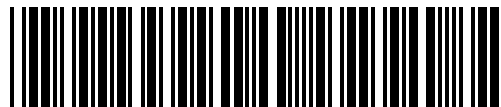




Registration of a Charge

Company Name: **CAMBIAN CHILDCARE PROPERTIES LIMITED**

Company Number: **05274924**



Received for filing in Electronic Format on the: **23/02/2023**

XBXZWB8W

Details of Charge

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

Charge code: **0527 4924 0051**

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

Brief description: **ALL CURRENT AND FUTURE LAND (EXCEPT FOR ANY RESTRICTED LAND) AND INTELLECTUAL PROPERTY (EXCEPT FOR ANY RESTRICTED IP) OWNED BY THE COMPANY, IN EACH CASE AS SPECIFIED (AND DEFINED) IN THE MORTGAGE AND CHARGE REGISTERED BY THIS FORM MR01 (THE "DEED") AND INCLUDING, AMONGST OTHERS, FREEHOLD LAND BEING BOYCES HOUSE, MITCHELL AVENUE, HALSTEAD, (CO9 1DP) WITH TITLE NUMBER EX440070, AND FREEHOLD LAND BEING LINCOLN HOUSE, LIVERPOOL OLD ROAD, MUCH HOOLE, PRESTON, (PR4 4RJ) WITH TITLE NUMBER LA590492. FOR MORE DETAILS, PLEASE REFER TO THE DEED**

Contains fixed charge(s).

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

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **PROSKAUER ROSE (UK) LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5274924

Charge code: 0527 4924 0051

The Registrar of Companies for England and Wales hereby certifies that a charge dated 17th February 2023 and created by CAMBIAN CHILDCARE PROPERTIES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd February 2023 .

Given at Companies House, Cardiff on 27th February 2023

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



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

THIS ELECTRONIC DEED OF WHICH THIS IS A *Execution Version*
PRINT-OUT IS AMENDED THIS DAY 20 FEBRUARY 2023 AS FOLLOWS:

THIS MORTGAGE is dated 17 February 2023 and is made between:

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

WHEREAS

- (A) This Mortgage is supplemental to a debenture dated 21 December 2022 between, among others, the Senior Parent and the Security Agent (the “**Debenture**”).
- (B) The Mortgagors intend to grant legal mortgages in respect of the Material Real Property listed in Schedule 2 (*Material Property*) (“**Material Property**”) of this Mortgage.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

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

1.2 Interpretation

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

1.3 Incorporation of provisions

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

2. COVENANT TO PAY

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

3. FIXED SECURITY

3.1 General

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

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

3.2 Legal mortgage

The Mortgagor charges by way of legal mortgage the Material Real Property (specified in Schedule 2 (*Material Real Property*)) to this Mortgage).

4. CONSENT OF EXISTING CHARGING COMPANIES

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

5. COUNTERPARTS

This Mortgage may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Mortgage.

6. GOVERNING LAW AND JURISDICTION

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

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

SCHEDULE 1

Mortgagors

Name	Jurisdiction/ REGISTERED No.	Registered No/ JURISDICTION
Cambian Childcare Properties Limited	5274924	England & Wales
Cambian Whinfell School Limited	4617562	England & Wales
CareTech Community Services Limited	2804415	England & Wales
Coveberry Limited	1208511	England & Wales
Selborne Care Limited	5513162	England & Wales

PROSKAUER
ROSE UK LLP
20.02.2023

PROSKAUER
ROSE UK LLP
20.02.2023

SCHEDULE 2**Material Real Property**

Mortgagor	Address/description of land	Title No.
Cambian Whinfell School Limited	Freehold land being Pengwern Hall, Bodelwyddan Road, Rhuddlan, Rhyl (LL18 5UH)	CYM40039
Cambian Whinfell School Limited	Freehold land being LAND ADJOINING Pengwern Hall, Rhyl	CYM129599
CareTech Community Services Limited	Leasehold land being Red Rock Lodge, Red Rock Lane, Haigh, Wigan (WN1 2UW)	MAN333001
CareTech Community Services Limited	Leasehold land being Aeron House, 35 Novi Lane, Leek (ST13 6NX)	SF645474
Cambian Childcare Properties Limited	Freehold land being Boyces House, Mitchell Avenue, Halstead, (CO9 1DP)	EX440070
Cambian Childcare Properties Limited	Freehold land being Lincoln House, Liverpool Old Road, Much Hoole, Preston, (PR4 4RJ)	LA590492
CareTech Community Services Limited	Leasehold land being 9 and 11 Shirley Road and 3 and 5 The Parkway, Hanley, Stoke-On-Trent	SF645464
CareTech Community Services Limited	Leasehold land being Laceby House, Standedge, Delph, Oldham (OL3 5LU)	MAN333012
Cambian Childcare Properties Limited	Freehold land being Sawrey, The Common, Abberley, Worcester (WR6 6AY)	WR45888
Cambian Childcare Properties Limited	Freehold land being Chlamys House, Boraston Lane, Tenbury Wells (WR15 8LE)	SL55206
Cambian Childcare Properties Limited	Leasehold land being 37 Weston Avenue, Rochdale (OL16 4PW)	GM248191
Cambian Childcare Properties Limited	Leasehold land being 17 and 18 Cronkeyshaw Road, 191 to 199 (odd numbers) Whitehall Street	LA33037

