



Registration of a Charge

Company Name: **CAMBIAN CHILDCARE PROPERTIES LIMITED**

Company Number: **05274924**



Received for filing in Electronic Format on the: **23/03/2023**

XBZVN9JC

Details of Charge

Date of creation: **23/03/2023**

Charge code: **0527 4924 0052**

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

Brief description: **THE PROPERTY (AS SPECIFIED AND DEFINED IN THE INSTRUMENT) INCLUDING (I) LEASEHOLD PROPERTY BEING ROWTON BANK COTTAGE, ROWTON, HALFWAY HOUSE, SHREWSBURY (SY5 9EN) WITH TITLE NUMBER SL107038 AND (II) LEASEHOLD PROPERTY BEING BRADFORD MILLS, BRADFORD ON TONE, TAUNTON (TA4 1EP) WITH TITLE NUMBER ST315769. FOR MORE DETAILS PLEASE REFER TO THE INSTRUMENT.**

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

Certified by:

SANDRA BANGA



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5274924

Charge code: 0527 4924 0052

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

Given at Companies House, Cardiff on 27th March 2023

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



Companies House



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

PROJECT AMALFI**Supplemental Legal Mortgage**

THIS DEED is made on 23 March 2023

BETWEEN:

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

WHEREAS:

- (A) This Deed is supplemental to a debenture dated 27 June 2022 between, among others, (1) Amalfi Cleanco Limited and Amalfi Bidco Limited as chargors and (2) the Security Agent as agent and trustee for the Secured Parties (as defined therein) (the "**Secured Parties**"), pursuant to which each original chargor charged all of its property, undertaking and assets to secure the Secured Obligations (the "**Principal Deed**") as acceded to by:
 - (i) a deed of accession and charge dated 20 December 2022 between (amongst others) each of the Chargors listed in part 1 (Phase 1 Chargors) of Schedule 1 (Chargors) (the "**Phase 1 Accession Deed**"); and
 - (ii) a deed of accession and charge dated 17 February 2023 between (amongst others) each of the Chargors listed in part 2 (Phase 2 Chargors) of Schedule 1 (Chargors) (the "**Phase 2 Accession Deed**", together with the Phase 1 Accession Deed, the "**Accession Deeds**").
- (B) Each Chargor owns the Land more particularly described opposite its name specified in Schedule 2 (*Property*) of this Deed (the "**Property**") and is entering into this Deed to charge the Property in favour of the Security Agent (acting as security agent and trustee for the Secured Parties).

THIS DEED WITNESSES as follows:

- 1. **DEFINITIONS AND INTERPRETATION**
- 1.1 **Supplemental legal mortgage:** all references to Deed of Accession and Charge in the Principal Deed shall be construed so as to include this supplemental legal mortgage.
- 1.2 **Incorporation:** Save as set out above, words or expressions defined in the Principal Deed and principles of interpretation provided for in the Principal Deed shall, unless the context otherwise requires or unless otherwise re-defined below, have the same meaning and shall apply (as the case may be) in this Deed.
- 1.3 **Additional definitions:** In this Deed:

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

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

1.5 **Third party rights:**

- (a) **Directly enforceable rights:** Pursuant to the Contracts (Rights of Third Parties) Act 1999 the provisions of Clause 8.3 (*Sums recoverable*) shall be directly enforceable by any nominee or Receiver.
- (b) **Exclusion of Contracts (Rights of Third Parties) Act 1999:** Save as otherwise expressly provided for, no person other than a Party shall have any right by virtue of either the Contracts (Rights of Third Parties) Act 1999 or any other provision of English law under which rights might accrue to persons other than a Party, to enforce any term (express or implied) of this Deed.
- (c) **Rights of the Parties to vary:** The Parties may by agreement vary any term of this Deed (including this Clause 1.5) without the necessity of obtaining any consent from any other person.

2. **COVENANT TO PAY**

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

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

3. **CREATION OF SECURITY**

3.1 **Legal mortgage:** Each Chargor, with full title guarantee, as security for the payment or discharge of all Secured Obligations, charges in favour of the Security Agent (as trustee for the Secured Parties) by way of legal mortgage, all of its Property.

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

- (a) all interests and rights in or relating to the Property or in the proceeds of sale of the Property now or in the future belonging to it;
- (b) all plant and machinery now or in the future attached to any Property; and
- (c) 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 the Property,

(together, the **"Related Rights"**).

