

MR01

Particulars of a charge

104150/403

Laserform

A fee is payable with this form.  
Please see 'How to pay' on the  
last page

You can use the WebFiling service to file this form online  
Please go to [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

✓ **What this form is for**  
You may use this form to register  
a charge created or evidenced by  
an instrument

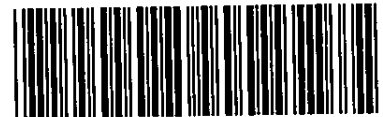
✗ **What this form is NOT for**  
You may not use this form to  
register a charge where there is no  
instrument Use form MR08

For further information, please  
refer to our guidance at  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery



You **must** enclose a certified copy of the instrument with this form. It must be scanned and placed on the public record. **Do not send the original.**



\*A44FL4BM\*

A04

01/04/2015

#261

COMPANIES HOUSE

WEDNESDAY

1

Company details

Company number 0 8 9 2 9 3 7 1

Company name in full CAMBIAN GROUP PLC

For official use

→ **Filling in this form**  
Please complete in typescript or in  
bold black capitals

All fields are mandatory unless  
specified or indicated by \*

2

Charge creation date

Charge creation date d 2 d 6 m 0 m 3 y 2 y 0 y 1 y 5

3

Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees  
entitled to the charge

Name SANTANDER UK PLC

Name

Name

Name

If there are more than four names, please supply any four of these names then  
tick the statement below

☐ I confirm that there are more than four persons, security agents or  
trustees entitled to the charge

MR01

Particulars of a charge

4

**Brief description**

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

N/A

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5

**Other charge or fixed security**

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

6

**Floating charge**

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☒ Yes Continue

☐ No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the company?

☒ Yes

7

**Negative Pledge**

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

8

**Trustee statement <sup>1</sup>**

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

<sup>1</sup> This statement may be filed after the registration of the charge (use form MR06)

9

**Signature**

Please sign the form here

Signature

Signature

X DUA PIPER UK LLP X

This form must be signed by a person with an interest in the charge

# MR01

## Particulars of a charge



### Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name DENISE PHILLIPS

Company name DLA Piper UK LLP

Address 3 Noble Street

London

Post town

County/Region

Postcode E C 2 V 7 E E

Country

DX DX: 33866 Finsbury Square

Telephone 0207 796 6302



### Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



### Checklist

**We may return forms completed incorrectly or with information missing**

**Please make sure you have remembered the following:**

- ☐ The company name and number match the information held on the public Register
- ☐ You have included a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



### Important information

**Please note that all information on this form will appear on the public record**



### How to pay

**A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper**

Make cheques or postal orders payable to 'Companies House'



### Where to send

**You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:**

#### For companies registered in England and Wales:

The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

#### For companies registered in Scotland

The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post)

#### For companies registered in Northern Ireland:

The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG  
DX 481 N R Belfast 1



### Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

**This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)**



FILE COPY

## CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8929371

Charge code: 0892 9371 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 26th March 2015 and created by CAMBIAN GROUP PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st April 2015.

Given at Companies House, Cardiff on 13th April 2015



Companies House



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

DATED

26

MARCH 2015

(1) THE COMPANIES NAMED IN THIS DEED  
as Original Chargors

- and -

(2) SANTANDER UK PLC  
as Security Agent

## GROUP DEBENTURE

*This Debenture is subject to and has the benefit of a Subordination Deed dated 31 March 2014 and made between, among others, (1) certain of the Original Chargors, (2) the Security Agent and (3) the Finance Parties (as each such term is defined in this Deed).*



I CERTIFY THAT SAVE FOR MATERIAL REDACTED  
PURSUANT TO s859G OF THE COMPANIES ACT 2006,  
THIS IS A TRUE COMPLETE AND CORRECT COPY  
OF THE ORIGINAL INSTRUMENT

DATE 31.03.2015

SIGNED DLA PIPER UK LLP  
DLA PIPER UK LLP

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THIS DEBENTURE is made on

26 MARCH 2015

BETWEEN:

- (1) THE COMPANIES LISTED IN SCHEDULE 1 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 2015 Amendment and Restatement Agreement (as defined below)
- B It is a condition precedent to the 2015 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:

"2015 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 each:

- (a) Collection Account, and
- (b) 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 securities (if any) specified in part 2 of schedule 2 (*Details of Security Assets*), and
- (b) all other stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or "*investments*" (as defined in part II of schedule II to the Financial Services and Markets Act 2000 as in force at the date of this Deed) now or in future owned (legally or beneficially) by a Chargor or held by a nominee, trustee, fiduciary or clearance system on its behalf or in which such Chargor has an interest at any time,

**"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 4(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 3 (*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 31 March 2014, as supplemented and amended from time to time, and
- (b) 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 Chargers 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 as amended and restated on or about the date of this Deed pursuant to the 2015 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;

**"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 5 of schedule 2 (*Details of Security Assets*), but excluding such policies of insurance to the extent that they relate to third party liabilities,

**"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

- (a) 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
- (b) 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*),

**"Party"** means a party to this Deed;

**"Real Property"** means all estates and interests in freehold, leasehold and other immovable property (wherever situated) now or in future belonging to any Chargor, or in which any Chargor has an interest at any time (including the registered and unregistered land (if any) in England and Wales specified in part 1 of schedule 2 (*Details of Security Assets*)), 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 Charged Securities:

- (a) all dividends, distributions and other income paid or payable on the relevant Charged Securities or on any asset referred to in paragraph (b) of this definition; and
- (b) all rights, monies or property accruing or offered at any time in relation to such Charged 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,

**"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) 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);

**"Secured Parties"** has the meaning given to that term in the Subordination Deed,

**"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, and

**"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.

## 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) "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
  - (iii) "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) 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.
- (d) 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.
- (e) 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.
- (f) 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**

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.

