF	GM837646	Cambian Properties (Company 05274924)	Childcare Limited No.
98.	98-100 Birch Lane, Longsight, Manchester M13 0WN	GM829569	Cambian Properties (Company 05274924)	Childcare Limited No.
99.	51 Beech Way, Smethwick B66 3RE	WM521260	Cambian Properties (Company 05274924)	Childcare Limited No.
100.	The Larches, Coningsby Road, Leominster	HW166653	Cambian Properties (Company 05274924)	Childcare Limited No.
101.	Mid-Meadows, 144 Kings Acre Road, Hereford HR4 0SD	HW94576	Cambian Properties (Company 05274924)	Childcare Limited No.
102.	Chalamys House, Boraston Lane, Tenbury Wells WR15 8LE	SL55206	Cambian Properties (Company 05274924)	Childcare Limited No.

103.	Cranhill House, Lower Cranhill, Stratford Road, Bidford-On-Avon, Warwickshire B50 4LN	WK380001	Cambian Properties (Company 05274924)	Childcare Limited No.
104.	Rose Bank, Canon Pyon, Hereford HR4 8NT	HW184162	Cambian Properties (Company 05274924)	Childcare Limited No.
105.	Sawrey, The Common, Abberley, Worcester WR6 6AY	WR45888	Cambian Properties (Company 05274924)	Childcare Limited No.
106.	Perry Mill, Smiths Green, Mathon, Malvern WR13 5PE	HE14433	Cambian Properties (Company 05274924)	Childcare Limited No.
107.	Broomhill Cottage, Felton, Hereford HR1 3PN	HW177086	Cambian Properties (Company 05274924)	Childcare Limited No.
108.	Arrow Bridge Cottage, Eardisland, Leominster HR6 9AT	HE4521	Cambian Properties (Company 05274924)	Childcare Limited No.
109.	3 Third Avenue, Nottingham NG7 6JH	NT78630	Cambian Properties (Company 05274924)	Childcare Limited No.
110.	Gilwern, Floodgates, Kington HR5 3NF	HW184248	Cambian Properties (Company 05274924)	Childcare Limited No.
111.	422 Smeeth Road, Marshland St James, Wisbech PE14 8EP	NK268426	Cambian Properties (Company 05274924)	Childcare Limited No.
112.	99A Chapnall Road, Wisbech PE13 3TU	NK155817	Cambian Properties (Company 05274924)	Childcare Limited No.
113.	49 Hoxton Road, Ellacombe, Torquay, Devon TQ1 1NY	DN76517	Cambian Properties (Company 05274924)	Childcare Limited No.
114.	9 Booth Road, Little Lever, Bolton BL3 1JY	LA171245, GM876491	Cambian Properties (Company 05274924)	Childcare Limited No.
115.	178 Regent Street, Nelson BB9 8SQ	LA869095	Cambian Properties (Company 05274924)	Childcare Limited No.
116.	148 Greenway Road, Runcorn WA7 4NN	CH263412	Cambian Properties (Company 05274924)	Childcare Limited No.

117.	11a Fitzwalter Road, Warrington, WA1 4BT	CH195652	Cambian Properties (Company 05274924)	Childcare Limited No.
118.	110 Peel House Lane, Widnes WA8 6TQ	CH183054	Cambian Properties (Company 05274924)	Childcare Limited No.
119.	Land Lying On The South Side Of 110 Peel House Lane, Widness WA86TQ	CH220075	Cambian Properties (Company 05274924)	Childcare Limited No.
120.	54 Halton View Road, Widnes, WA8 0TR	CH392042	Cambian Properties (Company 05274924)	Childcare Limited No.
121.	47 Lower House Lane, Widnes WA8 7DX	CH432586	Cambian Properties (Company 05274924)	Childcare Limited No.
122.	62 Peelhouse Lane, Widnes WA8 6TJ	CH140372	Cambian Properties (Company 05274924)	Childcare Limited No.
123.	29 Liverpool Road, Widnes WA8 7ER	CH177303	Cambian Properties (Company 05274924)	Childcare Limited No.
124.	38 Queens Park Road, Heywood OL10 4LQ	GM533286	Cambian Properties (Company 05274924)	Childcare Limited No.
125.	67-69 Queens Park Parade, Kingsthorpe, Northampton NN2 6LR	NN204965	Cambian Properties (Company 05274924)	Childcare Limited No.
126.	Nene House, Watling Street, Towcester NN12 6HN	NN120110	Cambian Properties (Company 05274924)	Childcare Limited No.
127.	Manor Cottage, Swinefleet Road, Goole DN14 8AB	HS120478	Cambian Properties (Company 05274924)	Childcare Limited No.
128.	59 Queens Road, Wisbech PE13 2PQ	CB193193	Cambian Properties (Company 05274924)	Childcare Limited No.
129.	29 Main Street, Farcet, Peterborough PE7 3AN	CB244740	Cambian Properties (Company 05274924)	Childcare Limited No.
130.	1 Inglemire Lane, Cottingham, Hull HU16 4PB	HS162659	Cambian Properties (Company 05274924)	Childcare Limited No.

131.	40 Avenue Victoria, Scarborough YO11 2QT	NYK92977	Cambian Properties (Company 05274924)	Childcare Limited No.
132.	96 Park Avenue, Hull HU5 3ET	HS9130	Cambian Properties (Company 05274924)	Childcare Limited No.
133.	Sycamore House, Sycamore Terrace, Haswell, Moor, Durham DH6 2AG	DU198453, DU310202	Cambian Properties (Company 05274924)	Childcare Limited No.
134.	Mount View, 136 Seamer Road, Scarborough YO12 4EY	NYK122536	Cambian Properties (Company 05274924)	Childcare Limited No.
135.	Cheshire Flats, 1 Peel House Lane, Widnes WA8 6TN	CH314414	Cambian Properties (Company 05274924)	Childcare Limited No.
136.	Northampton School, 67a 69 Queens Park Parade, Kingsthorpe, Northampton NN2 6LR	NN210173	Cambian Properties (Company 05274924)	Childcare Limited No.
137.	The Fields, Great Ness, Shrewsbury SY4 2LE	SL49412	Cambian Properties (Company 05274924)	Childcare Limited No.
138.	146 Underdale Road, Shrewsbury SY2 5EG	SL67859	Cambian Properties (Company 05274924)	Childcare Limited No.
139.	Inscape, Plealey Road, Longden, Shrewsbury SY5 8ET	SL82466	Cambian Properties (Company 05274924)	Childcare Limited No.
140.	Greenlands, Prescott Road, Prescott, Baschurch, Shrewsbury SY4 2DP	SL88893	Cambian Properties (Company 05274924)	Childcare Limited No.
141.	Sandiway, Ryton, Dorrington, Shrewsbury SY5 7LW	SL135577	Cambian Properties (Company 05274924)	Childcare Limited No.
142.	Land on the south west side of Fairfields, Soulton Road, Wem, Shrewsbury	SL181504	Cambian Properties (Company 05274924)	Childcare Limited No.
143.	Grove Cottage, 21 Grove Road, Atherstone CV9 1DP	WK360421	Cambian Properties (Company 05274924)	Childcare Limited No.
144.	69 Lullington Road, Overseal, Swadlincote DE12 6NG	DY129987	Cambian Properties (Company 05274924)	Childcare Limited No.

145.	201 Forest Road, Coalville LE67 3SP	LT221380	Cambian Properties (Company 05274924)	Childcare Limited No.
146.	24 Montley, Wilnecote B77 4JF	SF251136	Cambian Properties (Company 05274924)	Childcare Limited No.
147.	2 The Meadows, Mytton Lane, Shawbury, Shrewsbury SY4 4HS	SL752	Cambian Properties (Company 05274924)	Childcare Limited No.
148.	268 Lightbowne Road, Manchester M40 5HQ	LA16162	Cambian Properties (Company 05274924)	Childcare Limited No.
149.	2 Barnhill Road, Kingskerswell, Newton Abbot, TQ12 5DE	DN97832	Cambian Properties (Company 05274924)	Childcare Limited No.
150.	The Gables, Thrush Drive, Bury, BL9 6JD	GM478215	Cambian Properties (Company 05274924)	Childcare Limited No.
151.	17 Victoria Street, Loughborough, LE11 2EN	LT429645	Cambian Properties (Company 05274924)	Childcare Limited No.
152.	99 Castle Rock Drive, Coalville, LE67 4SE	LT246758	Cambian Properties (Company 05274924)	Childcare Limited No.
153.	Elm Tree Cottage, Brown Moss, Whitchurch, SY13 4BX	SL147944	Cambian Properties (Company 05274924)	Childcare Limited No.
154.	2 Belle Vue Avenue, Doncaster, DN4 5DX	SYK35136	Cambian Properties (Company 05274924)	Childcare Limited No.
155.	316 Stourbridge Road, Dudley, DY1 2EE	WM182827	Cambian Properties (Company 05274924)	Childcare Limited No.
156.	Beech House, 333 Leeds Road, Idle, Bradford, BD10 9AB	WYK11424	Cambian Properties (Company 05274924)	Childcare Limited No.
157.	2 New Close Road, Shipley, BD18 4AB	WYK141805	Cambian Properties (Company 05274924)	Childcare Limited No.
158.	Howard House, 2 Villa Walk, Birmingham, B19 2XJ	WM977517	Cambian Properties (Company 05274924)	Childcare Limited No.

159.	Chase Nursing Home, 70 Vicarage Road, Brownhills, Walsall, WS8 6AR	WM398742	Cambian Properties (Company 05274924)	Childcare Limited No.
160.	Russets Court, 3 Long Meadow Clyst St Mary Exeter EX5 1BR	DN108765	Cambian Properties (Company 05274924)	Childcare Limited No.
161.	41 Glentworth Avenue, Middlesbrough, TS3 0QH	CE128070	Cambian Properties (Company 05274924)	Childcare Limited No.
162.	Intek House 52 Borough Road Paington TQ4 7DQ including the hedge between the points marked A and B on the title plan	DN65012	Cambian Properties (Company 05274924)	Childcare Limited No.
163.	6 Victoria Avenue Halesowen B62 9BL	MM23945	Cambian Properties (Company 05274924)	Childcare Limited No.
164.	The Stubbs Leigh Minsterley SY5 0DT	SL134694	Cambian Properties (Company 05274924)	Childcare Limited No.
165.	Hillgate Farm, Hemford, Minsterey, SY5 0HJ	SL129262	Cambian Properties (Company 05274924)	Childcare Limited No.
166.	Unit 13 Flitch Industrial Estate, Chelmsford Road, Dunmow CM6 1XJ	EX559046	Cambian Properties (Company 05274924)	Childcare Limited No.
167.	South Church 21 Auckland Road Bishop Auckland DL14 6SP And Prince Bishops, 21 Auckland Road, Bishop Auckland DL14 6SP	DU172160 DU172161	Cambian Properties (Company 05274924)	Childcare Limited No.
168.	Ravenswood, 34 Ilkeston Road, Heanor, DE75 7DT	DY265345	Cambian Properties (Company 05274924)	Childcare Limited No.
169.	St Peters School, Chelmarsh, Bridgnorth WV16 6AX	SL16357	Cambian Properties (Company 05274924)	Childcare Limited No.
170.	164 Hereford Road Meole Brace SY3 9LB	SL53685	Cambian Properties (Company 05274924)	Childcare Limited No.
171.	127 Middle Leaforde Stechford, Birmingham B34 6HA	WM454276	Cambian Properties (Company 05274924)	Childcare Limited No.

172.	Creech Court Mill Lane Creech St. Michael Taunton Somerset TA3 5PX	ST310808	Cambian Properties (Company 05274924)	Childcare Limited No.
173.	Caxton House, Swans Yard, High Street, Felling, Gateshead, NE10 9LT	TY99196 TY321391	Cambian Properties (Company 05274924)	Childcare Limited No.
174.	Beech Tree School, Meadow Lane, Clayton-le-woods, Preston, PR5 ULX	LA927821	Cambian Properties (Company 05274924)	Childcare Limited No.
175.	115 Beaufort Street, Nelson, BB9 0RL	LA581751	Cambian Properties (Company 05274924)	Childcare Limited No.
176.	Shires, The Old Moorings, Eastoft, Scunthorpe (DN17 4JU)	HS332138	Cambian Properties	Childcare Limited
177.	51 Belle Vue Grove, Middlesbrough, TS8 2PZ	CE146018	Cambian Properties	Childcare Limited
178.	23 Lambert Road, Ribblesdale, Preston PR2 6YQ	LA331131	Cambian Properties	Childcare Limited
179.	Ponderosa, Moss Road, Moss, Doncaster, DN6 0HN	SYK528202	Cambian Properties	Childcare Limited
180.	Land on the South Side of Moss Road, Moss, Doncaster	SYK533431	Cambian Properties	Childcare Limited
181.	Land lying to the South of Moss Road, Moss, Doncaster	SYK604524	Cambian Properties	Childcare Limited
182.	Land lying to the South of Moss Road, Askern, Doncaster	SYK609496	Cambian Properties	Childcare Limited
183.	2 Underley Avenue, Kendal (Kendal Green)	CU103659	Cambian School	Whinfell Limited
184.	10 Worsley Road Farnworth BL4 9LN	LA348868 (800 year lease) and GM324645	Cambian Properties	Childcare Limited
185.	The Mews Wern Lane Souldon SY4 5RT	SL147351	Cambian Properties	Childcare Limited
186.	Eversley House 103 Upper Normacot Road Longton	SF345651	Cambian Properties	Childcare Limited
187.	Brodworth House 691 Moston Lane Moston Manchester M40 5QD	LA3617	Cambian Properties	Childcare Limited
188.	4 Cedar Avenue, Huddersfield HD1 5QH	WYK795556	Short Ground Limited	
189.	279 Beacon Road, Bradford BD6 3DQ	WYK330136	Caireach Limited	
190.	56 Cooper Lane, Halifax HX3 7RG	WYK431500	Isand Limited	
191.	Kirkside House, 1 Spen Lane, West Park,	WYK608330	Caireach Limited	

	Leeds LS5 3EJ		
192.	Longfield House (also known as Hazeldene), Oakleigh Road, Clayton, Bradford BD14 6NP	WYK210878	Relativeto Limited
193.	Hawkstone, Shann Lane, Utley, BD20 6NA	WYK40893	Isand Limited
194.	Norcott House, 75 Leeds Road, Liversedge, WF15 6JA	WYK310436	Short Ground Limited
195.	Thornfield, 261 Highfield Road, Idle, Bradford, BD10 8QY	WYK24483	Isand Limited
196.	Dene Brook Hotel, Dalton Lane, Dalton Parva and land adjoining SQ5 3QQ	SYK423113 SYK436673 SYK438890	Relativeto Limited
197.	Oxley Wood House, Woodhouse Hill, Farton, Huddersfield HD2 1DU	WYK819403 YK10873	Isand Limited
198.	Land on the southwest side of Oxley Woodhouse Nursing Home, Woodhouse Hill, Huddersfield HD2 1DH	YY3128	Isand Limited
199.	75 Park Street, Wombwell, S73 0HL	SYK598491	Relativeto Limited
200.	56 Gledholt Road, Huddersfield HD1 4HR	WYK436986	Isand Limited
201.	34 Gledholt Road, Huddersfield HD1 4HP	WYK19202	Short Ground Limited
202.	Land lying to the North Side of Pudding Lane, Hyde	GM959750	Everycorner Limited
203.	Barff Lodge, Mill Lane, Brayton, Selby, YO8 9LB	NYK101627	Cambian Childcare Properties Limited (Registration pending)
204.	Rowton Bank Cottage, Rowton, Shrewsbury, SY5 9EN	SL107038	Completion date: 11.04.15
205.	42 East Road, Longsight M12 5QZ	LA379979	Cambian Childcare Properties Limited (Company No. 05274924)
206.	200 Cherry Tree Road, Blackpool FY4 4PT	LA423870	Cambian Childcare Properties Limited (Company No. 05274924)
207.	59 Windsor Road, Oldham OL8 4AL	GM681307	Cambian Childcare Properties Limited (Company No.)