4. **INCORPORATION OF PROVISIONS**

All of the covenants, provisions and powers contained in or subsisting under the Principal Deed shall be applicable for securing all of the moneys and liabilities hereby secured and for defining and enforcing the rights of the Parties under this Deed as if such covenants, provisions and powers had been set out in full in this Deed, with the appropriate changes having been made.

5. **NEGATIVE PLEDGE**

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

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

6. **RIGHT OF APPROPRIATION**

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

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

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

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

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

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

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

7. APPLICATION TO HM LAND REGISTRY

Each Chargor:

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

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [date] in favour of [Chargee] referred to on the charges register or their conveyancer."; and
 - (iv) a form CH2 (*application to enter an obligation to make further advances*); and
- (b) covenants to submit an application to the appropriate Land Registry for the first registration of any unregistered Property at its own expense, immediately following its execution of this Deed.

8. POWER OF ATTORNEY

- 8.1 **Appointment of attorney:** Each Chargor, by way of security and to more fully secure the performance of its obligations under this Deed, hereby irrevocably appoints the Security Agent and separately any nominee and/or and any Receiver, to be its attorney (with full power to appoint substitutes and to delegate) with power in its name and on its behalf, and as its act and deed or otherwise (whether or not a Receiver or administrator has been appointed) to:
 - (a) do anything which any Chargor is obliged to do (but has not done within 5 Business Days of being notified by the Security Agent of such failure and being requested to comply) in accordance with this Deed, including to execute and deliver and otherwise perfect any agreement, assurance, deed, instrument or document;
 - (b) following the occurrence of a Declared Default which is continuing, enable the Security Agent, any such nominee and/or Receiver to exercise (or to delegate) all or any of the rights conferred on it by this Deed or by statute in relation to this Deed or the Assets charged, or purported to be charged, by it.
- 8.2 **Ratification:** Each Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this clause.
- 8.3 **Sums recoverable:** All sums expended by the Security Agent, any nominee and/or any Receiver under this clause shall be recoverable from any Chargor under Clause 22 (*Costs and Expenses*) and Clause 23 (*Other Indemnities*) of the Intercreditor Agreement.

9. **LAW OF PROPERTY (MISCELLANEOUS PROVISIONS) ACT 1989**

The terms of any other agreement, document or side letter between the parties to this Deed are incorporated to the extent required for the purported disposition of the Property contained in this Deed to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

10. **NOTICES**

(a) All notices or demands to be given or made pursuant to this Deed shall be given or made in the manner set out in Clause 32 (*Notices*) of the Principal Deed.

(b) Each Chargor's address for service is as follows:

Address: its registered address from time to time

Attention: Christopher Dickinson

Email: [REDACTED]

11. **CONTINUATION**

(a) Each of the Principal Deed and the Accession Deeds will remain in full force and effect as supplemented by this Deed. From the date of this Deed, the Principal Deed, the Accession Deeds and this Deed shall be read and construed together.

(b) This security is to be in addition to and shall neither be merged in nor in any way exclude or prejudice or be affected by any other security or right which the Security Agent and/or any other Secured Party may now or after the date of this deed hold for any of the Secured Obligations.

12. **TACKING**

Each Secured Party shall comply with its obligations under the Facilities Agreement (including any obligation to make available further advances).

13. **COUNTERPARTS**

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

14. **GOVERNING LAW**

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

15. **ENFORCEMENT**

(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 15 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.

16. FINANCE DOCUMENT

This Deed is a Finance Document.

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

Schedule 1**The Chargors****Part 1 - Phase 1 Chargors**

Name of Chargor	Registered Number
Cambian Childcare Properties Limited	05274924
Cambian Heritage II Limited	03898254
Cambian SignPost Limited	06253729
CareTech Community Services Limited	02804415
Interact Care Limited	04822716

Part 2 - Phase 2 Chargors

Name of Chargor	Registered Number
CareTech Estates (No 3) Limited	06518491
CareTech Estates (No. 5) Limited	07027116
CareTech Estates (No 7) Limited	08628141
Mason Property Development Company Limited	04308273