**1.6 Third party rights**

Save as 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 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 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.

**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 charges and agrees to charge 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:
  - (i) the Real Property (if any) specified in part 1 of schedule 2 (*Details of Security Assets*),
  - (ii) all other Real Property (if any) and all interests in Real Property not charged by clause 4.1(a)(i);
- (b) by way of first fixed charge:
  - (i) all other Real Property and all interests in Real Property not charged by clause 4.1(a),
  - (ii) all licences to enter upon or use land and the benefit of all other agreements relating to land, and
  - (iii) the proceeds of sale of all Real Property,
- (c) by way of first fixed charge all plant and machinery (not charged by clause 4.1(a)) and the benefit of all contracts, licences and warranties relating to the same,
- (d) by way of first fixed charge
  - (i) all computers, vehicles, office equipment and other equipment (not charged by clause 4.1(c)), 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,

(e) by way of first fixed charge.

(i) the Charged Securities (if any) referred to in part 2 of schedule 2 (*Details of Security Assets*), and

(ii) all other Charged Securities (not charged by clause 4.1(e)(i)),

in each case, together with (A) all Related Rights from time to time accruing to those Charged 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 Charged Investments,

(f) by way of first fixed charge

(i) the Collection Accounts and all monies at any time standing to the credit of the Collection Accounts; and

(ii) all other accounts of such Chargor with any bank, financial institution or other person at any time (not charged by clause 4.1(f)(i)) 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;

(g) by way of first fixed charge.

(i) the Intellectual Property (if any) specified in part 4 of schedule 2 (*Details of Security Assets*); and

(ii) all other Intellectual Property (if any) (not charged by clause 4.1(g)(i));

(h) 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,

(i) 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

(j) 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) each Relevant Contract, all rights and remedies in connection with each Relevant Contract and all proceeds and claims arising from them,
- (ii) all Insurances and all claims under the Insurances and all proceeds of 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

- (a) Within five Business Days of the execution of any By the Bridge Acquisition Document each Chargor shall, in respect of each By the Bridge Acquisition Document to which it is a party, deliver a duly completed notice of assignment to each other party to that document, and use its reasonable endeavours to procure that each such party executes and delivers to the Security Agent an acknowledgement, in each case in the respective forms set out in schedule 4 (*Form of notice to and acknowledgement by party to Relevant Contract*) or in such other form as the Security Agent shall agree,
- (b) No later than five Business Days after request by the Security Agent (and the Security Agent shall not so request to the extent that equivalent notices have previously been served under either of the Existing Debentures unless a Declared Default has occurred and the Security Agent is intending to enforce under this Deed) each Chargor shall
  - (i) in respect of each of its Insurances, deliver a duly completed notice of assignment to the provider of each such Insurance and shall use its reasonable endeavours to procure that each such person executes and delivers to the Security Agent an acknowledgement, in each case in the respective forms set out in schedule 5 (*Form of notice to and acknowledgement by insurers*),
  - (ii) in respect of each Hedging Agreement and each Woodleigh Acquisition Document (to the extent that such Chargor is a party to the relevant document), deliver a duly completed notice of assignment to each other party to that document and shall use its reasonable endeavours to procure that each such party executes and delivers to the Security Agent an acknowledgement, in each case in the form set out in schedule 4 (*Form of notice to and acknowledgement by party to Relevant Contract*); and
  - (iii) in respect of its Charged Accounts, deliver a duly completed notice to the Account Bank and use its reasonable endeavours 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 shall agree.

#### **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.

#### **5. FLOATING CHARGE**

Each Chargor charges and agrees to charge by way of first floating charge 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, over all or any of the assets of such Chargor specified in the notice; or
- (b) 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)

##### **6.2 Small companies**

The floating charge created under this Deed by any Chargor shall not convert into a fixed charge solely by reason of a moratorium being obtained under the Insolvency Act 2000 (or anything done with a view to obtaining such a moratorium) in respect of such Chargor

##### **6.3 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:
  - (i) such Chargor creates (or attempts or purports to create) any Security (other than a Permitted Security or Transaction Security) on or over the relevant Security Asset without the prior written consent of the Security Agent, or

- (ii) any third party levies or attempts to levy any distress, execution, attachment or other legal process against any such Security Asset to the extent such action constitutes an Event of Default; and
- (b) over all Security Assets of a Chargor which are subject to a floating charge if an administrator is appointed in respect of such Chargor or the Security Agent receives notice of intention to appoint such an administrator (as contemplated by the Insolvency Act 1986)

#### **6.4 Scottish property**

Clause 6.3 (*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

#### **6.5 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

### **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 other right, remedy, guarantee or Security which the Security Agent and/or any other Secured Party may at any time hold for any Secured Obligation.