			05274924)
208.	271 Clifton Drive South, Lytham St Annes FY8 1HW	LA670009 (freehold) LA521857 (leasehold) LAN124034 (leasehold)	Cambian Properties (Company 05274924) Childcare Limited No.
209.	98 & 100 Birch Lane, Longsight, Manchester M13 0WN	GM26857, LA95637	Cambian Properties (Company 05274924) Childcare Limited No.
210.	7 Alexandra Road, Oldham OL8 2BG	LA261925	Cambian Properties (Company 05274924) Childcare Limited No.
211.	571 Rooley Moor Road Rochdale OL12 7JG	LA246758	Cambian Properties (Company 05274924) Childcare Limited No.
212.	Summit Street, 2 Summit Street Heywood OL10 4RH	GM914242, GM104826	Cambian Properties (Company 05274924) Childcare Limited No.
213.	18 Cronkeyshaw Road Rochdale OL12 0QR	GM623919, LA33037	Cambian Properties (Company 05274924) Childcare Limited No.
214.	85 Pilsworth Road Heywood OL10 3BH	GM230609	Cambian Properties (Company 05274924) Childcare Limited No.
215.	4 Fletcher Street Warrington WA4 6PY	CH143158	Cambian Properties (Company 05274924) Childcare Limited No.
216.	23 South Parade Runcorn WA7 4HZ	CH234079	Cambian Properties (Company 05274924) Childcare Limited No.
217.	37 Weston Avenue Rochdale OL16 4PW	GM248191	Cambian Properties Limited Childcare
218.	29 Fox Street Heywood OL10 1EJ	GM514362	Cambian Properties Limited Childcare
219.	9 Kingsway North Warrington WA1 3NL	CH340265	Cambian Properties Limited Childcare
220.	The Water Tower, Guildprime Business Centre, Southend Road, Billericay CM11	EX788491	By the Bridge Limited

	2PY		
221.	Suite One, The Hay Barn, Kings Newnham Lane, Bretford, Rugby CV23 0JU	WK468621	By the Bridge Limited
222.	Wrens Oast, Wrens Road, Borden, Sittingbourne ME9 8JE	TT26671	By the Bridge Limited
223.	Office Accommodation At Grove Dairy Farm Buildings Bobbing Hill, Bobbing, Sittingbourne ME9 8NY	K967614	By the Bridge Limited
224.	The Granary And Meadow Barn, Newnham Ground Farm, Kings Newnham Lane, Bretford CV23 0JU	WK464589	By the Bridge Limited
225.	2 Oakwood Square, Cheadle Royal Business Park, Cheadle SK8 3SB.	MAN185414	Cambian Childcare Limited
226.	Waterfront Building, Hammersmith Embankment, Chancellors Road, London (W6 9RU)	BGL112748	Cambian Group PLC
227.	299 Cople Road, Cardington (MK44 3SH)	BD191160	Cambian Childcare Properties Limited
228.	Nuestra Casa, 60 Front Road, Murrow, Wisbech (PE13 4HU)	CB210897	Cambian Childcare Properties Limited
229.	2 Appleton Road, Middlesbrough (TS5 5HS)	CE85735	Cambian Childcare Properties Limited
230.	Land At The Back Of 145 Acklam Road, Middlesbrough (TS5 5HR)	CE89314	Cambian Childcare Properties Limited
231.	Parkwood, Horse Close Lane, Trimdon Colliery, Trimdon Station (TS29 6LS)	DU85049	Cambian Childcare Properties Limited
232.	Blowell House, Fulham Lane, Whitley Bridge (DN14 0JL)	NYK421029	Cambian Childcare Properties Limited
233.	41 Sea View Drive, Scarborough (YO11 3HY)	NYK156242	Cambian Childcare Properties Limited
234.	Fenton Grange, Broad Lane, Church Fenton (LS24 9ST)	NYK196108	Cambian Childcare Properties Limited
235.	103 Upper Normacot Road, Stoke-On-Trent (ST3 4QG)	SF345651	Cambian Childcare Properties Limited
236.	Ashlea, Brookhouse Lane, Stoke-On-Trent (ST2 8ND)	SF381221	Cambian Childcare Properties Limited
237.	Orchard View, Load Lane, Westonzoyland, Bridgwater (TA7 0LW)	ST181925	Cambian Childcare Properties Limited
238.	Carrs Farm, Riverside, Burrowbridge,	ST258095	Cambian Childcare

	Bridgwater (TA7 0RF)		Properties Limited
239.	Mere Bank House, Marton Road, Baschurch, Shrewsbury (SY4 2BT)	SL231742	Cambian Childcare Properties Limited
240.	47 Fort Ann Road, Batley (WF17 6LS)	WYK721921	Cambian Childcare Properties Limited
241.	11 Riverdale Road, Swinefleet, Goole (DN14 8BP)	YEA111148	Cambian Childcare Properties Limited
242.	Apartment 7, The Sycamores, Storthfield Way, Broadmeadows, South Normanton, Alfreton (DE55 3AG)	DY448378	Cambian Healthcare Limited
243.	Sycamore House, 15 Storthfield Way, Broadmeadows, South Normanton, Alfreton (DE55 3AG)	DY448379	Cambian Healthcare Limited
244.	Storthfield House Care Centre, Storth Lane, Broadmeadows, South Normanton, Alfreton (DE55 3AA)	DY448390	Cambian Healthcare Limited
245.	The Limes Care Centre, Main Street, Langwith, Mansfield (NG20 9HD)	DY448411	Cambian Healthcare Limited
246.	Victoria House Care Home, Barton Street, Darlington (DL1 2LN)	DU323087	Cambian Healthcare Limited
247.	Land Adjoining Storthfield House Care Centre, Storth Lane, Broadmeadows, South Normanton, Alfreton (DE55 3AA)	DY451165	Cambian Healthcare Limited
248.	Willow Lodge, Fitton End Road, Gorefield, Wisbech (PE13 4NQ)	CB372266	Cambian Healthcare Limited
249.	Land At Willow Lodge, Fitton End Road, Gorefield, Wisbech (PE13 4NQ)	CB372267	Cambian Healthcare Limited
250.	Appletree Nursing Home, Back Frederick Street North, Meadowfield, Durham (DH7 8NT)	DU336944	Cambian Healthcare Limited
251.	Malbon House, Main Road, Nether Langwith (NG20 9EN)	NT462844	Cambian Healthcare Limited
252.	Teroan House, Main Road, Nether Langwith (NG20 9EN)	NT462846	Cambian Healthcare Limited
253.	Sherwood House, Rufford Colliery Lane, Rainworth, Mansfield	NT462852	Cambian Healthcare Limited
254.	St. Augustine's Nursing Home, Cobridge Road, Stoke-On-Trent (ST1 5JY)	SF560315	Cambian Healthcare Limited
255.	Land Adjoining Teroan House, Main Street, Nether Langwith (NG20 9EN)	NT462856	Cambian Healthcare Limited

256.	121 Trent Valley Road, Stoke-On-Trent (ST4 5HN)	SF585548	Cambian Healthcare Limited
257.	Aspen House, Manvers Road, Mexborough (S64 9EX)	SYK574141	Cambian Healthcare Limited
258.	Aspen Lodge, Manvers Road, Mexborough (S64 9EX)	SYK574139	Cambian Healthcare Limited
259.	Lewin House, Shepherd Lane, Thurnscoe, Rotherham (S63 0JS)	SYK602655	Cambian Healthcare Limited
260.	Pindar Oaks, Upper Sheffield Road, Barnsley (S70 4PX)	SYK605112	Cambian Healthcare Limited
261.	1 Vincent Court, Blackburn (BB2 4LD)	LAN98805	Cambian Healthcare Limited
262.	Sedgley Lodge, Woodcross Street, Bilston (WV14 9RT)	WM962829	Cambian Healthcare Limited
263.	Sedgley House, Woodcross Street, Bilston (WV14 9RT)	WM962839	Cambian Healthcare Limited
264.	12 Woodcross Street, Bilston (WV14 9RT)	WM962848	Cambian Healthcare Limited
265.	20b Turl's Hill Road, Dudley (DY3 1HG)	WM962872	Cambian Healthcare Limited
266.	20a Turl's Hill Road, Dudley (DY3 1HG)	WM962889	Cambian Healthcare Limited
267.	St. Teilo House (the Village), Goshen Street, Rhymney, Tredegar (NP22 5NF)	CYM480231	Cambian Healthcare Limited
268.	Delfryn House, Argoed Hall Lane, Mold (CH7 6SQ)	CYM480288	Cambian Healthcare Limited
269.	The Fountains Care Home, Pleasington Close, Blackburn (BB2 1TU)	LAN98819	Cambian Healthcare Limited
270.	Raglan House, 67-68 Raglan Road, Smethwick (B66 3ND)	MM13387	Cambian Healthcare Limited
271.	The Barn, Potterspurty Lodge, Towcester (NN12 7LL)	NN308427	Cambian Heritage II Limited
272.	Potterspurty Lodge School, Potterspurty Lodge, Towcester (NN12 7LL)	NN331821	Cambian Heritage II Limited
273.	Land Adjoining Potterspurty Lodge, Yardley Gobion	NN18158	Cambian Heritage II Limited
274.	Land Adjoining Potterspurty Lodge School, Potterspurty	NN28018	Cambian Heritage II Limited
275.	Land And Buildings Lying To The North	NN121215	Cambian Heritage II Limited

	Of Roman Road, Potterspury		Limited
276.	Spring Hill School, Palace Road, Ripon (HG4 3HN)	NYK165978	Cambian Heritage II Limited
277.	12 High Street, Brant Broughton (LN5 0SL)	LL315032	Cambian Care Services Limited
278.	Brant Broughton House, High Street, Brant Broughton (LN5 0SL)	LL315033	Cambian Care Services Limited
279.	Elston House, Lodge Lane, Elston, Newark (NG23 5NP)	NT462849	Cambian Care Services Limited
280.	Purbeck View School, Peake House, Valley Road, Corfe Castle, Wareham (BH20 5HU)	DT377389	Cambian Autism Services Limited
281.	The Forum School Milldown View, 25 Williams Way, Blandford Forum (DT11 7YA)	DT377396	Cambian Autism Services Limited
282.	6 St Osmunds Road, Poole (BH14 9JN)	DT377397	Cambian Autism Services Limited
283.	Purbeck View School, Northbrook Road, Swanage (BH19 1PR)	DT377405	Cambian Autism Services Limited
284.	The Forum School Stourview, 23 Williams Way, Blandford Forum (DT11 7YA)	DT377406	Cambian Autism Services Limited
285.	Southwick Park, Gloucester Road, Tewkesbury (GL20 7DG)	GR371216	Cambian Autism Services Limited
286.	Devon Lodge, 23a Grange Road, Hedge End, Southampton (SO30 2FL)	HP756613	Cambian Autism Services Limited
287.	Hill House School, Rope Hill, Boldre, Lymington (SO41 8NE)	HP724151	Cambian Autism Services Limited
288.	The Squirrels, Manor Road, Chilworth, Southampton (SO16 7JE)	HP724119	Cambian Autism Services Limited
289.	Hill House School, Oakhurst Lodge, 137 Lyndhurst Road, Ashurst, Southampton (SO40 7AW)	HP724083	Cambian Autism Services Limited
290.	Forum School, Shillingstone, Blandford Forum (DT11 0QS)	DT377419	Cambian Autism Services Limited
291.	Grateley House School, Stratford Lodge, 4 Park Lane, Salisbury (SP1 3NP)	WT285695	Cambian Asperger Syndrome Services Limited
292.	Southlands School, Vicars Hill, Lymington (SO41 5QB)	HP724102	Cambian Asperger Syndrome Services Limited

293.	30 Milton Road, Bournemouth (BH8 8LP)	DT377407	Cambian Syndrome Limited	Asperger Services
294.	18 Kings Park Road, Bournemouth (BH7 7AE)	DT377400	Cambian Syndrome Limited	Asperger Services
295.	48 Stourcliffe Avenue, Bournemouth (BH6 3PX)	DT377395	Cambian Syndrome Limited	Asperger Services
296.	46 Stourcliffe Avenue, Bournemouth (BH6 3PX)	DT377392	Cambian Syndrome Limited	Asperger Services
297.	14 Southwood Avenue, Bournemouth (BH6 3QA)	DT377388	Cambian Syndrome Limited	Asperger Services
298.	The Wing Centre, 126 Richmond Park Road, Bournemouth (BH8 8TH)	DT377390	Cambian Syndrome Limited	Asperger Services
299.	The Views, 22 Wellington Street, Matlock (DE4 3JP)	DY468394	Cambian Disabilities Limited	Learning
300.	St Paul's Hospital, Boxted Road, Colchester (CO4 5HF)	EX821965	Cambian Disabilities Limited	Learning
301.	Shear Meadow, London Road, Hemel Hempstead (HP1 2RJ)	HD486029	Cambian Disabilities Limited	Learning
302.	Chaseways, 1 Chaseways, Sawbridgeworth (CM21 0AS)	HD486028	Cambian Disabilities Limited	Learning
303.	14a Walkern Road, Stevenage (SG1 3QX)	HD486030	Cambian Disabilities Limited	Learning
304.	Land On The North East Side Of Chaseways, 1 Chaseways, Sawbridgeworth (CM21 0AS)	HD486027	Cambian Disabilities Limited	Learning
305.	The Gables, 262 Ipswich Road, Colchester (CO4 0ER)	EX821972	Cambian Disabilities Limited	Learning
306.	The Brambles, 351 Ipswich Road, Colchester (CO4 0HN)	EX821973	Cambian Disabilities Limited	Learning
307.	Joy Clare, Boxted Road, Mile End, Colchester (CO4 5HF)	EX822471	Cambian Disabilities Limited	Learning
308.	Fairways, 4 Fuller's Field, Swan Lane, Westerfield, Ipswich (IP6 9AX)	SK308930	Cambian Disabilities Limited	Learning
309.	The Fields, Spa Lane, Sheffield (S13 7PG)	SYK589679	Cambian Disabilities Limited	Learning

310.	58 Farm Road, Rainham (RM13 9LG)	EGL545489	Cambian Learning Disabilities Limited
311.	101 West Hendford, Yeovil (BA20 1XN)	WS69659	Cambian Whinfell School Limited
312.	New Elizabethan School, The Village, Hartlebury (DY11 7TE)	WR151936	Cambian Whinfell School Limited
313.	Manor Farm, Lufton, Yeovil (BA22 8SU)	WS29396	Cambian Whinfell School Limited
314.	The White Horse, 10 St Michael's Avenue, Yeovil (BA21 4LB)	WS72148	Cambian Whinfell School Limited
315.	Higher Whipcott Farm, Holcombe Rogus, Wellington (TA21 0NA)	DN483234	Cambian Signpost Limited
316.	Cambian Elms, 162-164 Streetly Road, Erdington, Birmingham (B23 7BD)	MM16494	Cambian Learning Disabilities Midlands Limited
317.	Cambian Cedars, 37 Broadway Avenue, Birmingham (B9 5LY)	MM16541	Cambian Learning Disabilities Midlands Limited
318.	32 Greenhead Road, Huddersfield (HD1 4EZ)	WYK678137	Cambian St Pauls Limited
319.	12 Outwood Lane, Horsforth, Leeds (LS18 4JA)	WYK103322	Isand Limited
320.	The Steading & Well Barn, Catton Road, Walton On Trent, Swandlincote (DE12 8LL)	DY491573	By the Bridge Limited
321.	28 Consett Road, Castleside, Consett (DH8 9QL)	DU265877	Interact Care Limited
322.	4 And 5 Shotley Grove Road, Shotley Bridge (DH8 8SF)	DU272132	Interact Care Limited
323.	Land Adjoining The Lilacs, 28 Consett Road, Castleside	DU275408	Interact Care Limited
324.	Mill House, Shotley Bridge, Consett (DH8 8SE)	DU329790	Interact Care Limited
325.	Derwent Dene Lodge, Shotley Bridge, Consett (DH8 9TE)	ND140136	Interact Care Limited
326.	Brunel House, Crow Lane, Henbury, Bristol (BS10 7DP)	BL123762	Cambian Healthcare Properties Limited
327.	28 Worksop Road, Mastin Moor, Chesterfield (S43 3DN)	DY327851	Cambian Healthcare Properties Limited
328.	Country Park Tavern, Old Coppice Side, Heanor (DE75 7DJ)	DY496742	Cambian Healthcare Properties Limited