Schedule 2**Property**

	Name of Chargor	Property Description
1.	Cambian Childcare Properties Limited	The leasehold property being comprised in a lease dated 17 March 2023 made between (1) Just Retirement Limited (2) Cambian Childcare Properties Limited and (3) CareTech Holdings Limited granted out of the freehold property being Rowton Bank Cottage, Rowton, Halfway House, Shrewsbury (SY5 9EN) registered at HM Land Registry with title number SL107038
2.	CareTech Estates (No 3) Limited	The leasehold property being comprised in a lease dated 17 March 2023 made between (1) Just Retirement Limited (2) CareTech Estates (No 3) Limited and (3) CareTech Holdings Limited granted out of the freehold property being Holm Lodge Bungalow, Lewes Road, Ringmer, Lewes (BN8 5ES) registered at HM Land Registry with title number ESX209069
3.	CareTech Community Services Limited	The leasehold property being comprised in a lease dated 17 March 2023 made between (1) Just Retirement Limited (2) CareTech Community Services Limited and (3) CareTech Holdings Limited granted out of the freehold property being Pant Glas Ucha, Bontuchel, Ruthin (LL15 2BP) registered at HM Land Registry with title number CYM268449 and land and buildings at Pant Glas Uchaf, Bontuchel, Ruthin (LL15 2BP) registered at HM Land Registry with title number WA980293
4.	Cambian Childcare Properties Limited	The leasehold property being comprised in a lease dated 17 March 2023 made between (1) Just Retirement Limited (2) Cambian Childcare Properties Limited and (3) CareTech Holdings Limited granted out of the freehold property being Bradford Mills, Bradford on Tone, Taunton (TA4 1EP) registered at HM Land Registry with title number ST315769
5.	Mason Property Development Company Limited	The leasehold property being comprised in a lease dated 17 March 2023 made between (1) Just Retirement Limited (2) Mason Property Development Company Limited and (3) CareTech Holdings Limited granted out of the freehold property being Branas Isaf, Llandrillo, Corwen (LL21 0TA) registered at HM Land Registry with title number WA538323 and Land adjoining Branas Isaf, Llandrillo, Corwen registered at HM Land Registry with title number WA739057
6.	Cambian SignPost Limited	The leasehold property being comprised in a lease dated 17 March 2023 made between (1) Just Retirement Limited (2) Cambian SignPost Limited and (3) CareTech Holdings Limited granted out of the freehold property being Clearbury, Burlescombe, Tiverton (EX16 7JU) registered at HM Land Registry with title number DN257668

7.	Mason Property Development Company Limited	The leasehold property being comprised in a lease dated 17 March 2023 made between (1) Just Retirement Limited (2) Mason Property Development Company Limited and (3) CareTech Holdings Limited granted out of the freehold property being Dewis Cyfarfod, Llandderfel, Bala (LL23 7DR) registered at HM Land Registry with title number CYM145427 and Cyscod Cyfarfod, Llanfor, Bala (LL23 7DR) registered at HM Land Registry with title number WA691005
8.	Interact Care Limited	The leasehold property being comprised in a lease dated 17 March 2023 made between (1) Just Retirement Limited (2) Interact Care Limited and (3) CareTech Holdings Limited granted out of the freehold property being Derwent Dene Lodge, Shotley Bridge, Consett (DH8 9TE) registered at HM Land Registry with title number ND140136
9.	Cambian Childcare Properties Limited	The leasehold property being comprised in a lease dated 17 March 2023 made between (1) Just Retirement Limited (2) Cambian Childcare Properties Limited and (3) CareTech Holdings Limited granted out of the freehold property being 21 Potton Road, Everton, Sandy (SG19 2LD) registered at HM Land Registry with title number BD117333
10.	Cambian Heritage II Limited	The leasehold property being comprised in a lease dated 17 March 2023 made between (1) Just Retirement Limited (2) Cambian Heritage II Limited and (3) CareTech Holdings Limited granted out of the freehold property being Grindon, Chapel Hill, Uffculme, Cullompton (EX15 3AQ) registered at HM Land Registry with title number DN436598
11.	CareTech Estates (No. 5) Limited	The leasehold property being comprised in a lease dated 17 March 2023 made between (1) Just Retirement Limited (2) CareTech Estates (No. 5) Limited and (3) CareTech Holdings Limited granted out of the freehold property being 262 Bowerham Road, Lancaster (LA1 4LR) registered at HM Land Registry with title number LA714049
12.	Cambian Childcare Properties Limited	The leasehold property being comprised in a lease dated 17 March 2023 made between (1) Just Retirement Limited (2) Cambian Childcare Properties Limited and (3) CareTech Holdings Limited granted out of the freehold property being The Old Barn, Dalton Lane, Halsham (HU12 0DG) registered at HM Land Registry with title number YEA41287, Holly Tree House, Dalton Lane, Halsham, Kington upon Hull (HU12 0DG) registered at HM Land Registry with title number YEA39433, land on the east side of Dalton Lane, Halsham (HU12 0DG) registered at HM Land Registry with title number YEA37198
13.	Cambian Childcare Properties Limited	The leasehold property being comprised in a lease dated 17 March 2023 made between (1) Just Retirement Limited (2) Cambian Childcare Properties Limited and (3) CareTech Holdings Limited granted out of the freehold property being 49