#### **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 representations and warranties set out in this clause 10 to the Security Agent and to each other Secured Party on the date of this Deed

### **10.2 Ownership of Security Assets**

Each Original Chargor is the sole legal and beneficial owner of all of the Security Assets identified against its name in schedule 2 (*Details of Security Assets*)

### **10.3 Charged Securities**

The Charged Securities listed in part 2 of schedule 2 (*Details of Security Assets*) are fully paid and constitute the entire share capital owned by each Original Chargor in the relevant company and constitute the entire share capital of each such company.

### **10.4 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 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)

### **11.2 Real Property undertakings - acquisitions and notices to the Land Registry**

- (a) Promptly following the occurrence of an Event of Default which is continuing, each Chargor shall, in respect of any Real Property (including any which is acquired by it after the date of this Deed), the title to which is registered at the Land Registry or the title to which is required to be so registered:
  - (i) give the Land Registry written notice of this Deed; and

- (ii) procure that notice of this Deed is clearly noted in the Register to each such title
- (b) Without prejudice to the generality of clause 20.2 (*Finance Documents*) and subject to clause 11.2(a) and clause 24.3 (*Land Registry*) no Chargor will be required to register this Deed at the Land Registry in respect of any Real Property.

### 11.3 Insurance

- (a) If at any time any Chargor defaults in effecting or keeping up the insurances required under the Facilities Agreement and 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

### 11.4 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.

#### **11.5 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

#### **11.6 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 11.6, 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

#### **11.7 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, the Security Agent may complete the instrument(s) of transfer for all or any Charged Securities on behalf of any Chargor in favour of itself or such other person as it may select
- (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

## **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 prior to a Declared Default that failure is not remedied within 21 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 upon the occurrence of a Declared Default

### **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**

- (a) 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)
  - (i) 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
  - (ii) appoint or apply for the appointment of any person who is appropriately qualified as administrator of a Chargor, and/or
  - (iii) 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
  - (iv) 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.
- (b) The Security Agent is not entitled to appoint a Receiver in respect of any Security Assets of any Chargor which are subject to a charge which (as created) was a floating charge solely by reason of a moratorium being obtained under the Insolvency Act 2000 (or anything done with a view to obtaining such a moratorium) in respect of such Chargor



#### **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**

- (a) 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.
- (b) To the extent that the Security Assets constitute "*financial collateral*" and this Deed and the obligations of the Chargors under this Deed constitute a "*security financial collateral arrangement*" (in each case for the purpose of and as defined in the Financial Collateral Arrangements (No 2) Regulations 2003 (SI 2003 No. 3226)) each Receiver and the Security Agent shall have the right after the Debenture Security has become enforceable to appropriate all or any part of that financial collateral in or towards the satisfaction of the Secured Obligations
- (c) For the purpose of clause 14.5(b), the value of the financial collateral appropriated shall be such amount as the Receiver or Security Agent reasonably determines having taken into account advice obtained by it from an independent investment or accountancy firm of national standing selected by it

#### **14.6 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.

#### **14.7 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, and
- (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

## **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 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 Accession Deed**

Each Chargor

- (a) consents to new Subsidiaries of the Company becoming Chargors as contemplated by the Finance Documents; and
- (b) 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

## **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 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) If so instructed by the Security Agent, promptly following the occurrence of an Event of Default which is continuing, each Chargor shall apply to the Chief Land Registrar (and consents to such an application being made by or on behalf of the Security Agent) for a restriction in the following terms to be entered on the Register of Title relating to any property registered at the Land Registry (or any unregistered land subject to first registration) and against which this Deed may be noted.

*"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 [ ♦ ] March 2015 in favour of [ ♦ ] referred to in the charges register or their conveyance"*

- (b) 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.
- (c) 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
- (d) 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 of the Facilities Agreement (*Notices*) (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 Chargers 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 Chargers, 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 Chargers 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. THIRD PARTY RIGHTS**