UNREGISTERED LAND

	Property	Chargor which is the Tenant	Date of lease and parties if known
1.	Part Fourth Floor, Waterfront Building, Hammersmith Embankment Office Park, Hammersmith	Cambian Healthcare Limited (guaranteed by Cambian Holdings Limited)	8 August 2008
2.	Blackaller, Hemyock, Cullompton	Cambian Signpost Limited	20 March 2012
3.	Kimberley, Wentedge Road, Kirk Smeaton, Pontefract	Cambian Signpost Limited	10 May 2013
4.	45 Portland Road, Edgbaston, Birmingham	Cambian Healthcare Limited	21 January 2014
5.	Upstairs office lease, Henshaw Works, Henshaw Lane, Yeadon a. Upstairs office lease b. Woodleigh Store lease c. Unit 4 - Training Room Lease d. Downstairs lease	Isand Limited	a. 10 May 2012 b. 10 May 2012 c. 3 October 2012 d. 17 October 2014
6.	Oastler House, 63 Green Hill Lane, Wortley, Leeds LS12 4EZ	Cambian Childcare Limited	19 November 2010 (1) Charles Joseph Curtin and Sheila Bernadette Curtin (2) Total Care Alliance Limited
7.	89 Tinshill Road Leeds LS16 7DN	Cambian Childcare Limited	21 March 2011 (1) Keith Willis and (2) Total Care Alliance Limited
8.	Hanter House, Walton, Presteigne LD8 2PP	Cambian Childcare Limited	1 November 2012 (1) Cynthia Laura Parker & Evan Pudge Jones (2) Advanced Childcare Ltd
9.	Burfa House, Evenjobb, Presteigne, Powys	Cambian Childcare Limited	4 March 2011 (1) Ruth Jones (2) Clifford House Ltd
10.	18 Wyre Close Paignton Devon TQ4 7RU	Cambian Childcare Limited	19 November 2012 (1) Darren Pietro Cosway & Julie

	Property	Chargor which is the Tenant	Date of lease and parties if known
			Marion Cosway (2) Advanced Childcare Ltd
11.	6 Hillesdon Road Torquary Devon TQ1 1QQ	Cambian Childcare Limited	12 September 2012 (1) Sean Christopher McCarthy & Anthony James McCarthy (2) Advanced Childcare Ltd
12.	Blaxton Farmhouse Plymouth Devon PL5 4LH	Cambian Childcare Limited	17 January 2013 (1) Massey John Lopes (2) Advanced Childcare Limited
13.	Rose House (Willows) Stockwell Gate East Holbeach Spalding Lincs PE12 8AU	Cambian Childcare Limited	Unknown
14.	Whitewebbs, Molehill Green Takeley Essex CM22 6PQ	Cambian Childcare Limited	6 December 2012 (1) Stansted Airport (2) Advanced Childcare Ltd
15.	The Conifers, Molehill Green Takeley Nr Stanstead Essex CM22 6PH	Cambian Childcare Limited	6 December 2012 (1) Stansted Airport (2) Advanced Childcare Ltd
16.	Horsham Farmhouse, Tamerton Foliot Plymouth Devon PL5 4LH	Cambian Childcare Limited	17 January 2013 (1) The Honourable Massey John Lopes (2) Advanced Childcare Ltd
17.	Harvest Barn, Stantor Lane Marldon Paignton Devon TQ3 1SU	Cambian Childcare Limited	19 October 2012 (1) Frank Palk (2) Advanced Childcare Ltd
18.	53 Woodmere Way Kingsteignton TQ12 3SW	Cambian Childcare Limited	19 November 2012 (1) Darren Pietro Cosway & Julie Marion Cosway (2) Advanced Childcare Ltd
19.	7 Orchid Vale, Kingsteignton TQ12 3YS	Cambian Childcare Limited	19 November 2012 (1) Darren Pietro Cosway & Julie Marion Cosway (2) Advanced Childcare Ltd
20.	12 Further Heights Road Rochdale OL12 6HN	Cambian Childcare Limited	4 December 2012 (1) North Manchester Property

	Property	Chargor which is the Tenant	Date of lease and parties if known
			Company Ltd (2) Advanced Childcare Ltd
21.	32 Gloucester Avenue Heywood OL10 2PY	Cambian Childcare Limited	7 August 2012 (1) Zafer Mahmood (2) Advanced Childcare Ltd
22.	40 Pool Bank Street Rhodes Middleton M24 4RN	Cambian Childcare Limited	4 December 2012 (1) Sixth Property Company Ltd (2) Advanced Childcare Ltd
23.	22 Abbey Close Croft Warrington WA3 7EQ	Cambian Childcare Limited	2 January 2012 (1) Statham House Ltd (2) Advanced Childcare Ltd
24.	The Gables, Main lane Kenyon Culcheth WA3 4AZ	Cambian Childcare Limited	6 December 2012 (1) Lynne Gaynor Mills & Gail Lesley Richardson (2) Advanced Childcare Ltd
25.	21 Willoughby Close Old Hall Warrington WA5 9QP	Cambian Childcare Limited	20 November 2013 (1) Timothy Rooney & Janet Rooney (2) Advanced Childcare Ltd
26.	12 Lunts Heath Road Widnes WA8 5RY	Cambian Childcare Limited	6 September 2012 (1) Ian James Ringwood (2) Advanced Childcare Ltd
27.	20 Meadow Road, Middleton M24 1WH	Cambian Childcare Limited	20 September 2012 (1) Gavin Stirrup (2) Advanced Childcare Ltd
28.	Flat below 6 Hillesdon Road, Torquay Devon TQ1 1QQ	Cambian Childcare Limited	12 September 2012 (1) Sean Christopher McCarthy & Anthony James McCarthy (2) Advanced Childcare Ltd
29.	The Cottage behind 6 Hillesdon Road, Torquay Devon TQ1 1QQ	Cambian Childcare Limited	12 September 2012 (1) Sean Christopher McCarthy & Anthony James McCarthy (2) Advanced Childcare Ltd
30.	Pear Tree, 41 Broad Road Braintree Essex	Cambian Childcare Limited	22 November 2012 (1) Mark Paul Brand (2) Advanced

	Property	Chargor which is the Tenant	Date of lease and parties if known
	CM7 9RU		Childcare Ltd
31.	28 Rydal Avenue Warrington WA4 6AU	Cambian Childcare Limited	12 October 2012 (1) Jaqeline Allen & John Robert Emson (2) Advanced Childcare Ltd
32.	Mill Park House Middle Pill Saltash Cornwall PL12 6LQ	Cambian Childcare Limited	24 August 2012 (1) Michael Francis Cherrington & Yvonne Lee Cherrington (2) Advanced Childcare Ltd
33.	Walnut Tree, Avenue Farm Renhold Road Wilden Bedford MK44 2PY	Cambian Childcare Limited	7 November 2012 (1) Robert Jeffries Harrison, Jane Elizabeth Harrison and Doris Emma Harrison (2) Advanced Childcare Limited (3) Richard Jeffries Harrison
34.	Lappinsfield, Chilthorne Hill Chilthorne Dormer Yeovil Somerset BA22 8QY	Cambian Childcare Limited	20 August 2012 (1) Joanna Jane Fuller (2) Advanced Childcare Ltd
35.	Broadfields, Gassons Lane Somerton Somerset TA11 7PD	Cambian Childcare Limited	20 November 2012 (1) Donald McGhie Linton & Diane Yvonne Linton (2) Advanced Childcare Ltd
36.	Writh Alweston, Sherborne Dorset DT9 5JQ	Cambian Childcare Limited	7 September 2012 (1) Pauline Elizabeth Jane Jameson (2) Advanced Childcare Ltd
37.	Church Rise, The Van Bede House 3 Wordsworth Street Gateshead NE8 3HE	Cambian Childcare Limited	21 November 2013 (1) The Diocese of Durham Board of Finance (2) Advanced Childcare Ltd
38.	Carleon, Wethersfield Road Finchingfield Braintree Essex CM7 4NR	Cambian Childcare Limited	16 November 2012 (1) Julia Turner and others (2) Advanced Childcare Ltd
39.	Sandy Bay, 63 Manor Road Paignton Devon TQ3 2HZ	Cambian Childcare Limited	21 November 2012 (1) Paul Butchers (2) Advanced Childcare Ltd
40.	Algerdene, 76 High Street Swinefleet Nr Goole East	Cambian Childcare Limited	21 September 2012 (1) Alan Leslie Reed (2) Advanced

	Property	Chargor which is the Tenant	Date of lease and parties if known
	Yorkshire DN14 8AH		Childcare Ltd
41.	22 Durham Road West Bowburn Durham DH6 5AU	Cambian Limited	Childcare 22 November 2012 (1) David Abrahams (2) Advanced Childcare Ltd
42.	Meadow Rise, 2 Dunston Road Hartlepool TS26 0EN	Cambian Limited	Childcare 27 September 2012 (1) Tariq Azad & Jaskiran Azad (2) Advanced Childcare Ltd
43.	Shaptor Farm, Bovey Tracey Devon TQ13 9LY	Cambian Limited	Childcare 20 August 2012 (1) Robert P Taylor & Elizabeth A Saunders-Dundas (2) Advanced Childcare Ltd
44.	Palm Lodge, 10 Deborough Road Plymouth Devon PL4 9PL	Cambian Limited	Childcare 12 November 2012 (1) Richard Charles Coe (2) Advanced Childcare Ltd
45.	48 Bruce Avenue Middlesborough TS5 4HL	Cambian Limited	Childcare 9 November 2012 (1) Bernadette Lecointe (2) Advanced Childcare Ltd
46.	Linden House, Station Road Leamside Durham DH4 6SE	Cambian Limited	Childcare 8 February 2013 (1) Eugene Antoine Aubrey Browne (2) Advanced Childcare Ltd
47.	3 Elmwood Avenue Huddersfield HD1 5DA	Cambian Limited	Childcare 22 November 2012 (1) Amreek Singh & Veena Kauh Singh (2) Advanced Childcare Ltd
48.	Beverley School, Units 19 & 20 Priory Road Beverley East Yorkshire HU17 0EW	Cambian Limited	Childcare 9 September 2009 The Humber (1) Trustee Company Ltd & The Hotham Trustee Company Ltd (2) Farrow House Ltd
49.	Hartlepool School, Unit E Sovereign Park Brenda Road Hartlepool TS25 1NN	Cambian Limited	Childcare 12 December 2011 (1) Spencer Holdings Ltd (2) Continuum Care & Education Group Ltd
50.	Wisbech School, The Old Sessions House Somers Road Wisbech Cambridgeshire PE13	Cambian Limited	Childcare 8 January 2010 (1) The Trustees of Wiffen Self-Administered Pension Scheme (2)

	Property	Chargor which is the Tenant	Date of lease and parties if known
	1JF		Green Corns Ltd
51.	Scarborough School Unit 11 Plaxton Park Industrial Estate Cayton Low Road Scarborough YO11 3BQ	Cambian Childcare Limited	30 July 2010 (1) Plaxton Park Industrial Estate Ltd (2) Green Corns Ltd (3) Continuum Care & Education Group Ltd
52.	Leicester School, 10-12 Victoria Road North Leicester LE4 5EX	Cambian Childcare Limited	3 August 2011 (1) Promila Chahal & Dr Ranvar Anand Chahal (2) Green Corns Ltd
53.	Unit 3 Anglia Way Wisbech Cambridgeshire PE13 2TY	Cambian Childcare Limited	20 July 2011 (1) Hallmark Estates (Wisbech) Ltd (2) Green Corns Ltd
54.	261 Windsor Avenue, Gateshead Tyne and Wear NE8 4PA	Cambian Childcare Limited	15 March 2012 (1) Paul Henderson (2) Herts Care (Escort and Supervision) Services Ltd
55.	Quarry Bungalow, Hemlington Road, Cleveland, Middlesbrough, TS8 9AJ	Cambian Childcare Limited	08 February 2013 (1) Lee Jonathan Rowney (2) Advanced Childcare Ltd
56.	26 Pentyre Terrace Plymouth	Cambian Childcare Limited	01 October 2013 (1) Elizabeth Jarvis (2) Advanced Childcare Ltd
57.	27 Cranbourne Avenue Plymouth	Cambian Childcare Limited	20 September 2013 (1) Paul David Mason and Julie Ann Mason (2) Advanced Childcare Ltd
58.	Former Police Station, Shuttle Street, Tyldesley Manchester M29 8BS	Cambian Childcare Limited	14 August 2013 (1) Crystal 2 Limited (2) Advanced Childcare Ltd
59.	1 Stuart Road	Cambian Childcare Limited	24 December 2013 (1) Rizwan Khan and Habib Ahmed (2) Advanced Childcare Limited
60.	60 Holden Fold Lane, Royton, Oldham OL2 5BY	Cambian Childcare Limited	21 January 2013 (1) Christine Ann-Marie Wilson (2) Advanced Childcare Limited

	Property	Chargor which is the Tenant	Date of lease and parties if known
61.	Unit 2 and Unit 4 Oaks Business Park Shepherd's Lane Bicton Heath Shrewsbury	Cambian Childcare Limited	2 April 2014 (1) James David Clarke (2) Advanced Childcare Limited
62.	5 Oaks Business Park Shepherd's Lane Bicton Heath Shrewsbury	Cambian Childcare Limited	2 April 2014 (1) James David Clarke (2) Advanced Childcare Limited
63.	Thornfield Court Bruntcliffe Road Morley Leeds West Yorkshire	Cambian Childcare Limited	5 October 2013 (1) Terence Michael Hanby (1) Advanced Childcare Limited
64.	53a Lyndene Road Northenden Manchester M22 4QA	Cambian Childcare Limited	19 September 2013 (1) The Council of the City of Manchester (2) Advanced Childcare Limited
65.	Nutwood Cottage Wormley West End Broxbourne EN10 7QN	Cambian Childcare Limited	17 December 2012 (1) Stephen John Patrick Mann and Georgina Lynne Armstrong (2) Advanced Childcare Limited
66.	Kirkstall House, 89 Tinshill Road, Leeds LS16 7DN	Cambian Childcare Limited	Unknown
67.	Brook House, Brook House, 18 Brook Road, Fallowfield, Manchester M14 6US	Cambian Childcare Limited	27 March 2012 (1) Ibrahim Ali Ghalib Hussen Baban (2) Hussen Ali Ghalib Baban (3) Alharith Ali Ghalib Hussein Baban (4) Shakiba Mohammed Suleman Al-Katib (5) Advanced Childcare Limited
68.	Lower Park House, 22 Lower Park Road, Manchester M14 5QY	Cambian Childcare Limited	19 January 2015 (1) Habib Ahmed (2) Cambian Childcare Limited
69.	Grange House, 7 Botteville Road, Acocks Green, Birmingham B27 7YE	Cambian Childcare Limited	30 April 2010 (1) Mohammed Ershadul Hassan Ludhi (2) Advanced Childcare Limited
70.	Hay Park 2 Hay Park, Edgbaston, Birmingham B5 7LT	Cambian Childcare Limited	10 September 2010 (1) Saroj Prasad (2) Advanced Childcare Limited