		Hoxton Road, Torquay (TQ1 1NY) registered at HM Land Registry with title number DN76517
14.	Cambian Childcare Properties Limited	The leasehold property being comprised in a lease dated 17 March 2023 made between (1) Just Retirement Limited (2) Cambian Childcare Properties Limited and (3) CareTech Holdings Limited granted out of the freehold property being Lewin, Shepherd Lane, Thurnscoe, Rotherham (S63 0JS) registered at HM Land Registry with title number SYK135077
15.	Interact Care Limited	The leasehold property being comprised in a lease dated 17 March 2023 made between (1) Just Retirement Limited (2) Interact Care Limited and (3) CareTech Holdings Limited granted out of the freehold property being 28 Consett Road, Consett (DH8 9QL) registered at HM Land Registry with title number DU265877 and Land adjoining The Lilacs, 28 Consett Road, Castleside registered at HM Land Registry with title number DU275408
16.	CareTech Community Services Limited	The leasehold property being comprised in a lease dated 17 March 2023 made between (1) Just Retirement Limited (2) CareTech Community Services Limited and (3) CareTech Holdings Limited granted out of the freehold property being Hazel Court, Llanwern, Newport, (NP18 2DS) registered at HM Land Registry with title number CYM90086
17.	Mason Property Development Company Limited	The leasehold property being comprised in a lease dated 17 March 2023 made between (1) Just Retirement Limited (2) Mason Property Development Company Limited and (3) CareTech Holdings Limited granted out of the freehold property being Maes Brith Cottage, Corwen (LL21 0ES) registered at HM Land Registry with title number CYM156700 and land adjoining Maes Brith Cottages, Corwen registered at HM Land Registry with title number CYM155285
18.	CareTech Estates (No 7) Limited	The leasehold property being comprised in a lease dated 17 March 2023 made between (1) Just Retirement Limited (2) CareTech Estates (No 7) Limited and (3) CareTech Holdings Limited granted out of the freehold property being Magnolia House, Cripple Street, Maidstone (ME15 6BA) registered at HM Land Registry with title number K68659
19.	Cambian Childcare Properties Limited	The leasehold property being comprised in a lease dated 17 March 2023 made between (1) Just Retirement Limited (2) Cambian Childcare Properties Limited and (3) CareTech Holdings Limited granted out of the freehold property being 29 Main Street, Farcet, Peterborough (PE7 3AN) registered at HM Land Registry with title number CB244740
20.	Cambian Childcare Properties Limited	The leasehold property being comprised in a lease dated 17 March 2023 made between (1) Just Retirement Limited (2) Cambian Childcare Properties Limited and (3) CareTech Holdings Limited granted out of the freehold property being