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

**34. ENFORCEMENT**

**34.1 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
Cambian Group PLC	08929371	4th Floor, Waterfront Building, Chancellors Road, Hammersmith Embankment, London, W6 9RU
Cambian Group Holdings I Limited	08929407	4th Floor, Waterfront Building, Chancellors Road, Hammersmith Embankment, London, W6 9RU
Cambian Group Holdings II Limited	08929414	4th Floor, Waterfront Building, Chancellors Road, Hammersmith Embankment, London, W6 9RU
Cambian Childcare Limited	4280519	3 Bunhill Row, London, England EC1Y 8YZ
Cambian Childcare Properties Limited	5274924	3 Bunhill Row, London, England EC1Y 8YZ
Advanced Childcare Services Limited	7559570	3 Bunhill Row, London, England EC1Y 8YZ
Cambian Healthcare Limited	3977299	3 Bunhill Row, London, England EC1Y 8YZ
Cambian Education Services Limited	5554772	3 Bunhill Row, London, England EC1Y 8YZ
Cambian Properties (UK ) Limited	5554819	3 Bunhill Row, London, England EC1Y 8YZ
Cambian Heritage I Limited	5150238	3 Bunhill Row, London, England EC1Y 8YZ
Cambian Heritage II Limited	3898254	3 Bunhill Row, London, England EC1Y 8YZ
Cambian Care Services Limited	2683377	3 Bunhill Row, London, England EC1Y 8YZ
Cambian Autism Services Limited	3449214	3 Bunhill Row, London, England EC1Y 8YZ
Cambian Asperger Syndrome Services Limited	4117476	3 Bunhill Row, London, England EC1Y 8YZ

Company name	Registered number	Registered office
Care Aspirations Developments Limited	7047184	3 Bunhill Row, London, England EC1Y 8YZ
Care Aspirations Properties Limited	6667473	3 Bunhill Row, London, England EC1Y 8YZ
Cambian Learning Disabilities Limited	2111989	3 Bunhill Row, London, England EC1Y 8YZ
Cambian Learning Disabilities Services Limited	7139601	3 Bunhill Row, London, England EC1Y 8YZ
Cambian Whinfield School Limited	4617562	3 Bunhill Row, London, England EC1Y 8YZ
Cambian Signpost Limited	6253729	3 Bunhill Row, London, England EC1Y 8YZ
Cambian Signpost Care Services Limited	7028864	3 Bunhill Row, London, England EC1Y 8YZ
Cambian Learning Disabilities Midlands Limited	2626319	3 Bunhill Row, London, England EC1Y 8YZ
Cambian St Paul's Limited	3921792	3 Bunhill Row, London, England EC1Y 8YZ
Advanced Childcare Group Limited	107672	9 Burrard Street, St Helier, Jersey JE4 5UE
Cambian Holdings Limited	87312	9 Burrard Street, St Helier, Jersey JE4 5UE
Cambian Properties Limited	87313	9 Burrard Street, St Helier, Jersey JE4 5UE
Cambian Properties II Limited	91131	9 Burrard Street, St Helier, Jersey JE4 5UE
Cambian Developments II Limited	104724	9 Burrard Street, St Helier, Jersey JE4 5UE
Care Aspirations Holdings Limited	101522	9 Burrard Street, St Helier, Jersey JE4 5UE
Cambian Healthcare Properties Limited	09357857	4th Floor, Waterfront Building, Hammersmith Embankment, Chancellors Road, London, W6 9RU
Isand Limited	05276369	4th Floor, Waterfront Building, Hammersmith Embankment, Chancellors Road, London, W6 9RU

Company name	Registered number	Registered office
Isand (Domiciliary Care) Limited	07705437	4th Floor, Waterfront Building, Hammersmith Embankment, Chancellors Road, London, W6 9RU
Short Ground Limited	06846986	4th Floor, Waterfront Building, Hammersmith Embankment, Chancellors Road, London, W6 9RU
Relativeto Limited	08167401	4th Floor, Waterfront Building, Hammersmith Embankment, Chancellors Road, London, W6 9RU
Everycorner Limited	08501568	4th Floor, Waterfront Building, Hammersmith Embankment, Chancellors Road, London, W6 9RU
Caireach Limited	05276348	4th Floor, Waterfront Building, Hammersmith Embankment, Chancellors Road, London, W6 9RU
Cambrian FS Limited	9501886	4th Floor, Waterfront Building, Hammersmith Embankment, Chancellors 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	DT41534	Cambian Heritage II Limited
4	The Wing Centre, 46 & 48 Stourcliffe Avenue, Bournemouth (Cambian Nightingale)	DT113534 DT84366	Cambian Heritage II Limited
5	The Wing Centre, 30 Milton Road, Bournemouth	DT42797	Cambian Heritage II Limited
6	The Wing Centre, 126 Richmond Park Road	DT339457	Cambian Heritage II Limited
7	Southlands School, Vickers Hill, Boldre, Lymington	HP242560 HP155636	Cambian Heritage II Limited
8	Grateley House School, Pond Lane, Grateley, Andover	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	DT264518	Cambian Heritage II Limited

	Description of Property	Title number(s)	Registered proprietor
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, Hampshire	HP439842	Cambian Heritage II Limited
17	Broughton House and College, Brant Broughton	LL261077 LL63024	Cambian Heritage II Limited
18	Broughton House and College Broughton House 12 High Street, Brant Broughton	LL96437	Cambian Heritage II Limited
19	Sutton 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 CYM252984	Cambian Healthcare Properties Limited
26	Sherwood House, Rufford Colliery Lane, Rainworth NG21 0ET Sherwood Lodge, Rufford	NT409642 NT409642	Cambian Healthcare Properties Limited