	Property	Chargor which is the Tenant	Date of lease and parties if known
71.	Merridale House, 2 Merridale Street West, Wolverhampton WV3 0RU	Cambian Childcare Limited	Unknown
72.	The Wergs, Danescourt Road, Tettenhall WV6 9BH	Cambian Childcare Limited	15 December 2009 (1) Wolverhampton City Council (2) Advanced Childcare Limited
73.	Goodfellows Cottage, Tilty Great Dunmow, Essex CM6 2HP	Cambian Childcare Limited	08 August 2013 (1) Stanstead Airport Limited (2) Advanced Childcare Limited
74.	Tudor Cottage, Dutton Hill, Great Dunmow, Essex CM6 2DZ	Cambian Childcare Limited	08 August 2013 (1) Stanstead Airport Limited (2) Advanced Childcare Limited
75.	SACCS Walnut Tree School Walnut Tree Lodge School Avenue Farm, Renhold Road, Wilden, Bedford MK44 2PY	Cambian Childcare Limited	Unknown
76.	CH Regional office, Unit 4, Burnside Court, Brunel Road, Leominster Enterprise Park, Leominster HR6 0LX	Cambian Childcare Limited	02 November 2011 (1) PRH Holdings Limited (2) Advanced Childcare Limited
77.	West Midlands Regional Office 109 Burnham Road, Great Barr, Birmingham B44 8HX	Cambian Childcare Limited	20 December 2007 (1) Patricia Margaret Boden (2) Advanced Childcare Limited
78.	Unit 3 The Oaks Shepherds Lane Bicton Shresbury SY3 8BT	Cambian Childcare Limited	17 June 2014 (1) James David Clarke and (2) Cambian Childcare Limited
79.	Office 2 The Smithy Crewe Hall Farm Buildings Crewe	Cambian Childcare Limited	8 July 2014 (1) the Queen's Most Excellent Majesty (2) Cambian Childcare Limited and (3) Cambian Holdings Limited
80.	Park Hill House, 1 Shore Fold Littleborough OL15 8HA	Cambian Childcare Limited	15 October 2014 (1) George Barrie Heyworth & Joan Heyworth (2) Cambian Childcare Ltd

	Property	Chargor which is the Tenant	Date of lease and parties if known
81.	8 Longbow Close	Cambian Childcare Limited	24 October 2014 (1) Salopian Enterprises Limited (2) Cambian Childcare Limited
82.	Devon School (Buckfastleigh), Oaklands Road, Buckfastleigh, Devon, TQ11 0BW	Cambian Childcare Limited (formerly Advanced Childcare Limited)	Unknown
83.	Beech Court, 122 Hollin Lane Styal Cheshire SK9 4LD	By The Bridge Limited	17 March 2011 (1) By The Bridge Limited (2) Robert Hankinson and Christina Hankinson
84.	Premises at Ledger House, Forest Green Road, Fifield, Maidenhead, Berkshire SL6 2NR	By The Bridge Limited	11 September 2013 (1) By The Bridge Limited (2) Helacol Limited

Part 2: Charged Securities

Name of company in which shares are held	Chargor	Class of share held	Number of shares held	Issued share capital
Cambian Group Holdings I Limited	Cambian Group plc	Ordinary	2,600,001	£2,600,001
Cambian Group Holdings II Limited	Cambian Group plc	Ordinary	1	£1
Cambian Properties (UK) Limited	Cambian Education Services Limited	Ordinary	33,801,554	£33,801,554
Cambian Healthcare Limited	Cambian Group I Holdings Limited	Ordinary	49,889,707	£49,889,707
Cambian Healthcare Properties Limited	Cambian Healthcare Limited	Ordinary	9,037,455	£9,037,455
Cambian Education Services Limited	Cambian Group I Holdings Limited	Ordinary	84,363,385	£84,363,385
Cambian FS Limited	Cambian Group I Holdings Limited	Ordinary	1	£1
Cambian Heritage I Limited	Cambian Properties (UK) Limited	Ordinary	4,637,138	£4,637,138
Cambian Heritage II Limited	Cambian Heritage I Limited	Ordinary	93,002	£4,650,100
Cambian Care Services Limited	Cambian Education Services Limited	Ordinary	2	£2
Cambian Autism Services Limited	Cambian Education Services Limited	Ordinary	2	£2

Name of company in which shares are held	Chargor	Class of share held	Number of shares held	Issued share capital
Cambian Asperger Syndrome Services Limited	Cambian Education Services Limited	Ordinary	2	£2
Care Aspirations Developments Limited	Cambian Group Holdings Limited	Ordinary	112,189,081	£112,189,081
Island Limited	Care Aspirations Developments Limited	Ordinary	10,000	£100
Caireach Limited	Care Aspirations Developments Limited	Ordinary	10,000	£100
Short Ground Limited	Care Aspirations Developments Limited	Ordinary	10,000	£100
Island(Domiciliary Care) Limited	Care Aspirations Developments Limited	Ordinary	10,000	£100
Relativeto Limited	Care Aspirations Developments Limited	Ordinary	10,000	£100
Everycorner Limited	Care Aspirations Developments Limited	Ordinary	10,000	£100
Care Aspirations Properties Limited	Cambian Learning Disabilities Limited	Ordinary	67,327,228	£67,327,228
Cambian Learning Disabilities Limited	Care Aspirations Developments Limited	Ordinary	67,327,328	£67,327,328
Cambian Learning Disabilities Services Limited	Care Aspirations Developments Limited	Ordinary	3,585,096	£3,585,096

Name of company in which shares are held	Chargor	Class of share held	Number of shares held	Issued share capital
Cambian Whinfall School Limited	Cambian Education Services Limited	Ordinary	100	£100
Cambian Signpost Limited	Cambian Group Holdings Limited	Ordinary	105,000	£10,500
Cambian Learning Disabilities Midlands Limited	Care Aspirations Developments Limited	Ordinary	100,000	£100,000
Cambian St Paul's Limited	Care Aspirations Properties Limited	Ordinary	18,425,502	£9,212,751
Cambian Signpost Care Services Limited	Care Aspirations Holdings Limited	Ordinary	1	£1
Advanced Childcare Services Limited	Cambian Group Holdings Limited	Ordinary	78,794,180	£78,794,180
Cambian Childcare Properties Limited	Advanced Childcare Services Limited	Ordinary	638,717	£6,387.17
Cambian Childcare Limited	Advanced Childcare Services Limited	Ordinary	52,160	£52,160
Continuum Care and Education Group Limited	Cambian Childcare Properties Limited	Ordinary	190,010	£19,001
Clifford House Limited	Cambian Childcare Properties Limited	Ordinary	100	£100
SACCS Limited	Cambian Childcare Properties Limited	Ordinary	100	£100
Independent Childcare Group of Schools Limited	Cambian Childcare Properties Limited	Ordinary	930	£930

Name of company in which shares are held	Chargor	Class of share held	Number of shares held	Issued share capital
Cambian Ansel Limited	Cambian Healthcare Limited	Ordinary	2,525,001	£2,525,001
Interact Care Limited	Cambian Childcare Limited	Ordinary	9999	£10
Cambian Ansel Socialcare Limited	Cambian Holdings Limited	Ordinary	1	£1
By the Bridge Management Company Limited	Cambian FS Limited	Ordinary	12,377,613	£123.77
By the Bridge Holdings Limited	Cambian FS Limited	Ordinary	958432	£958.432
By the Bridge Limited	By the Bridge Holdings Limited	'A' Ordinary Shares	3	£3
		'B' Ordinary Shares	19	£19
		'C' Ordinary Shares	15	£15
By the Bridge North West Limited	By the Bridge Holdings Limited	Ordinary	100	£100
Cambian Ansel Healthcare Limited	Cambian Ansel Limited	Ordinary	1	£1

Part 3: Collection Accounts

	Account Holder	Account Number and sort code	Account Bank	Account bank branch address
1.	Cambian Learning Disabilities Limited	23-83-98 [REDACTED]	AIB Group (UK) p.l.c	Hampstead Branch, Allied Irish Bank (GB), 202 Finchley Road, Hampstead, London NW3 6BX
2.	Cambian Learning Disabilities Limited	23-83-98 [REDACTED]	AIB Group (UK) p.l.c	Hampstead Branch, Allied Irish Bank (GB), 202 Finchley Road, Hampstead, London NW3 6BX
3.	Cambian Learning Disabilities Limited	23-83-98 [REDACTED]	AIB Group (UK) p.l.c	Hampstead Branch, Allied Irish Bank (GB), 202 Finchley Road, Hampstead, London NW3 6BX
4.	Cambian Learning Disabilities Limited	23-83-98 [REDACTED]	AIB Group (UK) p.l.c	Hampstead Branch, Allied Irish Bank (GB), 202 Finchley Road, Hampstead, London NW3 6BX
5.	Cambian Learning Disabilities Limited	23-92-87 [REDACTED]	AIB Group (UK) p.l.c	Allied Irish Bank (GB), Central Deposits, Ealing Cross, 85 Uxbridge Road, London W5 5TH
6.	Cambian Learning Disabilities Limited	23-83-98 [REDACTED]	AIB Group (UK) p.l.c	Hampstead Branch, Allied Irish Bank (GB), 202 Finchley Road, Hampstead, London NW3 6BX
7.	Cambian Learning Disabilities Limited	23-83-98 [REDACTED]	AIB Group (UK) p.l.c	Hampstead Branch, Allied Irish Bank (GB), 202 Finchley Road, Hampstead, London NW3 6BX
8.	Cambian Learning Disabilities Limited	23-83-98 [REDACTED]	AIB Group (UK) p.l.c	Hampstead Branch, Allied Irish Bank (GB), 202 Finchley Road, Hampstead, London NW3 6BX
9.	Cambian Learning Disabilities Limited	23-83-98 [REDACTED]	AIB Group (UK) p.l.c	Hampstead Branch, Allied Irish Bank (GB), 202 Finchley Road, Hampstead, London NW3 6BX
10.	Cambian Learning Disabilities Limited	23-83-98 [REDACTED]	AIB Group (UK) p.l.c	Hampstead Branch, Allied Irish Bank (GB), 202 Finchley Road, Hampstead, London NW3 6BX
11.	Cambian Learning Disabilities Limited	23-83-98 [REDACTED]	AIB Group (UK) p.l.c	Hampstead Branch, Allied Irish Bank (GB), 202 Finchley Road, Hampstead, London NW3 6BX
12.	Cambian Learning Disabilities Limited	23-83-98 [REDACTED]	AIB Group (UK) p.l.c	Hampstead Branch, Allied Irish Bank (GB), 202 Finchley Road, Hampstead, London NW3 6BX
13.	Cambian Learning Disabilities Limited	23-83-98 [REDACTED]	AIB Group (UK) p.l.c	Hampstead Branch, Allied Irish Bank (GB), 202 Finchley Road, Hampstead, London NW3 6BX
14.	Cambian Learning Disabilities Limited	23-83-98 [REDACTED]	AIB Group (UK) p.l.c	Hampstead Branch, Allied Irish Bank (GB), 202 Finchley Road, Hampstead, London NW3 6BX
15.	Cambian Learning Disabilities Limited	23-83-98 [REDACTED]	AIB Group (UK) p.l.c	Hampstead Branch, Allied Irish Bank (GB), 202 Finchley Road, Hampstead, London NW3 6BX

	Account Holder	Account Number and sort code	Account Bank	Account bank branch address
16.	Cambian Learning Disabilities Limited	23-83-98 [REDACTED]	AIB Group (UK) p.l.c	Hampstead Branch, Allied Irish Bank (GB), 202 Finchley Road, Hampstead, London NW3 6BX
17.	Cambian Learning Disabilities Limited	23-83-98 [REDACTED]	AIB Group (UK) p.l.c	Hampstead Branch, Allied Irish Bank (GB), 202 Finchley Road, Hampstead, London NW3 6BX
18.	Cambian Learning Disabilities Limited	23-83-98 [REDACTED]	AIB Group (UK) p.l.c	Hampstead Branch, Allied Irish Bank (GB), 202 Finchley Road, Hampstead, London NW3 6BX
19.	Cambian Learning Disabilities Limited	23-83-98 [REDACTED]	AIB Group (UK) p.l.c	Hampstead Branch, Allied Irish Bank (GB), 202 Finchley Road, Hampstead, London NW3 6BX
20.	Cambian Learning Disabilities Limited	23-83-98 [REDACTED]	AIB Group (UK) p.l.c	Hampstead Branch, Allied Irish Bank (GB), 202 Finchley Road, Hampstead, London NW3 6BX
21.	Cambian Learning Disabilities Limited	23-83-98 [REDACTED]	AIB Group (UK) p.l.c	Hampstead Branch, Allied Irish Bank (GB), 202 Finchley Road, Hampstead, London NW3 6BX
22.	Cambian Learning Disabilities Limited	23-83-98 [REDACTED]	AIB Group (UK) p.l.c	Hampstead Branch, Allied Irish Bank (GB), 202 Finchley Road, Hampstead, London NW3 6BX
23.	Cambian Learning Disabilities Limited	23-83-98 [REDACTED]	AIB Group (UK) p.l.c	Hampstead Branch, Allied Irish Bank (GB), 202 Finchley Road, Hampstead, London NW3 6BX
24.	Cambian Learning Disabilities Limited	23-83-98 [REDACTED]	AIB Group (UK) p.l.c	Hampstead Branch, Allied Irish Bank (GB), 202 Finchley Road, Hampstead, London NW3 6BX
25.	Cambian Learning Disabilities Limited	23-83-98 [REDACTED]	AIB Group (UK) p.l.c	Hampstead Branch, Allied Irish Bank (GB), 202 Finchley Road, Hampstead, London NW3 6BX
26.	Cambian Learning Disabilities Limited	23-83-98 [REDACTED]	AIB Group (UK) p.l.c	Hampstead Branch, Allied Irish Bank (GB), 202 Finchley Road, Hampstead, London NW3 6BX
27.	Cambian Signpost Limited	23-83-98 [REDACTED]	AIB Group (UK) p.l.c	Hampstead Branch, Allied Irish Bank (GB), 202 Finchley Road, Hampstead, London NW3 6BX
28.	Cambian Signpost Limited	23-83-98 [REDACTED]	AIB Group (UK) p.l.c	Hampstead Branch, Allied Irish Bank (GB), 202 Finchley Road, Hampstead, London NW3 6BX
29.	Cambian Signpost Limited	23-83-98 [REDACTED]	AIB Group (UK) p.l.c	Hampstead Branch, Allied Irish Bank (GB), 202 Finchley Road, Hampstead, London NW3 6BX
30.	Cambian Signpost Limited	23-83-98 [REDACTED]	AIB Group (UK) p.l.c	Hampstead Branch, Allied Irish Bank (GB), 202 Finchley Road, Hampstead, London NW3 6BX
31.	Cambian Signpost Limited	23-83-98 [REDACTED]	AIB Group (UK) p.l.c	Hampstead Branch, Allied Irish Bank (GB), 202 Finchley Road, Hampstead, London NW3 6BX