		271 Clifton Drive South, Lytham St Annes (FY8 1HW) registered at HM Land Registry with title number LA670009
21.	Cambian Childcare Properties Limited	The leasehold property being comprised in a lease dated 17 March 2023 made between (1) Just Retirement Limited (2) Cambian Childcare Properties Limited and (3) CareTech Holdings Limited granted out of the freehold property being Mill House, The Street, Takeley, Bishop's Stortford (CM22 6QR) registered at HM Land Registry with title number EX754495
22.	Cambian Childcare Properties Limited	The leasehold property being comprised in a lease dated 17 March 2023 made between (1) Just Retirement Limited (2) Cambian Childcare Properties Limited and (3) CareTech Holdings Limited granted out of the freehold property being Parkwood, Horse Close Lane, Trimdon Colliery, Trimdon Station (TS29 6LS) registered at HM Land Registry with title number DU85049
23.	Cambian Childcare Properties Limited	The leasehold property being comprised in a lease dated 17 March 2023 made between (1) Just Retirement Limited (2) Cambian Childcare Properties Limited and (3) CareTech Holdings Limited granted out of the freehold property being Ponderosa, Moss Road, Moss, Doncaster (DN6 0HN) registered at HM Land Registry with title number SYK528202
24.	CareTech Estates (No 7) Limited	The leasehold property being comprised in a lease dated 17 March 2023 made between (1) Just Retirement Limited (2) CareTech Estates (No 7) Limited and (3) CareTech Holdings Limited granted out of the freehold property being 22 Prices Avenue, Margate (CT9 2NT) registered at HM Land Registry with title number K442397
25.	Cambian Childcare Properties Limited	The leasehold property being comprised in a lease dated 17 March 2023 made between (1) Just Retirement Limited (2) Cambian Childcare Properties Limited and (3) CareTech Holdings Limited granted out of the freehold property being 10 Southbourne Avenue, Birmingham (B34 6AJ) registered at HM Land Registry with title number WM116933
26.	Cambian Childcare Properties Limited	The leasehold property being comprised in a lease dated 17 March 2023 made between (1) Just Retirement Limited (2) Cambian Childcare Properties Limited and (3) CareTech Holdings Limited granted out of the freehold property being 99a Chapnall Road, Wisbech (PE13 3TU) registered at HM Land Registry with title number NK155817
27.	CareTech Community Services Limited	The leasehold property being comprised in a lease dated 17 March 2023 made between (1) Just Retirement Limited (2) CareTech Community Services Limited and (3) CareTech Holdings Limited granted out of the freehold property being Thorngarth House, Ingleton (LA6 3HN) registered at HM Land Registry with title number NYK50556 and Car Parking Spaces adjoining Thorngarth Guest House, New Road, Ingleton,

		Carnforth registered at HM Land Registry with title number NYK272910
28.	CareTech Community Services Limited	The leasehold property being comprised in a lease dated 17 March 2023 made between (1) Just Retirement Limited (2) CareTech Community Services Limited and (3) CareTech Holdings Limited granted out of the freehold property being 19 Wheelwright Road, Birmingham (B24 8PA) registered at HM Land Registry with title number WM338332
29.	CareTech Estates (No 7) Limited	The leasehold property being comprised in a lease dated 17 March 2023 made between (1) Just Retirement Limited (2) CareTech Estates (No 7) Limited and (3) CareTech Holdings Limited granted out of the freehold property being 100 Woodcote Grove Road, Coulsdon (CR5 2AF) registered at HM Land Registry with title number SGL610159

EXECUTION PAGES

SECURITY AGENT

GLAS TRUST CORPORATION LIMITED

By:



Name: Emma Batchelor

Title: Transaction Manager

THE PARENT

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

)	
)	
)	
Director	
		Christopher Dickinson
Director	
		Farouq Sheikh

THE CHARGORS



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

Executed as a deed by)
CAMBIAN HERITAGE II LIMITED)
acting by two directors:)
Director .. [Redacted]
Christopher Dickinson
Director ... [Redacted]
Farouq Sheikh

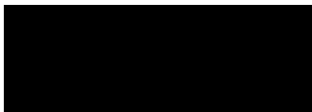
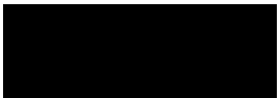
Executed as a deed by)
CAMBIAN SIGNPOST LIMITED acting by two)
directors:)
Director [Redacted]
Christopher Dickinson
Director [Redacted]
Farouq Sheikh

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


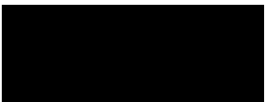
Executed as a deed by
CARETECH ESTATES (NO 3) LIMITED
acting by two directors:

)
)
)
Director 
Christopher Dickinson
Director 
Farouq Sheikh

Executed as a deed by
CARETECH ESTATES (NO. 5) LIMITED
acting by two directors:

)
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Director 
Christopher Dickinson
Director 
Farouq Sheikh

Executed as a deed by
CARETECH ESTATES (NO 7) LIMITED
acting by two directors:

)
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)
Director 
Christopher Dickinson
Director 
Farouq Sheikh

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

)
)
)
Director 
Christopher Dickinson
Director 
Farouq Sheikh

Executed as a deed by)
MASON PROPERTY DEVELOPMENT COMPANY)
LIMITED)
acting by two directors:

Director 
Christopher Dickinson

Director 
Farouq Sheikh