	Description of Property	Title number(s)	Registered proprietor
	Colliery Lane, Rainworth NG21 0ET		
27	St Telo 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, Derbyshire D55 3BJ	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	Shurebrook Fields (now known as The Fields) Spa Lane Woodhouse Sheffield South Yorkshire S13 7PG	SYK355580	Cambian St Paul's Limited

	Description of Property	Title number(s)	Registered proprietor
	Spa Sensations (now known as Sheffield Day Centre), Sheffield Spa Lane Woodhouse Sheffield South Yorkshire S13 7PG		
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 EX715350	Cambian St Paul's Limited
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 Turf 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

	Description of Property	Title number(s)	Registered proprietor
49	Shirebrook Views, 22 Wellington Street, Maflock DE4 3JP	DY410638	Cambian St Paul's 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 Lambeth Road, London SE1 7PW	TGL160909	Cambian Healthcare Properties Limited
56	Raglan House, Smethwick B66 3ND	WM367477 WM570055	Cambian Healthcare Properties Limited
57	Shirebrook Manor, Central Drive, Shirebrook NG20 8BA Shirebrook Mews, Central Drive, Shirebrook NG20 8BA	DY225070 DY447662	Cambian Learning Disabilities Midlands Limited
58	Shirebrook Priory (now known as Cambian Beeches), Retford Road, South Leveton, Retford DN22 0BY	NT200119	Cambian Learning Disabilities Midlands Limited
59	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
60	Spa Sensations - Long Eaton	DY408314	Cambian Learning Disabilities

	Description of Property	Title number(s)	Registered proprietor
	(now known as Long Eaton Day Centre), Milton Street, Long Eaton NG10 1DS		Midlands Limited
61	Aspens – Step Down (F15), (30 Shepherd Lane, Thurnscoe, Rotherham S63 0JS)	SYK135077	Cambian Healthcare Properties Limited
62	St Paul's (Joy Clare), Boxted Road, Mile End, Colchester (part of St Paul's Hospital, Boxted Road, Mile End, Colchester)	EX664321	Cambian St Paul's Limited
63	Appletree Care Home, Frederick Street North, Durham DH7 8NT	DU102168 DU148015	Cambian Healthcare Properties Limited
64	Pindar Oaks, Upper Sheffield Road, Barnsley S70 4PX	SYK286529	Cambian Healthcare Properties Limited
65	Southwick Park, Gloucester Road, Tewkesbury, Gloucestershire GL20 7DG	GR177583	Cambian Developments II Limited
66	121 Trent Valley Road, Penkhull, Stoke on Trent, Staffordshire ST4 5HN	SF227724	Cambian Healthcare Properties Limited
67	162-164 Streetly Road, Birmingham, B23 7BD (now known as Cambian Elms)	WM928519	Cambian St Paul's Limited
68	Florence Hammond House, 37 Broadway Avenue, Birmingham B9 5LY (now known as Cambian Cedars)	WM969676	Cambian St Paul's Limited
69	The White Hart, Whaddon Way, Bletchley MK3 7AB	BM192969	Cambian Healthcare Properties Limited
70	Clearbury, Burlescombe, Tiverton EX16 7JU	DN257668	Cambian Signpost Limited
71	Podsmead Court, 155 Podsmead Road, Gloucester GL1 5UA	GR356492	Cambian St Paul's Limited
72	110 – 112 Windermere Road, Kendal, Cumbria LA9 5EZ	CU193371	Cambian Whinfell School Limited
73	60 Shap Road, Kendal, Cumbria LA9 6DP	CU151536	Cambian Whinfell School Limited
74	Waldersey House, March Road, Friday Bridge, Wisbech PE14 0LP	CB315058	Cambian Heritage II Limited

	Description of Property	Title number(s)	Registered proprietor
75	Green Haven, Grout Street, West Bromwich B70 0HD	MM24349	Cambian Learning Disabilities Midlands Limited
76	Bryn Dedwydd, Chester Street, St Asaph LL17 0RE	CYM586359	Cambian Whinfell School Limited
77	Bryn Egwyl, Chester Street, St Asaph LL17 0RE	CYM580318	Cambian Whinfell School Limited
78	Pengwern Hall, Bodelwyddan Road, Rhuddlan, Rhyl LL18 5UH	CYM40039	Cambian Whinfell School Limited
79	Land adjoining Pengwern Hall, Bodelwyddan Road, Rhuddlan, Rhyl LL18 5UH	CYM129599	Cambian Whinfell School Limited
80	Land on the North-East Side of Bryn Dedwydd, Chester Street, St Asaph LL17 0RE	CYM599327	Cambian Whinfell School Limited
81	The Chalet, The Roe, St Asaph LL17 0LU	WA344116	Cambian Whinfell School Limited
82	Dilston College, Corbridge NE45 5RJ	ND161555	Cambian Whinfell School Limited
83	Ansel Clinic (formerly known as Baird House and Four Winds), Clifton Lane, Nottingham NG11 8NB	NT50051 and NT223331	Ansel Limited (company number 06486927)
84	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
85	94 Cleveland Road Crumpsall, Manchester M8 4QY	LA110065 GM114310	Cambian Childcare Properties Limited (Company No. 05274924)
86	232 Stafford Road Wolverhampton WV10 6JT	SF11434	Cambian Childcare Properties Limited (Company No 05274924)
87	2 Brooklands Parade Eastfield, Wolverhampton WV1 2NH	WM901630	Cambian Childcare Properties Limited (Company No 05274924)
88	1 Herbert Road, Smethwick B67 5DD	WM288402	Cambian Childcare Properties Limited (Company No 05274924)
89	1 Gordon Avenue, Levenshulme, Manchester M19 3WG	GM136868	Cambian Childcare Properties Limited (Company No 05274924)
90	9 Cedar Drive, Northfield,	WM754311	Cambian Childcare Properties Limited