	Account Holder	Account Number and sort code	Account Bank	Account bank branch address
32.	Cambian Signpost Limited	23-83-98 [REDACTED]	AIB Group (UK) p.l.c	Hampstead Branch, Allied Irish Bank (GB), 202 Finchley Road, Hampstead, London NW3 6BX
33.	Cambian St Paul's Limited	23-83-98 [REDACTED]	AIB Group (UK) p.l.c	Hampstead Branch, Allied Irish Bank (GB), 202 Finchley Road, Hampstead, London NW3 6BX
34.	Advanced Childcare Services Limited	20-00-00 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
35.	Cambian Childcare Limited	20-00-00 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
36.	Cambian Childcare Properties Limited	20-00-00 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
37.	By the Bridge Holdings Limited	20-00-00 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
38.	By the Bridge Limited	20-00-00 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
39.	By the Bridge Limited	20-00-00 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
40.	By the Bridge Limited	20-00-00 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
41.	By the Bridge Limited	20-00-00 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
42.	By the Bridge Limited	20-00-00 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
43.	By the Bridge Limited	20-00-00 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
44.	By the Bridge Limited	20-00-00 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
45.	By the Bridge Limited	20-00-00 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
46.	By the Bridge North West Limited	20-00-00 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
47.	By the Bridge North West Limited	20-00-00 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
48.	Cambian FS Limited	20-00-00 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
49.	Cambian Ansel Limited	20-65-82 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
50.	Cambian Ansel Limited	20-00-00 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
51.	Cambian Ansel Limited	20-65-82 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
52.	Cambian Ansel Limited	20-65-82 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
53.	Cambian Asperger Syndrome Services Limited	20-76-89 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP

	Account Holder	Account Number and sort code	Account Bank	Account bank branch address
54.	Cambian Asperger Syndrome Services Limited	20-00-00 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
55.	Cambian Autism Services Limited	20-76-92 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
56.	Cambian Autism Services Limited	20-76-92 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
57.	Cambian Autism Services Limited	20-76-92 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
58.	Cambian Autism Services Limited	20-76-92 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
59.	Cambian Autism Services Limited	20-76-89 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
60.	Cambian Autism Services Limited	20-76-89 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
61.	Cambian Autism Services Limited	20-00-00 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
62.	Cambian Care Services Limited	20-76-92 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
63.	Cambian Care Services Limited	20-76-89 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
64.	Cambian Care Services Limited	20-00-00 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
65.	Cambian Education Services Limited	20-19-95 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
66.	Cambian Education Services Limited	20-19-95 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
67.	Cambian Education Services Limited	20-19-95 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
68.	Cambian Education Services Limited	20-19-95 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
69.	Cambian Education Services Limited	20-19-95 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
70.	Cambian Education Services Limited	20-19-95 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
71.	Cambian Education Services Limited	20-19-95 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
72.	Cambian Education Services Limited	20-00-00 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
73.	Cambian Education Services Limited	20-19-95 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
74.	Cambian Education Services Limited	20-19-95 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
75.	Cambian Education Services Limited	20-19-95 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
76.	Cambian Education Services Limited	20-19-95 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP

	Account Holder	Account Number and sort code	Account Bank	Account bank branch address
77.	Cambian Group Holdings I Limited	20-00-00 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
78.	Cambian Group Holdings II Limited	20-00-00 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
79.	Cambian Group PLC	20-00-00 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
80.	Cambian Healthcare Limited	20-19-95 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
81.	Cambian Healthcare Limited	20-19-95 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
82.	Cambian Healthcare Limited	20-19-95 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
83.	Cambian Healthcare Limited	20-19-95 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
84.	Cambian Healthcare Limited	20-19-95 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
85.	Cambian Healthcare Limited	20-19-95 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
86.	Cambian Healthcare Limited	20-19-95 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
87.	Cambian Healthcare Limited	20-19-95 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
88.	Cambian Healthcare Limited	20-19-95 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
89.	Cambian Healthcare Limited	20-19-95 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
90.	Cambian Healthcare Limited	20-19-95 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
91.	Cambian Healthcare Limited	20-19-95 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
92.	Cambian Healthcare Limited	20-19-95 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
93.	Cambian Healthcare Limited	20-19-95 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
94.	Cambian Healthcare Limited	20-19-95 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
95.	Cambian Healthcare Limited	20-19-95 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
96.	Cambian Healthcare Limited	20-19-95 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
97.	Cambian Healthcare Limited	20-19-95 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
98.	Cambian Healthcare Limited	20-19-95 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
99.	Cambian Healthcare Limited	20-19-95 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP

	Account Holder	Account Number and sort code	Account Bank	Account bank branch address
100.	Cambian Healthcare Limited	20-19-95 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
101.	Cambian Healthcare Limited	20-19-95 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
102.	Cambian Healthcare Limited	20-19-95 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
103.	Cambian Healthcare Limited	20-19-95 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
104.	Cambian Healthcare Limited	20-19-95 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
105.	Cambian Healthcare Limited	20-19-95 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
106.	Cambian Healthcare Limited	20-19-95 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
107.	Cambian Healthcare Limited	20-19-95 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
108.	Cambian Healthcare Limited	20-00-00 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
109.	Cambian Healthcare Limited	20-19-95 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
110.	Cambian Heritage I Limited	20-00-00 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
111.	Cambian Heritage II Limited	20-00-00 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
112.	Cambian Heritage II Limited	20-76-89 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
113.	Cambian Heritage II Limited	20-76-89 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
114.	Cambian Learning Disabilities Limited	20-00-00 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
115.	Cambian Learning Disabilities Midlands Limited	20-55-62 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
116.	Cambian Learning Disabilities Midlands Limited	20-55-62 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
117.	Cambian Learning Disabilities Midlands Limited	20-55-62 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
118.	Cambian Learning Disabilities Midlands Limited	20-55-62 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
119.	Cambian Learning Disabilities Midlands Limited	20-55-62 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
120.	Cambian Learning Disabilities Midlands Limited	20-55-62 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP

	Account Holder	Account Number and sort code	Account Bank	Account bank branch address
121.	Cambian Learning Disabilities Midlands Limited	20-55-62 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
122.	Cambian Learning Disabilities Midlands Limited	20-55-62 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
123.	Cambian Learning Disabilities Midlands Limited	20-55-62 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
124.	Cambian Learning Disabilities Midlands Limited	20-55-62 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
125.	Cambian Learning Disabilities Midlands Limited	20-55-62 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
126.	Cambian Learning Disabilities Midlands Limited	20-55-62 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
127.	Cambian Learning Disabilities Midlands Limited	20-55-62 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
128.	Cambian Learning Disabilities Midlands Limited	20-55-62 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
129.	Cambian Learning Disabilities Midlands Limited	20-55-62 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
130.	Cambian Learning Disabilities Midlands Limited	20-55-62 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
131.	Cambian Learning Disabilities Midlands Limited	20-55-62 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
132.	Cambian Learning Disabilities Midlands Limited	20-55-62 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
133.	Cambian Learning Disabilities Midlands Limited	20-55-62 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
134.	Cambian Learning Disabilities Midlands Limited	20-00-00 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
135.	Cambian Learning Disabilities Midlands Limited	20-55-62 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
136.	Cambian Learning Disabilities Midlands Limited	20-55-62 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP

	Account Holder	Account Number and sort code	Account Bank	Account bank branch address
137.	Cambian Learning Disabilities Midlands Limited	20-55-62 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
138.	Cambian Learning Disabilities Midlands Limited	20-55-62 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
139.	Cambian Learning Disabilities Midlands Limited	20-55-62 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
140.	Cambian Learning Disabilities Midlands Limited	20-55-62 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
141.	Cambian Learning Disabilities Midlands Limited	20-00-00 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
142.	Cambian Learning Disabilities Midlands Limited	20-55-62 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
143.	Cambian Learning Disabilities Midlands Limited	20-55-62 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
144.	Cambian Learning Disabilities Midlands Limited	20-55-62 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
145.	Cambian Learning Disabilities Services Limited	20-00-00 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
146.	Cambian Properties (UK) Limited	20-00-00 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
147.	Cambian Properties (UK) Limited	20-19-95 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
148.	Cambian Properties (UK) Limited	20-19-95 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
149.	Cambian Signpost Limited	20-00-00 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
150.	Cambian St Paul's Limited	20-00-00 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
151.	Cambian Whinfell School Limited	20-00-00 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
152.	Care Aspirations Developments Limited	20-00-00 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
153.	Care Aspirations Properties Limited	20-00-00 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
154.	Interact Care Limited	20-27-41 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
155.	Interact Care Limited	20-00-00 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP

	Account Holder	Account Number and sort code	Account Bank	Account bank branch address
156.	Cambian Developments II Limited	20-45-05 [REDACTED]	Barclays Bank PLC	P.O. Box 8, JE4 8NE
157.	Cambian Holdings Limited	20-45-05 [REDACTED]	Barclays Bank PLC	P.O. Box 8, JE4 8NE
158.	Cambian Properties II Limited	20-45-05 [REDACTED]	Barclays Bank PLC	P.O. Box 8, JE4 8NE
159.	Cambian Properties Limited	20-45-05 [REDACTED]	Barclays Bank PLC	P.O. Box 8, JE4 8NE
160.	Caireach Limited	20-00-00 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
161.	Caireach Limited	20-00-00 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
162.	Caireach Limited	20-00-00 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
163.	Caireach Limited	20-00-00 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
164.	Caireach Limited	20-00-00 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
165.	Caireach Limited	20-00-00 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
166.	Caireach Limited	20-00-00 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
167.	Caireach Limited	20-00-00 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
168.	Caireach Limited	20-00-00 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
169.	Caireach Limited	20-00-00 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
170.	Everycorner Limited	20-00-00 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
171.	Isand (Domiciliary Care) Limited	20-00-00 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
172.	Isand (Domiciliary Care) Limited	20-00-00 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
173.	Isand (Domiciliary Care) Limited	20-00-00 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
174.	Isand Limited	20-00-00 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
175.	Isand Limited	20-00-00 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
176.	Isand Limited	20-00-00 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
177.	Isand Limited	20-00-00 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
178.	Isand Limited	20-00-00 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP

	Account Holder	Account Number and sort code	Account Bank	Account bank branch address
179.	Isand Limited	20-00-00 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
180.	Isand Limited	20-00-00 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
181.	Isand Limited	20-00-00 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
182.	Isand Limited	20-00-00 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
183.	Isand Limited	20-00-00 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
184.	Isand Limited	20-00-00 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
185.	Isand Limited	20-00-00 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
186.	Relativeto Limited	20-00-00 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
187.	Relativeto Limited	20-00-00 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
188.	Relativeto Limited	20-00-00 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
189.	Short Ground Limited	20-00-00 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
190.	Short Ground Limited	20-00-00 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
191.	Short Ground Limited	20-00-00 [REDACTED]	Barclays Bank PLC	Level 27, 1 Churchill Place, London, E14 5HP
192.	By the Bridge Holdings Limited	82-60-13 [REDACTED]	CYBG plc	The Chancery, Spring Gardens, Manchester, M2 1YB
193.	By the Bridge Holdings Limited	82-60-13 [REDACTED]	CYBG plc	The Chancery, Spring Gardens, Manchester, M2 1YB
194.	By the Bridge Limited	82-60-13 [REDACTED]	CYBG plc	The Chancery, Spring Gardens, Manchester, M2 1YB
195.	By the Bridge Limited	82-60-13 [REDACTED]	CYBG plc	The Chancery, Spring Gardens, Manchester, M2 1YB
196.	By the Bridge North West Limited	82-60-13 [REDACTED]	CYBG plc	The Chancery, Spring Gardens, Manchester, M2 1YB
197.	By the Bridge North West Limited	82-60-13 [REDACTED]	CYBG plc	The Chancery, Spring Gardens, Manchester, M2 1YB
198.	Cambian Childcare Limited	16-00-02 [REDACTED]	Royal Bank of Scotland PLC	Royal Bank of Scotland, 2 New Street, Lancaster, LA1 1EG
199.	Cambian Whinfell School Limited	16-22-34 [REDACTED]	Royal Bank of Scotland PLC	Royal Bank of Scotland, 2 New Street, Lancaster, LA1 1EG
200.	Advanced Childcare Group Limited	16-10-28 [REDACTED]	Royal Bank of Scotland PLC	P.O. Box 64, 71 Bath St, Jersey, C.I., JE4 8PJ
201.	Care Aspirations Holdings Limited	16-10-28 [REDACTED]	Royal Bank of Scotland PLC	P.O. Box 64, 71 Bath St, Jersey, C.I., JE4 8PJ

	Account Holder	Account Number and sort code	Account Bank	Account bank branch address
202.	Cambian Group PLC	09-02-22 [REDACTED]	Santander UK PLC	Santander Corporate Banking, Bridle Road, Bootle, Merseyside L30 4GB
203.	Cambian Learning Disabilities Limited	09-02-22 [REDACTED]	Santander UK PLC	Santander Corporate Banking, Bridle Road, Bootle, Merseyside L30 4GB
204.	Cambian Learning Disabilities Midlands Limited	09-07-20 [REDACTED]	Santander UK PLC	Santander Corporate Banking, Bridle Road, Bootle, Merseyside L30 4GB
205.	Cambian Learning Disabilities Midlands Limited	09-01-28 [REDACTED]	Santander UK PLC	Santander Corporate Banking, Bridle Road, Bootle, Merseyside L30 4GB
206.	Cambian Learning Disabilities Midlands Limited	09-02-22 [REDACTED]	Santander UK PLC	Santander Corporate Banking, Bridle Road, Bootle, Merseyside L30 4GB
207.	Cambian Learning Disabilities Services Limited	09-02-22 [REDACTED]	Santander UK PLC	Santander Corporate Banking, Bridle Road, Bootle, Merseyside L30 4GB
208.	Cambian Signpost Limited	09-02-22 [REDACTED]	Santander UK PLC	Santander Corporate Banking, Bridle Road, Bootle, Merseyside L30 4GB
209.	Cambian Whinfell School Limited	09-02-22 [REDACTED]	Santander UK PLC	Santander Corporate Banking, Bridle Road, Bootle, Merseyside L30 4GB
210.	Care Aspirations Developments Limited	09-02-22 [REDACTED]	Santander UK PLC	Santander Corporate Banking, Bridle Road, Bootle, Merseyside L30 4GB
211.	Care Aspirations Developments Limited	09-01-27 [REDACTED]	Santander UK PLC	Santander Corporate Banking, Bridle Road, Bootle, Merseyside L30 4GB
212.	Care Aspirations Developments Limited	09-01-27 [REDACTED]	Santander UK PLC	Santander Corporate Banking, Bridle Road, Bootle, Merseyside L30 4GB
213.	Cambian Developments II Limited	09-01-27 [REDACTED]	Santander UK PLC	Santander Corporate Banking, Bridle Road, Bootle, Merseyside L30 4GB
214.	Cambian Developments II Limited	09-01-27 [REDACTED]	Santander UK PLC	Santander Corporate Banking, Bridle Road, Bootle, Merseyside L30 4GB
215.	Cambian Developments II Limited	09-01-27 [REDACTED]	Santander UK PLC	Santander Corporate Banking, Bridle Road, Bootle, Merseyside L30 4GB
216.	Cambian Childcare Limited	05-05-73 [REDACTED]	CYBG plc	The Chancery, Spring Gardens, Manchester, M2 1YB

Part 4: Insurances

Company name	Insurer	Policy number
Cambian Group plc	Liberty Mutual Insurance Europe Ltd.	1000155292-01
Cambian Group plc	Royal and Sun Alliance Insurance plc	15-COS-0000002063
Cambian Group plc	Allianz Insurance plc	BV/24882497
Cambian Group plc	XL Insurance Company plc	15-TFL2-0000000382
Cambian Group plc	Liberty Mutual and others	UKSPSCSPS973
Cambian Group plc	Hiscox Insurance Company Ltd.	PMISCE010055
Cambian Group plc	AIG Europe Ltd. & QBE Insurance (Europe) Ltd.	15-PFL-0000001046
Cambian Group plc	QBE Insurance Europe Ltd.	WD1500432
Cambian Group plc	Zurich Insurance plc	CH712096
Cambian Group plc	Zurich Insurance plc	NTT14647
Cambian Group plc	Lloyd's Underwriters	B0823RQ1500736

SCHEDULE 3: FORM OF NOTICE TO AND ACKNOWLEDGEMENT FROM ACCOUNT BANK

Part 1: Form of notice of charge to Account Bank

Served by Recorded Delivery or By Hand

To: [insert name and address of Account Bank]

Dated: [● 20●]

Dear Sirs

We hereby give notice that, by a debenture dated [●] 2016 (the "**Debenture**") we have charged to Santander UK PLC (the "**Security Agent**") as security agent for certain financial institutions and others (as referred to in the Debenture) all our present and future right, title and interest in and to the following accounts in our name with you, all monies from time to time standing to the credit of those accounts and all interest from time to time accrued or accruing on those accounts, any investment made out of any such monies or account and all rights to repayment of any of the foregoing by you:

[Insert details of accounts] (together the "**Accounts**").