	and 12 to 20 (even numbers) Ash Place.	
Cambian Childcare Properties Limited	Leasehold land being 29 Fox Street, Heywood (OL10 1EJ)	GM514362
CareTech Community Services Limited	Leasehold land being 54 Oval Road, Erdington, Birmingham (B24 8PL)	MM121045
Selborne Care Limited	Leasehold land being Flat 3, 431 Queen Elizabeth Road, Nuneaton (CV10 9BU)	WK476625
Selborne Care Limited	Leasehold land being Flat 6, 431 Queen Elizabeth Road, Nuneaton (CV10 9BU)	WK476626
Selborne Care Limited	Leasehold land being Flat 7, 431 Queen Elizabeth Road, Nuneaton (CV10 9BU)	WK476627
Selborne Care Limited	Leasehold land being Flat 8, 431 Queen Elizabeth Road, Nuneaton (CV10 9BU)	WK476628
Cambian Childcare Properties Limited	Freehold land being The Gables, Thrush Drive, Bury, (BL9 6JD)	GM478215
Cambian Childcare Properties Limited	Freehold land being Hillgate Farm, Hemford, Minsterley Shrewsbury, (SY5 0HJ)	SL129262
Cambian Childcare Properties Limited	Freehold land being Waldersey House, March Road, Friday Bridge, Wisbech (PE14 0LP)	CB315058
Cambian Childcare Properties Limited	Freehold land being 28 Hemlington Road, Stainton, Middlesbrough (TS8 9AJ)	CE60126
CareTech Community Services Limited	Leasehold land being 103-105 Franklin Road, Harrogate (HG1 5EN)	NYK463673
CareTech Community Services Limited	Freehold land being Nanny Brook Heights, Oakenclough (PR3 1UL)	LAN24660

PROSPECTUS
ROSE UT LLP
20.02.2023

SIGNATURES TO THE MORTGAGE

The Senior Parent

Executed as a deed by
AMALFI CLEANCO LIMITED
acting by Director:

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)
.....
Christopher Dickinson

Director:

.....
Farouq Sheikh

Mortgagors

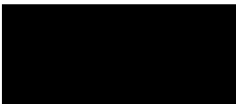
Executed as a deed by)
CAMBIAN CHILD CARE)
PROPERTIES LIMITED)
acting by two directors:



Director
Christopher Dickinson

Director
Farouq Sheikh

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



Director
Christopher Dickinson

Director
Farouq Sheikh

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



Director
Christopher Dickinson

Director
Farouq Sheikh

SIGNATURES TO THE MORTGAGE


The Senior Parent

Executed as a deed by
AMALFI CLEANCO LIMITED
acting by Director:

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)
)
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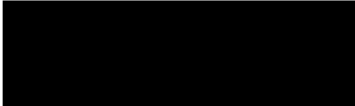
.....
Christopher Dickinson

Director:

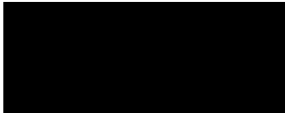
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Farouq Sheikh 

Mortgagors

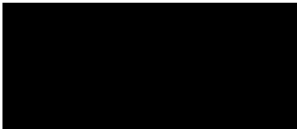
Executed as a deed by)
CAMBIAN CHILDCARE)
PROPERTIES LIMITED)
acting by two directors:

Director
Christopher Dickinson

Director
Farouq Sheikh

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

Director
Christopher Dickinson

Director
Farouq Sheikh

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

Director
Christopher Dickinson

Director
Farouq Sheikh

Ashurst LLP

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

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Director

Christopher Dickinson

Director

Farouq Sheikh

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

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Ashurst LLP

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

Director

Christopher Dickinson

Director

Farouq Sheikh

Security Agent

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

)
)
) Signature



Authorised Signatory
Philip Hargreaves

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

Email: tmg@glas.agency

Telephone: +44 (0)20 3597 2940

Attention: Transaction Management
Group (Project Amalfi)