	Description of Property	Title number(s)	Registered proprietor
	Birmingham B31 3PE		(Company No 05274924)
91	123 Fraser Street, Shaw, OL2 7XP	GM450568	Cambian Childcare Properties Limited (Company No 05274924)
92	25 Greenridge Road Handsworth, Birmingham B20 1JL	WK170478	Cambian Childcare Properties Limited (Company No 05274924)
93	10 Southbourne Avenue, Castle Bromwich, Birmingham B34 6AJ	WM116933	Cambian Childcare Properties Limited (Company No. 05274924)
94	68 Linden Road , Denton, Manchester M34 6EF	GM837646	Cambian Childcare Properties Limited (Company No. 05274924)
95	98 & 100 Birch Lane, Longsight, Manchester M13 0W	GM829569	Cambian Childcare Properties Limited (Company No. 05274924)
96	7 Alexandra Road, Smethwick B66 3RE	WM521260	Cambian Childcare Properties Limited (Company No 05274924)
97	The Larches, Comingsbey Road, Leominster	HW166653	Cambian Childcare Properties Limited (Company No. 05274924)
98	Mid-Meadows, 144 Kings Acre Road, Hereford	HW94576	Cambian Childcare Properties Limited (Company No. 05274924)
99	Chalamys, Boraston Lane, Tenbury Wells	SL55206	Cambian Childcare Properties Limited (Company No 05274924)
100	Cranhill, Bidford-On-Avon, Warwickshire	WK380001	Cambian Childcare Properties Limited (Company No 05274924)
101	Rose Bank, Canon Pyon, Hereford	HW184162	Cambian Childcare Properties Limited (Company No. 05274924)
102	Sawrey, Abberley, Worcestershire	WR45888	Cambian Childcare Properties Limited (Company No 05274924)
103	Perry Mill, Smiths Green, Malvern	HE14433	Cambian Childcare Properties Limited (Company No 05274924)
104	Broomhill Ullingswick, Hereford	HW177086	Cambian Childcare Properties Limited (Company No 05274924)
105	Arrow Bridge Cottage, Eardisland, Leominster	HE4521	Cambian Childcare Properties Limited (Company No 05274924)
106	Woodfield Oaks, Droitwich, Worcestershire	WR53212	Cambian Childcare Properties Limited (Company No 05274924)

	Description of Property	Title number(s)	Registered proprietor
107	Fairfield House, 3 Thurd Avenue, Sherwood Rise, Nottingham	NT78630	Cambian Childcare Properties Limited (Company No 05274924)
108	Gilwern , Kington, Herefordshire	HW184248	Cambian Childcare Properties Limited (Company No 05274924)
109	Oakdene Farm, 422 Smeeth Road, Marshland, St James Wisbech PE14 8EP	NK268426	Cambian Childcare Properties Limited (Company No 05274924)
110	99A Chapnell Road, Walsoken, Wisbech PE13 3TU	NK155817	Cambian Childcare Properties Limited (Company No. 05274924)
111	49 Hoxton Road, Ellacombe, Torquay, Devon TQ1 1NY	DN76517	Cambian Childcare Properties Limited (Company No. 05274924)
112	9 Booth Road Little Lever Bolton BL3 1JY	LA171245, GM876491	Cambian Childcare Properties Limited (Company No. 05274924)
113	178 Regent Street Nelson BB9 8SQ	LA869095	Cambian Childcare Properties Limited (Company No. 05274924)
114	148 Greenway Road Runcorn WA7 4NN	CH263412	Cambian Childcare Properties Limited (Company No. 05274924)
115	11a Fitzwalter Road Warrington WA1 4BT	CH195652	Cambian Childcare Properties Limited (Company No. 05274924)
116	110 Peel House Lane Widnes WA8 6TQ	CH183054	Cambian Childcare Properties Limited (Company No 05274924)
117	54 Halton View Road Widnes WA8 0TR	CH392042	Cambian Childcare Properties Limited (Company No. 05274924)
118	47 Lower House Lane Widnes WA8 7DX	CH432586	Cambian Childcare Properties Limited (Company No. 05274924)
119	62 Peelhouse Lane Widnes WA8 6TJ	CH140372	Cambian Childcare Properties Limited (Company No. 05274924)
120	29 Liverpool Road Widnes WA8 7ER	CH177303	Cambian Childcare Properties Limited (Company No. 05274924)
121	38 Queens Park Road Heywood OL10 4LQ	GM533286	Cambian Childcare Properties Limited (Company No 05274924)