We hereby irrevocably instruct and authorise you:

1. to credit to each Account all interest from time to time earned on the sums of money held in that Account;
2. to disclose to the Security Agent, without any reference to or further authority from us and without any liability or inquiry by you as to the justification for such disclosure, such information relating to the Accounts and the sums in each Account as the Security Agent may, at any time and from time to time, request you to disclose to it;
3. to hold all sums from time to time standing to the credit of each Account in our name with you to the order of the Security Agent;
4. to pay or release all or any part of the sums from time to time standing to the credit of each Account in our name with you in accordance with the written instructions of the Security Agent at any time and from time to time; and
5. to comply with the terms of any written notice or instructions in any way relating to the Accounts or the sums standing to the credit of any Account from time to time which you may receive at any time from the Security Agent without any reference to or further authority from us and without any liability or inquiry by you as to the justification for or validity of such notice or instructions.

[For the avoidance of doubt, the Security Agent shall not be entitled to exercise any of its rights pursuant to or in connection with paragraphs 2, 3 and 4 above and shall not be entitled to serve any notice or give any instruction pursuant to paragraph 5 above unless and until a Declared Default (as defined in the Debenture) has occurred (as notified to you in writing by the Security Agent).]

[Please note we are not permitted to withdraw any amount from the Prepayment Account without the prior written consent of the Security Agent.]

OR

[By countersigning this notice, the Security Agent confirms that we may make withdrawals from the Accounts until such time as the Security Agent shall notify you in writing that its rights have become enforceable in accordance with the terms of the Debenture and that its permission is withdrawn, whereupon we will not be permitted to withdraw any amounts from any Account without the prior written consent of the Security Agent.]

OR

*[In relation to accounts which are current accounts held with an Ancillary Lender which is a Secured Party and are within a regulatory netting arrangement which forms part of the Ancillary Facilities-*The Security Agent, by its countersignature of this notice (in order to enable you to make available net overdraft facilities on certain of the Accounts) consents to you setting off debit balances on any of the following accounts against credit balances on any of the following accounts provided that all such accounts are included in group netting arrangements operated by you for the Chargors:

[Insert details of accounts in netting arrangement]

The Security Agent may by notice to you at any time after the occurrence of a Declared Default (as defined in the Debenture and as notified to you by the Security Agent in writing) amend or withdraw this consent. If the consent referred to in this paragraph is withdrawn, you may immediately set off debit balances and credit balances on the accounts specified in this paragraph which exist immediately prior to the receipt by you of such notice of withdrawal or amendment.]

These instructions cannot be revoked or varied without the prior written consent of the Security Agent.

This notice, any acknowledgement in connection with it, and any non-contractual obligations arising out of or in connection with any of them shall be governed by English law.

Please confirm your acceptance of the above instructions by returning the attached acknowledgement to the Security Agent with a copy to ourselves.

Yours faithfully

By

for and on behalf of

[relevant Chargor]

Part 2: Form of acknowledgement from Account Bank

To: [insert name and address of relevant Chargor]

Dated: [● 20●]

Dear Sirs

We confirm receipt of a notice dated [● 20●] (the "**Notice**") from [relevant Chargor] (the "**Company**") of a charge upon the terms of a Debenture dated [●] 2016, over all the Company's present and future right, title and interest in and to the following accounts with us in the name of the Company together with all monies standing to the credit of those accounts and all interest from time to time accrued or accruing on those accounts, any investment made out of any such monies or account and all rights of repayment of any of the foregoing by us:

[●] (together the "**Accounts**").

We confirm that:

1. we accept the instructions and authorisation contained in the Notice and undertake to comply with its terms;
2. we have not received notice of the interest of any third party in any Account or in the sums of money held in any Account or the debts represented by those sums and we will notify you promptly should we receive notice of any third party interest;
3. we have not claimed or exercised, nor will we claim or exercise, any Security or right of set-off or combination or counterclaim or other right in respect of any Account, the sums of money held in any Account or the debts represented by those sums;
4. [we will not permit any amount to be withdrawn from any Prepayment Account except against the signature of one of your authorised signatories;]

OR

5. [until you notify us in writing that withdrawals are prohibited, the Company may make withdrawals from the Accounts; upon receipt of such notice we will not permit any amount to be withdrawn from any Account except against the signature of one of your authorised signatories; and]
6. we will not seek to modify, vary or amend the terms upon which sums are deposited in the Accounts without your prior written consent.

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

Yours faithfully

By

for and on behalf of

[Account Bank]

**SCHEDULE 4: FORM OF NOTICE TO AND ACKNOWLEDGEMENT FROM HEDGE
COUNTERPARTY**

Served by Recorded Delivery or By Hand

To: [*Hedge Counterparty*]

[*date*]

Dear Sirs,

Notice of Assignment

We refer to a Debenture (the "**Debenture**") dated [***] made between, inter alia, [***] (the "**Security Agent**") and ourselves. Terms defined in the Debenture are to have the same meanings in this letter.

We hereby give you notice that we have assigned all our rights, title and interest in and to the [* define *] (the "**Hedging Agreements**") to the Security Agent by Clause 4.2 (*Security Assignments*) of the Debenture.

We irrevocably and unconditionally instruct and authorise you (notwithstanding any previous directions which we may have given you to the contrary):

1. unless otherwise directed by the Security Agent, to furnish or disclose to the Security Agent in addition to ourselves all notices, matters or things required under the Hedging Agreements to be furnished and disclosed to ourselves;
2. following written notice to you from the Security Agent confirming that a Declared Default (as defined in the Debenture) has occurred, to hold to the order of the Security Agent all sums from time to time due and payable by you to us under the Hedging Agreements;
3. following written notice to you from the Security Agent confirming that a Declared Default (as defined in the Debenture) has occurred, to pay or release all or any part of the sums from time to time due and payable by you to us under the Hedging Agreements in accordance with the written instructions given to you by the Security Agent from time to time; and
4. to comply with the terms of any written notice or instructions in any way relating to, or purporting to relate to the Debenture, the sums payable to us from time to time under the Hedging Agreements or the debts represented thereby, which you receive from the Security Agent from time to time without reference to or further authority from the Company and without any enquiry by you as to the justification for or validity of such notice or instruction.

You may continue to deal with us in relation to the Hedging Agreements until you receive written notice from the Security Agent that a Declared Default has occurred. Thereafter we will cease to have any right to deal with you in relation to the Hedging Agreements and therefore from that time you should deal only with the Security Agent.

Following the occurrence of a Declared Default we are not permitted to receive from you, otherwise than through the Security Agent, any amount in respect of or on account of the sums payable to us from time to time under the Hedging Agreements.

The instructions and authorisations contained in this letter shall remain in full force and effect until we and the Security Agent together give you notice in writing revoking them.

This letter and all non-contractual obligations arising in any way whatsoever out of or in connection with this letter shall be governed by, construed and take effect in accordance with English law.

Please confirm your acknowledgement of this Notice by signing the acknowledgements set out at the foot of the enclosed duplicate hereof and by returning the same to Hogan Lovells International LLP at Atlantic House, London EC1A 2FG (Ref [***]) and to [****Security Agent's name and address****] marked for the attention of [***].

Signed

for and on behalf of

[***the Company ***]

[on copy]

ACKNOWLEDGEMENT

To: Hogan Lovells International LLP

Atlantic House

London EC1A 2FG

Ref: [***]

To: [*** Security Agent ***]

For the attention of: [***]

We, [*** Hedge Counterparty***] hereby acknowledge receipt of a notice of assignment from the Company of which the attached is a copy (the "**Notice of Assignment**").

We confirm that we have not received notice of any other assignment of the Hedging Agreements described in the Notice of Assignment or any interest therein.

For and on behalf of

[*** Hedge Counterparty ***]

Dated:

SCHEDULE 5: FORM OF NOTICE TO AND ACKNOWLEDGEMENT BY INSURERS

Served by Recorded Delivery or By Hand

To: [Insert name and address of insurer]

Dated: (● 20●)

Dear Sirs

[●] (THE "CHARGOR")

1. We give notice that, by a debenture dated [●] 2016 (the "**Debenture**"), we have assigned by way of security to Santander UK PLC (the "**Security Agent**") as Security Agent for certain financial institutions and others (as referred to in the Debenture) all our rights, title and interest from time to time in respect of any sums payable to us pursuant to the policies listed in the schedule to this notice (together with any other agreement supplementing or amending the same, the "**Policies**").
2. We irrevocably authorise and instruct you from time to time:
 - (a) to disclose to the Security Agent at our expense (without any reference to or further authority from us and without any enquiry by you as to the justification for such disclosure) such information relating to the Policies as the Security Agent may from time to time request;
 - (b) following written notice to you from the Security Agent confirming that a Declared Default (as defined in the Debenture) has occurred to hold all sums from time to time due and payable by you to us under the Policies to the order of the Security Agent;
 - (c) following written notice to you from the Security Agent confirming that a Declared Default has occurred to pay or release all or any part of the sums from time to time due and payable by you to us under the Policies only in accordance with the written instructions given to you by the Security Agent from time to time;
 - (d) to comply with any written notice or instructions in any way relating to (or purporting to relate to) the Debenture, the sums payable to us from time to time under the Policies or the debts represented by them which you may receive from the Security Agent (without any reference to or further authority from us and without any enquiry by you as to the justification for or validity of such notice or instruction); and
 - (e) to send copies of all notices and other information given or received under the Policies to the Security Agent.
3. We irrevocably instruct you to note on the relevant Policies the Security Agent's interest as first priority assignee of the proceeds under the Policies and the rights, remedies, proceeds and claims referred to above.
4. You may continue to deal with the Chargor in relation to the Policies until you receive written notice from the Security Agent that a Declared Default has occurred. Thereafter we will cease to have any right to deal with you in relation to the Policies and therefore from that time you should deal only with the Security Agent.

5. Following the occurrence of a Declared Default (as defined the Debenture) we are not permitted to receive from you, otherwise than through the Security Agent, any amount in respect of or on account of the sums payable to us from time to time under the Policies.
6. This notice may only be revoked or amended with the prior written consent of the Security Agent.
7. Please confirm by completing the enclosed copy of this notice and returning it to the Security Agent (with a copy to us) that you agree to the above and that:
 - (a) you accept the instructions and authorisations contained in this notice and you undertake to comply with this notice;
 - (b) you have not, at the date this notice is returned to the Security Agent, received notice of the assignment or charge, the grant of any security or the existence of any other interest of any third party in or to the Policies or any proceeds of them or any breach of the terms of any Policy and you will notify the Security Agent promptly if you should do so in future; and
 - (c) following written notice to you from the Security Agent confirming that a Declared Default has occurred, you will not permit any sums to be paid to us or any other person under or pursuant to the Policies without the prior written consent of the Security Agent.
8. This notice, and any acknowledgement in connection with it, and any non-contractual obligations arising out of or in connection with any of them, shall be governed by English law.

Yours faithfully

for and on behalf of

[Name of Chargor]

SCHEDULE: THE POLICIES

ACKNOWLEDGEMENT

[On copy]

To: [●]
 as Security Agent

[ADDRESS]

Copy to: [NAME OF CHARGOR]

Dear Sirs

We acknowledge receipt of the above notice and consent and agree to its terms. We confirm and agree to the matters set out in paragraph [7] in the above notice.

for and on behalf of

[●]

Dated:[● 20●]

SCHEDULE 6: FORM OF ACCESSION DEED

THIS ACCESSION DEED is made on

20[●]

BETWEEN

- (1) [● LIMITED a company incorporated in [●] with registered number [●] (the "Acceding Company"))[EACH COMPANY LISTED IN SCHEDULE 1 (each an "Acceding Company")];
- (2) CAMBIAN GROUP PLC (the "Company"); and
- (3) SANTANDER UK PLC (as security trustee for the Secured Parties (as defined below)) (the "Security Agent").

BACKGROUND

This Accession Deed is supplemental to a debenture dated [•] 2016 and made between (1) the Chargors named in it and (2) the Security Agent (the "Debenture").

[The/Each] Acceding Company has agreed, on the terms contained in the Debenture, 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 Debenture.

IT IS AGREED:

1. DEFINITIONS AND INTERPRETATION

(a) Definitions

Terms defined in, or construed for the purposes of, the Debenture have the same meanings when used in this Accession Deed including the recital to this Accession Deed (unless otherwise defined in this Accession Deed). In addition in this Accession Deed:

"Assigned Assets" means the Security Assets expressed to be assigned pursuant to Clause 2(d) (*Security assignments*);

"Charged Investments" means the Charged Securities and all present and future Related Rights accruing to all or any of the Charged Securities;

"Charged Securities" means:

- (i) the Specified Securities; and
- (ii) all other Securities;

"Intellectual Property" means all legal and/or equitable interests (including, without limitation, the benefit of all licences in any part of the world) of each Chargor in, or relating to:

- (i) any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, know-how and other intellectual

property rights and interests (which may now or in the future subsist), whether registered or unregistered; and

- (ii) the benefit of all applications and rights to use such assets of each Chargor (which may now or in the future subsist),

including, without limitation, the intellectual property rights (if any) specified in Part 4 of Schedule 2 (*Details of Security Assets*);

"Real Property" means freehold and leasehold, and any other estate in, land and (outside England and Wales) immovable property at any time together with:

- (i) all buildings and fixtures (including trade fixtures) and fixed plant and machinery at any time thereon;
- (ii) all easements, rights and agreements in respect thereof; and
- (iii) the benefit of all covenants given in respect thereof;

"Scheduled Securities" means the Securities specified in Part 2 of Schedule 2 (*Details of Security Assets*)

"Securities" means all shares, stock, debentures, debenture stock, bonds and other investments (as listed in Schedule 2, Part II of the Financial Services and Markets Act 2000), whether certificated or uncertificated and whether in registered or bearer form, including all depository interests representing any of them and including all rights and benefits of a capital nature accruing at any time in respect of any Investments by way of redemption, repayment, substitution, exchange, bonus or preference, option, rights or otherwise.

"Specified Securities" means:

- (i) the Scheduled Securities; and
- (ii) in relation to a Chargor, all Securities which at any time:
 - A represent a holding in a Subsidiary of such Chargor or an undertaking which would be its subsidiary undertaking if in section 1162(2)(a) of the Companies Act 2006 "30 per cent or more" were substituted for "a majority";
 - B are held in the name of the Security Agent or its nominee or to its order; or
 - C that Chargor has deposited certificates for with the Security Agent or which, if uncertificated, are held in an escrow or other account in favour of the Security Agent or its nominee.