	Description of Property	Title number(s)	Registered proprietor
122	67-69 Queens Park Parade Kingsthorpe Northampton NN2 6LR	NN204965	Cambian Childcare Properties Limited (Company No. 05274924)
123	Nene House, Watling Street Towcester NN12 6HN	NN120110	Cambian Childcare Properties Limited (Company No 05274924)
124	Manor Cottage, Swinefleet Road Goole DN14 8AB	HS120478	Cambian Childcare Properties Limited (Company No 05274924)
125	59 Queens Road Wisbech PE13 2PQ	CB193193	Cambian Childcare Properties Limited (Company No 05274924)
126	29 Main Street Farcet Peterborough PE7 3AN	CB244740	Cambian Childcare Properties Limited (Company No. 05274924)
127	1 Inglemire Lane Cottingham Hull HU16 4PB	HS162659	Cambian Childcare Properties Limited (Company No 05274924)
128	40 Avenue Victoria Scarborough YO11 2QT	NYK92977	Cambian Childcare Properties Limited (Company No 05274924)
129	96 Park Avenue Hull HU5 3ET	HS9130	Cambian Childcare Properties Limited (Company No. 05274924)
130	Sycamore House Sycamore Terrace Haswell Moor Durham DH6 2AG	DU198453, DU310202	Cambian Childcare Properties Limited (Company No 05274924)
131	Mount View, 136 Seamer Road Scarborough YO12 4EY	NYK122536	Cambian Childcare Properties Limited (Company No 05274924)
132	Cheshire Flats, 1 Peel House Lane Widnes WA8 6TN	CH314414	Cambian Childcare Properties Limited (Company No 05274924)
133	Northampton School, 67a Queens Park Parade Kingsthorpe Northampton NN2 6LR	NN210173	Cambian Childcare Properties Limited (Company No 05274924)
134	The Fields, Great Ness, Shrewsbury SY4 2LE	SL49412	Cambian Childcare Properties Limited (Company No 05274924)
135	146 Underdale Road, Shrewsbury SY2 5EG	SL67859	Cambian Childcare Properties Limited (Company No 05274924)
136	Inscape, Plealey Road, Longden, Shrewsbury SY5 8ET	SL82466	Cambian Childcare Properties Limited (Company No. 05274924)
137	Greenlands, Prescott Road, Prescott, Baschurch,	SL88893	Cambian Childcare Properties Limited (Company No 05274924)



	Description of Property	Title number(s)	Registered proprietor
	Shrewsbury SY4 2DP		
138	Sandway, Ryton, Dorrington, Shrewsbury SY5 7LW	SL135577	Cambian Childcare Properties Limited (Company No 05274924)
139	Land on the south west side of Fairfields, Soultion Road, Wem, Shrewsbury	SL181504	Cambian Childcare Properties Limited (Company No 05274924)
140	Grove Cottage, 21 Grove Road, Atherstone CV9 1DP	WK360421	Cambian Childcare Properties Limited (Company No 05274924)
141	69 Lullington Road Overseal Swadlincote DE12 6NG	DY129987	Cambian Childcare Properties Limited (Company No. 05274924)
142	201 Forest Road, Coalville LE67 3SP	LT221380	Cambian Childcare Properties Limited (Company No. 05274924)
143	24 Montley, Wilnecote B77 4JF	SF251136	Cambian Childcare Properties Limited (Company No. 05274924)
144	2 The Meadows, Mytton Lane Shawbury SY4 4HS	SL752	Cambian Childcare Properties Limited (Company No. 05274924)
145	268 Lightbowne Road Manchester M40 5HQ	LA16162	Cambian Childcare Properties Limited (Company No 05274924)
146	2 Barnhill Road, Kingskerswell, Newton Abbot, TQ12 5DE	DN97832	Cambian Childcare Properties Limited (Company No 05274924)
147	The Gables, Thrush Drive, Bury, BL9 6JD	GM478215	Cambian Childcare Properties Limited (Company No 05274924)
148	17 Victoria Street, Loughborough, LE11 2EN	LT429645	Cambian Childcare Properties Limited (Company No 05274924)
149	99 Castle Rock Drive, Coalville, LE67 4SE	LT246758	Cambian Childcare Properties Limited (Company No 05274924)
150	Elm Tree Cottage, Brown Moss, Whitchurch, SY13 4BX	SL147944	Cambian Childcare Properties Limited (Company No. 05274924)
151	2 Belle Vue Avenue, Doncaster, DN4 5DX	SYK35136	Cambian Childcare Properties Limited (Company No. 05274924)
152	316 Stourbridge Road, Dudley, DY1 2EE	WM182827	Cambian Childcare Properties Limited (Company No. 05274924)
153	Beech House, 333 Leeds Road, Bradford, BD10 9AB	WYK11424	Cambian Childcare Properties Limited (Company No. 05274924)