(b) **Construction**

Clause 1.2 (*Interpretation*) of the Debenture applies with any necessary changes to this Accession Deed as if it were set out in full in this Accession Deed.

2. ACCESSION OF THE ACCEDING COMPANY

(a) Accession

[The/Each] Acceding Company:

- (i) unconditionally and irrevocably undertakes to and agrees with the Security Agent to observe and be bound by the Debenture; and
- (ii) creates and grants at the date of this Accession Deed the charges, mortgages, assignments and other security which are stated to be created or granted by the Debenture,

as if it had been an original party to the Debenture as one of the Chargors.

(b) Covenant to pay

- (i) Without prejudice to the generality of Clause 2(a) (*Accession*), [the/each] Acceding Company as principal obligor and not merely as surety, covenants in favour of the Security Agent that it will, on the Security Agent's written demand, pay and discharge the Secured Obligations from time to time when they fall due for payment.
- (ii) Every payment by [the/each] Acceding Company of a Secured Obligation which is made to or for the benefit of a Secured Party to which that Secured Obligation is due and payable in accordance with the Finance Document under which such sum is payable to that Secured Party, shall operate in satisfaction to the same extent of the covenant contained in Clause 2(b)(i).

(c) Fixed charges

Without prejudice to the generality of clause 2(a) (*Accession*), [the/each] Acceding Company with full title guarantee, charges and agrees to charge as security for the payment or discharge of all Secured Obligations all of its present and future right, title and interest in and to the following assets which are at any time owned by it or in which it from time to time has an interest:

- (i) by way of a first legal mortgage all Real Property in England and Wales now vested in it and registered at the Land Registry or which will be subject to first registration at the Land Registry upon the execution and delivery of this Accession Deed, in each case as described in Part 1 of Schedule 2 (*Details of Security Assets*);
- (ii) by way of a first legal mortgage all Real Property in England and Wales now vested in it and not registered at the Land Registry;
- (iii) by way of first fixed charge:
 - A all other Real Property which is now, or in the future becomes, its property;
 - B all interests and rights in or relating to Real Property or the proceeds of sale of Real Property now or in the future belonging to it; and

- C all licences to enter upon or use land and the benefit of all other agreements relating to land;
- (iv) 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 Real Property;
- (v) by way of first fixed charge all plant and machinery and the benefit of all contracts, licences and warranties relating to the same;
- (vi) by way of first fixed charge:
 - A all computers, vehicles, office equipment and other equipment (not charged by Clause 2(c)(vii)); and
 - B the benefit of all contracts, licences and warranties relating to the same, other than any which are for the time being part of any Acceding Company's stock in trade or work in progress;
- (vii) by way of first fixed charge:
 - A the Specified Securities which are now its property, including all proceeds of sale derived from them;
 - B all Related Rights of a capital nature now or in the future accruing or offered in respect of its Specified Securities;
 - C all Related Rights of an income nature now or in the future accruing or offered at any time in respect of its Specified Securities;
 - D all other Securities (not charged by Clauses 2(c)(vii)(A)) together with (1) all Related Rights from time to time accruing to such Securities and (2) all rights which such Acceding Company may have at any time against any clearance or settlement system or any custodian in respect of any such Securities;
- (viii) by way of first fixed charge 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 Accession Deed;
- (ix) by way of first fixed charge:
 - A the Prepayment Account;
 - B the Collection Accounts and all monies at any time standing to the credit of the Collection Accounts; and
 - C all other accounts of such Acceding Company with any bank, financial institution or other person at any time (not charged by Clauses 2(c)(ix)(A) or 2(c)(ix)(A)) and all monies at any time standing to the credit of such accounts, in each case, together with

all interest from time to time accrued or accruing on such monies, any investment made out of such monies or account and all rights to repayment of any of the foregoing;

- (x) by way of first fixed charge:
 - A all trade debts now or in the future owing to it;
 - B all other debts now or in the future owing to it, excluding those arising on fluctuating accounts with other members of the Group; and
 - C 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 4.2 (*Security assignments*);
- (xi) by way of first fixed charge:
 - A the Intellectual Property specified in Part 4 of Schedule 2 (*Details of Security Assets*);
 - B all Intellectual Property (if any) (not charged by Clause 2(c)(xi)(A)) presently belonging to it, including any Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others;
 - C all Intellectual Property (not charged by Clause 2(c)(xi)(A)) 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;
 - D 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;
 - E all its rights and causes of action in respect of infringement(s) (past, present or future) of the rights referred to in sub-paragraphs 2(c)(xi)(A) to (D) inclusive of this Clause;
- (xii) to the extent that any Assigned Asset is not effectively assigned under Clause 2(d) (*Security assignments*), by way of first fixed charge such Assigned Asset;
- (xiii) by way of first fixed charge (to the extent not otherwise charged or assigned in this Accession Deed):
 - A the benefit of all licences, consents, agreements and Authorisations held or used in connection with the business of such Acceding Company or the use of any of its assets; and
 - B any letter of credit issued in favour of such Acceding Company and all bills of exchange and other negotiable instruments held by it; and

- C by way of first fixed charge all of the goodwill and uncalled capital of such Acceding Company.

(d) **Security Assignments**

- (i) Without prejudice to the generality of clause 2(a) (*Accession*), [the/each] Acceding Company, assigns and agrees to assign absolutely all of its present and future right, title and interest in and to:

- A all its rights, title and interest from time to time in respect of the Hedging Agreements;
- B all of its rights, title and interest from time to time in respect of any sums payable to it pursuant to the Insurances; and
- C all other Receivables (not assigned under Clauses 2(d)(i)(A) or 2(d)(i)(B)),

provided that on the Senior Discharge Date (as defined in the Subordination Deed) the Security Agent will at the request of the relevant Acceding Company re-assign the relevant rights, title and interest in each Relevant Contract, the Insurances and Receivables to that Acceding Company (as it shall direct).

- (ii) To the extent that any Assigned Asset described in Clause 2(d) is not assignable, the assignment which that Clause purports to effect shall operate as an assignment of all present and future rights and claims of such Acceding Company to any proceeds of such Insurances.

(e) **Floating Charge**

Without prejudice to the generality of clause 2(a) (*Accession*), [the/each] Acceding Company, with full title guarantee, charges and agrees to charge by way of first floating charge as security for the payment or discharge of all Secured Obligations all of its present and future:

- (i) assets and undertaking (wherever located) not otherwise effectively charged by way of fixed mortgage or charge or assigned pursuant to Clause 4.1 (*Fixed charges*), Clause 4.2 (*Security assignments*) or any other provision of this Accession Deed; and
- (ii) (whether or not effectively so charged or assigned) heritable property and all other property and assets in Scotland.

(f) **Representations**

[The/Each] Acceding Company makes the representations and warranties set out in this paragraph 2(d) to the Security Agent and to each other Secured Party as at the date of this Accession Deed:

- (i) [each/the] Acceding Company is the sole legal and beneficial owner of all of the Security Assets identified [against its name] in schedule 2 (*Details of Security Assets owned by the [Acceding Company/Acceding Companies]*);
- (ii) the Charged Securities listed in part 2 of schedule 2 (*Details of Security Assets owned by the [Acceding Company/Acceding Companies]*) TO THE

Accession Deed constitute the entire share capital owned by [each/the] Acceding Company in the relevant company and constitute the entire share capital of each such company; and

- (iii) part 1 of schedule 2 (*Details of Security Assets owned by the [Acceding Company/Acceding Companies]*) identifies all freehold and leasehold Real Property which is beneficially owned by [each/the] Acceding Company at the date of this Accession Deed.

(g) **Consent**

Pursuant to clause 23.4 (*Accession Deed*) of the Debenture, the Company (as agent for itself and the existing Chargors):

- (i) consents to the accession of [the/each] Acceding Company to the Debenture on the terms of this Accession Deed; and
- (ii) agrees that the Debenture shall, after the date of this Accession Deed, be read and construed as if [the/each] Acceding Company had been named in the Debenture as a Chargor.

3. **NEGATIVE PLEDGE**

No Acceding Company shall do or agree to do any of the following without the prior written consent of the Security Agent:

- (a) create or permit to subsist any Security or Quasi-Security on any Security Asset other than as created by this Accession Deed or a Permitted Security; or
- (b) sell, transfer, lease, lend or otherwise dispose of (whether by a single transaction or a number of transactions and whether related or not and whether voluntarily or involuntarily) the whole or any part of its interest in any Security Asset (except for a Permitted Disposal, a Permitted Sale and Leaseback Transaction or a Permitted Transaction).

4. **RIGHT OF APPROPRIATION**

- 4.1 The Parties acknowledge and intend that the charges over each Acceding Company's Financial Collateral provided under or pursuant to this Accession Deed will each constitute a "security financial collateral arrangement" for the purposes of the Financial Collateral Regulations.

- 4.2 The Security Agent may, on or at any time after the security constituted by this Accession Deed becomes enforceable in accordance with its terms, by notice in writing to the relevant Acceding Company appropriate with immediate effect all or any of its Financial Collateral charged by this Accession Deed 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 Security Assets are held by the Security Agent or otherwise.

- 4.3 The value of any Financial Collateral appropriated under Clause 14.6(b) 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 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.

- 4.4 The Security Agent will account to the relevant Acceding Company for any amount by which the value of the appropriated Security Assets exceeds the Secured Obligations and [the/each] Acceding Company shall remain liable to the Security Agent for any amount by which the value of the appropriated Security Assets is less than the Secured Obligations.
- 4.5 [The/Each] Acceding Company agrees that the method of valuing Financial Collateral under Clause 4.3 is commercially reasonable.

5. APPLICATION TO THE LAND REGISTRY

[The/Each] Acceding Company:

- (a) in relation to each register of title of any present and future Real Property of that Acceding Company which is charged to the Security Agent under this Accession Deed or pursuant to the further assurance undertakings in the Facilities Agreement consents to the Security Agent (or its solicitors) at any time submitting to the Land Registry any and all of the following:
- (i) a form AP1 (application to change the register) in respect of the security created by this Accession Deed;
 - (ii) a form AN1 (application to enter an agreed notice) in respect of the security created by this Accession 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 Real Property in England and Wales mortgaged by Clause 2(c) (*Fixed charges*) at its own expense, immediately following its execution of this Accession Deed.

6. POWER OF ATTORNEY

[The/Each] Acceding Company, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any Delegate to be its attorney to take any action following the occurrence of a Declared Default or whilst the Debenture Security has become enforceable which such Acceding Company is obliged to take under this Accession Deed or the Debenture, including under Clause 20 (*Further Assurances*) of the Debenture, or, if no Declared Default has occurred, which such Chargor has failed to take

within five Business Days of being notified of such failure and receiving a request to comply from the Security Agent. Each Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this Clause.

7. CONSTRUCTION OF DEBENTURE

This Accession Deed shall be read as one with the Debenture so that all references in the Debenture to "*this Deed*" and similar expressions shall include references to this Accession Deed.

8. THIRD PARTY RIGHTS

Save as expressly provided to the contrary in the Debenture, a person who is not a party to this Accession Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Accession Deed.

9. NOTICE DETAILS

All notices or demands to be given or made pursuant to this Accession Deed shall be given or made in the manner set out in Clause 25 (*Notices*) of the Debenture. [The/Each] Acceding Company 's address for service is set out with its name below in Schedule 1.

10. 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.

11. GOVERNING LAW

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

12. JURISDICTION OF ENGLISH COURTS

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Accession Deed (including a dispute relating to the existence, validity or termination of this Accession Deed or any non-contractual obligation arising out of or in connection with this Accession 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 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.

IN WITNESS of which this Accession Deed has been duly executed by [the/each] Acceding Company and the Company as a deed and duly executed by the Security Agent and has been delivered on the first date specified on page 1 of this Accession Deed][by [the/each] Acceding Company and the Company].

SCHEDULE 1 TO THE ACCESSION DEED

The Acceding Companies

Company name	Registered number	Registered office
[●]	[●]	[●]
[●]	[●]	[●]
[●]	[●]	[●]
[●]	[●]	[●]

SCHEDULE 2 TO THE ACCESSION DEED

Details of Security Assets owned by the [Acceding Company/Acceding Companies]

[Part 1 - Real Property]

Registered land				
[Acceding Company]	Address	Administrative Area	Title number	
Unregistered land				
[Acceding Company]	Address	Document describing the Real Property		
		Date	Document	Parties

[Part 2 - Charged Securities]

[Acceding Company]	Name of company in which shares are held	Class of shares	Number of shares	Issued share capital

[Part 3 - Charged Accounts]

Collection Accounts			
Account Holder	Account Number	Account Bank	Account bank branch address and sort code

[Part 4 - Intellectual Property]

Part 4A - Trade marks				
Proprietor/ADP number	TM number	Jurisdiction/apparent status	Classes	Mark text

Part 4B - Patents		
Proprietor/ADP number	Patent number	Description

[Part 5 - Insurances]

[Acceding Company]	Insurer	Policy

EXECUTION PAGES OF THE ACCESSION DEED

THE ACCEDING COMPAN[Y][IES]

EITHER one director in the presence of an attesting witness

Executed as a deed[, but not delivered until the)

first date specified on page 1,] by [NAME OF)

ACCEDING COMPANY] acting by:)

Director

Witness signature

Witness name:

Witness address:

Address: [●]

Facsimile No: [●]

Attention: [●]

OR where executing by an individual attorney

Signed as a deed[, but not delivered until the first)
date specified on page 1,] by **[NAME OF)
ACCEDING COMPANY]** by its attorney)
[acting pursuant to a)
power of attorney dated [● 20●]] in)
the presence of:)

Signature_____

as attorney for **[NAME OF
ACCEDING COMPANY]**

Witness signature

Witness name:

Witness address:

Address: [●]

Facsimile No: [●]

Attention: [●]

THE COMPANY

EITHER one director in the presence of an attesting witness

Executed as a deed[, but not delivered until the)

first date specified on page 1,] by **CAMBIAN**)

GROUP PLC acting by:)

Director

Witness signature

Witness name:

Witness address:

Address: [●]

Facsimile No: [●]

Attention: [●]

OR where executing by an individual attorney

Signed as a deed[, but not delivered until the first)
date specified on page 1,] by **CAMBIAN**)
GROUP PLC by its attorney)
[acting pursuant to a)
power of attorney dated [● 20●]] in)
the presence of:)

Signature _____

as attorney for

CAMBIAN GROUP PLC

Witness signature

Witness name:

Witness address:

Address: [●]

Facsimile No: [●]

Attention: [●]

THE SECURITY AGENT

Signed by for)
and on behalf of **SANTANDER UK PLC:**)
)

Signature _____

Address: [●]

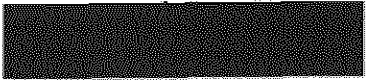
Facsimile No: [●]

Attention: [●]

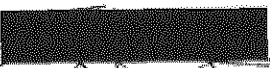
EXECUTION PAGE

THE SECURITY AGENT

Signed by
for and on behalf of **SANTANDER UK PLC:**

)
)
) 
Authorised Signatory

Address details: Santander UK plc
17 Ulster Terrace
Regent's Park
London
NW1 4PJ

WITNESS 

J.C. Rodriguez

ADDRESS SANTANDER
100 LODGATE HILL
LONDON
OCCUPATION BANK OFFICIAL

Fax No: N/A

Attention: Robert Adams

THE CHARGORS

Executed as a
Deed by **CAMBIAN GROUP PLC**
(pursuant to a resolution of its Board
of Directors) acting by:

)
)
)
) Director

in the presence of:

Signature of witness:

Name of witness:

Address of witness:

EXECUTION PAGE

THE SECURITY AGENT

Signed by)
for and on behalf of **SANTANDER UK PLC:**)
) Authorised Signatory

Address details: Santander UK plc
17 Ulster Terrace
Regent's Park
London
NW1 4PJ

Fax No: N/A

Attention: Robert Adams

THE CHARGORS

Executed as a)
Deed by **CAMBIAN GROUP PLC**)
(pursuant to a resolution of its Board)
of Directors) acting by:) Director

in the presence of:

Signature of witness:

Name of witness:

H CORDWELL

Address of witness:

Clifford Chance LLP
10 Upper Bank Street
London E14 5JJ

Executed as a
Deed by **CAMBIAN GROUP HOLDINGS I**)
LIMITED)
(pursuant to a resolution of its Board) Director
of Directors) acting by:)

in the presence of:

Signature of witness:

Name of witness: H CORDWELL

Address of witness:

Clifford Chance LLP
10 Upper Bank Street
London E14 5JJ

Executed as a)
Deed by **CAMBIAN GROUP HOLDINGS II**)
LIMITED) Director
(pursuant to a resolution of its Board)
of Directors) acting by:)

in the presence of:

Signature of witness:

Name of witness: H CORDWELL

Address of witness:

Clifford Chance LLP
10 Upper Bank Street
London E14 5JJ

Executed as a
Deed by **CAMBIAN CHILDCARE LIMITED**)
(pursuant to a resolution of its Board)
of Directors) acting by:) Director
)

in the presence of:

Signature of witness:

Name of witness:

H CORDWELL

Address of witness:

Clifford Chance LLP
10 Upper Bank Street
London E14 5JJ

Executed as a
Deed by **CAMBIAN CHILDCARE**)
PROPERTIES LIMITED) Director
(pursuant to a resolution of its Board)
of Directors) acting by:)

in the presence of:

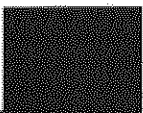
Signature of witness:

Name of witness:

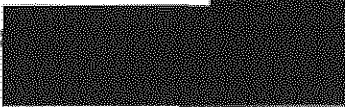
H CORDWELL

Address of witness:

Clifford Chance LLP
10 Upper Bank Street
London E14 5JJ

Executed as a)
Deed by **ADVANCED CHILDCARE**)
SERVICES LIMITED) Director
(pursuant to a resolution of its Board)
of Directors) acting by: 

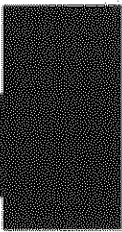
in the presence of:

Signature of witness: 

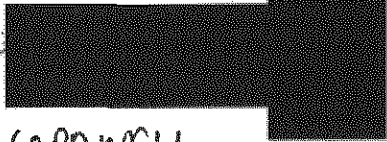
Name of witness: H CORDWELL

Address of witness:

Clifford Chance LLP
10 Upper Bank Street
London E14 5JJ

Executed as a)
Deed by **CAMBIAN HEALTHCARE**)
LIMITED) Director
(pursuant to a resolution of its Board)
of Directors) acting by: 

in the presence of:

Signature of witness: 

Name of witness: H CORDWELL

Address of witness:

Clifford Chance LLP
10 Upper Bank Street
London E14 5JJ

Executed as a
Deed by **CAMBIAN EDUCATION**)
SERVICES LIMITED)
(pursuant to a resolution of its Board) Director
of Directors) acting by:)

in the presence of:

Signature of witness

Name of witness:

H CORDWELL

Address of witness:

Clifford Chance LLP
10 Upper Bank Street
London E14 5JJ

Executed as a
Deed by **CAMBIAN PROPERTIES (U.K.)**)
LIMITED) Director
(pursuant to a resolution of its Board
of Directors) acting by:

in the presence of:

Signature of witness

Name of witness:

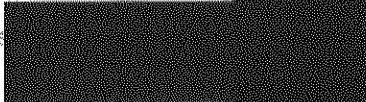
H CORDWELL

Address of witness:

Clifford Chance LLP
10 Upper Bank Street
London E14 5JJ

Executed as a)
Deed by **CAMBIAN HERITAGE I LIMITED**)
(pursuant to a resolution of its Board)
of Directors) acting by:) Director

in the presence of:

Signature of witness: 

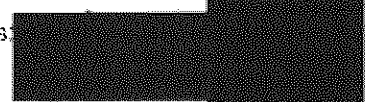
Name of witness: H CORDWELL

Address of witness:

Clifford Chance LLP
10 Upper Bank Street
London E14 5JJ

Executed as a)
Deed by **CAMBIAN HERITAGE II LIMITED**)
(pursuant to a resolution of its Board)
of Directors) acting by:) Director

in the presence of:

Signature of witness: 

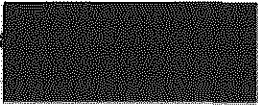
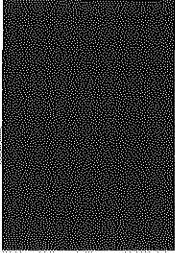
Name of witness: H CORDWELL

Address of witness:

Clifford Chance LLP
10 Upper Bank Street
London E14 5JJ

Executed as a
Deed by **CAMBIAN CARE SERVICES**)
LIMITED)
(pursuant to a resolution of Its Board) Director
of Directors) acting by:)

In the presence of:

Signature of witness:  

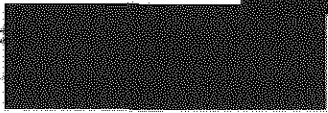
Name of witness: H CORDWELL

Address of witness:

Clifford Chance LLP
10 Upper Bank Street
London E14 5JJ

Executed as a)
Deed by **CAMBIAN AUTISM SERVICES**)
LIMITED) Director
(pursuant to a resolution of its Board)
of Directors) acting by:)

In the presence of:

Signature of witness: 

Name of witness: H CORDWELL

Address of witness:

Clifford Chance LLP
10 Upper Bank Street
London E14 5JJ

Executed as a)
Deed by **CAMBIAN ASPERGER**)
SYNDROME SERVICES LIMITED) Director
(pursuant to a resolution of its Board)
of Directors) acting by:

in the presence of:

Signature of witness

Name of witness:

H CORDWELL

Address of witness:

Clifford Chance LLP
10 Upper Bank Street
London E14 5JJ

Executed as a)
Deed by **CARE ASPIRATIONS**)
DEVELOPMENTS LIMITED) Director
(pursuant to a resolution of its Board)
of Directors) acting by:

in the presence of:

Signature of witness

Name of witness:

H CORDWELL

Address of witness:

Clifford Chance LLP
10 Upper Bank Street
London E14 5JJ

Executed as a)
Deed by **CARE ASPIRATIONS**)
PROPERTIES LIMITED) Director
(pursuant to a resolution of its Board)
of Directors) acting by:

in the presence of:

Signature of witness:

Name of witness:

H CORDWELL

Address of witness:

Clifford Chance LLP
10 Upper Bank Street
London E14 5JJ

Executed as a)
Deed by **CAMBIAN LEARNING**)
DISABILITIES LIMITED) Director
(pursuant to a resolution of its Board)
of Directors) acting by:

in the presence of:

Signature of witness:

Name of witness:

H CORDWELL

Address of witness:

Clifford Chance LLP
10 Upper Bank Street
London E14 5JJ

Clifford Chance LLP
~~10 Upper Bank Street~~
London E14 5JJ

Clifford Chance LLP
10 Upper Bank Street
London E14 5JJ

Executed as a)
Deed by **CAMBIAN SIGNPOST LIMITED**)
(pursuant to a resolution of its Board) Director
of Directors) acting by:)

In the presence of:

Signature of witness:

Name of witness:

H CORDWELL

Address of witness:

Clifford Chance LLP
10 Upper Bank Street
London E14 5JJ

Executed as a)
Deed by **CAMBIAN SIGNPOST CARE**)
SERVICES LIMITED) Director
(pursuant to a resolution of its Board)
of Directors) acting by:)

In the presence of:

Signature of witness:

Name of witness:

H CORDWELL

Address of witness:

Clifford Chance LLP
10 Upper Bank Street
London E14 5JJ

Executed as a)
Deed by **CAMBIAN LEARNING**)
DISABILITIES MIDLANDS LIMITED) Director
(pursuant to a resolution of its Board)
of Directors) acting by:

in the presence of:

Signature of witness:

Name of witness:

H CORDWELL

Address of witness:

Clifford Chance LLP
10 Upper Bank Street
London E14 5JJ

Executed as a)
Deed by **CAMBIAN ST PAUL'S LIMITED**)
(pursuant to a resolution of its Board) Director
of Directors) acting by:

in the presence of:

Signature of witness:

Name of witness:

H CORDWELL

Address of witness:

Clifford Chance LLP
10 Upper Bank Street
London E14 5JJ

Executed as a
Deed by **ADVANCED CHILDCARE GROUP
LIMITED**
(pursuant to a resolution of its Board
of Directors) acting by:)
)
) Director
)

in the presence of:

Signature of witness:

Name of witness: H. LORDWELL

Address of witness:

Clifford Chance LLP
10 Upper Bank Street
London E14 5JJ

Executed as a
Deed by **CAMBIAN HOLDINGS LIMITED**
(pursuant to a resolution of its Board
of Directors) acting by:)
)
) Director
)

in the presence of:

Signature of witness:

Name of witness: H. LORDWELL

Address of witness:

Clifford Chance LLP
10 Upper Bank Street
London E14 5JJ

Executed as a)
Deed by **CAMBIAN PROPERTIES LIMITED**)
(pursuant to a resolution of its Board) Director
of Directors) acting by:)

in the presence of:

Signature of witness

Name of witness:

H CORDWELL

Address of witness:

Clifford Chance LLP
10 Upper Bank Street
London E14 5JJ

Executed as a)
Deed by **CAMBIAN PROPERTIES II**)
LIMITED) Director
(pursuant to a resolution of its Board)
of Directors) acting by:

in the presence of:

Signature of witness:

Name of witness:

H CORDWELL

Address of witness:

Clifford Chance LLP
10 Upper Bank Street
London E14 5JJ

Executed as a)
Deed by **CAMBIAN DEVELOPMENTS II**)
LIMITED) Director
(pursuant to a resolution of its Board)
of Directors) acting by:

in the presence of:

Signature of witness:

Name of witness: H CORDWELL

Address of witness:

Clifford Chance LLP
10 Upper Bank Street
London E14 5J

Executed as a)
Deed by **CARE ASPIRATIONS HOLDINGS**)
LIMITED) Director
(pursuant to a resolution of its Board)
of Directors) acting by:

in the presence of:

Signature of witness:

Name of witness: H CORDWELL

Address of witness:

Clifford Chance LLP
10 Upper Bank Street
London E14 5JJ

Executed as a)
Deed by **CAMBIAN HEALTHCARE**)
PROPERTIES LIMITED) Director
(pursuant to a resolution of its Board)
of Directors) acting by:

in the presence of:

Signature of witness:

Name of witness: **H CORDWELL**

Address of witness:

Clifford Chance LLP
10 Upper Bank Street
London E14 5JJ

Executed as a)
Deed by **ISAND LIMITED**)
(pursuant to a resolution of its Board) Director
of Directors) acting by:

in the presence of:

Signature of witness:

Name of witness: **H CORDWELL**

Address of witness:

Clifford Chance LLP
10 Upper Bank Street
London E14 5JJ

Executed as a)
Deed by **ISAND (DOMICILIARY CARE)**)
LIMITED) Director
(pursuant to a resolution of its Board)
of Directors) acting by:

in the presence of:

Signature of witness:

Name of witness: H CORDWELL

Address of witness:

Clifford Chance LLP
10 Upper Bank Street
London E14 5JJ

Executed as a)
Deed by **SHORT GROUND LIMITED**)
(pursuant to a resolution of its Board) Director
of Directors) acting by:

in the presence of:

Signature of witness:

Name of witness: H CORDWELL

Address of witness:

Clifford Chance LLP
10 Upper Bank Street
London E14 5JJ

Executed as a)
Deed by **RELATIVETO LIMITED**)
(pursuant to a resolution of its Board) Director
of Directors) acting by:)

in the presence of:

Signature of witness:

Name of witness: H CORNWELL

Address of witness:

Clifford Chance LLP
10 Upper Bank Street
London E14 5JJ

Executed as a)
Deed by **EVERYCORNER LIMITED**)
(pursuant to a resolution of its Board) Director
of Directors) acting by:)

in the presence of:

Signature of witness:

Name of witness: H CORNWELL

Address of witness:

Clifford Chance LLP
10 Upper Bank Street
London E14 5JJ

Executed as a)
Deed by **CAIREACH LIMITED**)
(pursuant to a resolution of its Board) Director
of Directors) acting by:)

in the presence of:

Signature of witness:

Name of witness: H. CORDWELL

Address of witness:

Clifford Chance LLP
10 Upper Bank Street
London E14 5JJ

Executed as a)
Deed by **CAMBIAN FS LIMITED**)
(pursuant to a resolution of its Board) Director
of Directors) acting by:)

in the presence of:

Signature of witness:

Name of witness: H. CORDWELL

Address of witness:

Clifford Chance LLP
10 Upper Bank Street
London E14 5JJ

Executed as a
Deed by **CAMBIAN ANSEL LIMITED**
(pursuant to a resolution of its Board
of Directors) acting by:

)
)

Director

in the presence of:

Signature of witness:

Name of witness:

H CORDWELL

Address of witness:

Clifford Chance LLP
10 Upper Bank Street
London E14 5JJ

Executed as a
Deed by **INTERACT CARE LIMITED**
(pursuant to a resolution of its Board
of Directors) acting by:

)
)
)

Director

in the presence of:

Signature of witness:

Name of witness:

H CORDWELL

Address of witness:

Clifford Chance LLP
10 Upper Bank Street
London E14 5JJ

Executed as a)
Deed by **BY THE BRIDGE MANAGEMENT**)
COMPANY LIMITED) Director
(pursuant to a resolution of its Board)
of Directors) acting by:

in the presence of:

Signature of witness:

Name of witness:

H CORDWELL

Address of witness:

Clifford Chance LLP
10 Upper Bank Street
London E14 5JJ

Executed as a)
Deed by **BY THE BRIDGE HOLDINGS**)
LIMITED) Director
(pursuant to a resolution of its Board)
of Directors) acting by:

in the presence of:

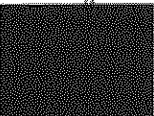
Signature of witness:

Name of witness:

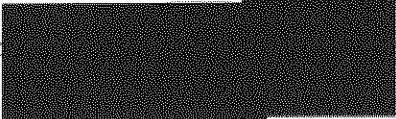
H CORDWELL

Address of witness:

Clifford Chance LLP
10 Upper Bank Street
London E14 5JJ

Executed as a)
Deed by **BY THE BRIDGE LIMITED**)
(pursuant to a resolution of its Board)
of Directors) acting by:  Director

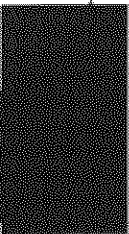
in the presence of:

Signature of witness: 

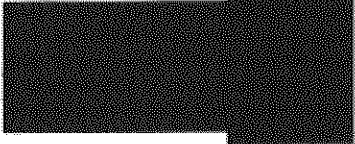
Name of witness: H CORDWELL

Address of witness:

Clifford Chance LLP
10 Upper Bank Street
London E14 5JJ

Executed as a)
Deed by **BY THE BRIDGE NORTH WEST**)
LIMITED)
(pursuant to a resolution of its Board)
of Directors) acting by:  Director

in the presence of:

Signature of witness: 

Name of witness: H CORDWELL

Address of witness:

Clifford Chance LLP
10 Upper Bank Street
London E14 5JJ