	Description of Property	Title number(s)	Registered proprietor
154	2 New Close Road, Shipley, BD18 4AB	WYK141805	Cambian Childcare Properties Limited (Company No 05274924)
155	Howard House, 2 Villa Walk, Birmingham, B19 2XJ	WM977517	Cambian Childcare Properties Limited (Company No 05274924)
156	Chase Nursing Home, 70 Vicarage Road, Brownhills, Walsall, WS8 6AR	WM398742	Cambian Childcare Properties Limited (Company No 05274924)
157	Russets Court, 3 Long Meadow Clyst St Mary Exeter EX5 1BR	DN108765	Cambian Childcare Properties Limited (Company No 05274924)
158	41 Glentworth Avenue, Middlesbrough, TS3 0QH	CE128070	Cambian Childcare Properties Limited (Company No. 05274924)
159	Intek House 52 Borough Road Paington TQ4 7DQ	DN65012	Cambian Childcare Properties Limited (Company No. 05274924)
160	9 Grimshaw Street, St Helens WA9 4HE	MS310336	Cambian Childcare Properties Limited (Company No 05274924)
161	6 Victoria Avenue Halesowen	MM23945	Cambian Childcare Properties Limited (Company No. 05274924)
162	The Stubbs Leigh Minsterley SY5 0DT	SL134694	Cambian Childcare Properties Limited (Company No. 05274924)
163	Hillgate Farm, Hemford, Minsterey, SY5 0HJ	SL129262	Cambian Childcare Properties Limited (Company No 05274924)
164	Unit 13 Fltch Industrial Estate	EX559046	Cambian Childcare Properties Limited (Company No 05274924)
165	South Church 21 Auckland Road Bishop Auckland	DU172160 DU172161	Cambian Childcare Properties Limited (Company No. 05274924)
166	Ravenswood, 34 Ilkeston Road, Heanor, DE75 7DT	DY265345	Cambian Childcare Properties Limited (Company No 05274924)
167	St Peters School, Chelmarsh, Bridgnorth WV16 6AX	SL16357	Cambian Childcare Properties Limited (Company No. 05274924)
168	164 Hereford Road Meole Brace SY3 9LB	SL53685	Cambian Childcare Properties Limited (Company No 05274924)
169	127 Middle Leaford Stechford, Birmingham	WM454276	Cambian Childcare Properties Limited (Company No. 05274924)

	Description of Property	Title number(s)	Registered proprietor
	B34 6HA		
170	Creech Court Mill Lane Creech St Michael Taunton Somerset TA3 5PX	ST310808	Cambian Childcare Properties Limited (Company No. 05274924)
171	Caxton House, Swans Yard, High Street, Felling, Gateshead, NE10 9LT	TY99196 TY321391	Cambian Childcare Properties Limited (Company No. 05274924)
172	Beech Tree School, Meadow Lane, Clayton-le-woods, Preston, PR5 ULX	LA927821	Cambian Childcare Properties Limited (Company No. 05274924)
173	115 Beaufort Street, Nelson, BB9 0RL	LA581751	Cambian Childcare Properties Limited (Company No 05274924)
174	Shires, The Old Moorings, Eastoft, Scunthorpe (DN17 4JU)	HS332138	Cambian Childcare Properties Limited
175	51 Belle Vue Grove, Middlesbrough, TS8 2PZ	CE146018	Cambian Childcare Properties Limited
176	23 Lambert Road, Ribblesdale, Preston PR2 6YQ	LA331131	Cambian Childcare Properties Limited
177	Ponderosa, Moss Road, Moss, Doncaster, DN6 0HN	SYK528202	Cambian Childcare Properties Limited
178	Land on the South Side of Moss Road, Moss, Doncaster	SYK533431	Cambian Childcare Properties Limited
179	Land lying to the South of Moss Road, Moss, Doncaster	SYK604524	Cambian Childcare Properties Limited
180	Land lying to the South of Moss Road, Askern, Doncaster	SYK609496	Cambian Childcare Properties Limited
181	2 Underley Avenue, Kendal (Kendal Green)	CU103659	Cambian Whinfell School Limited
182	10 Worsley Road Farnworth BL4 9LN	LA348868 (800 year lease) and GM324645	Cambian Childcare Properties Limited
183	Merebank House Baschurch Shropshire SY4 2BT	(transfer of part, await title number)	Cambian Childcare Properties Limited (Registration pending)
184	The Mews Wem Lane Soughton SY4 5RT	SL147351	Cambian Childcare Properties Limited

	Description of Property	Title number(s)	Registered proprietor
185	Eversley House 103 Upper Normacot Road Longton	SL345651	Cambian Childcare Properties Limited
186	Brodworth House 691 Moston Lane Moston Manchester M40 5QD	LA3617	Cambian Childcare Properties Limited
187	4 Cedar Avenue, Huddersfield HD1 5QH	WYK795556	Short Ground Limited
188	279 Beacon Road, Bradford BD6 3DQ	WYK330136	Caureach Limited
189	56 Cooper Lane, Halifax HX3 7RG	WYK431500	Isand Limited
190	Kirkside House, 1 Spen Lane, West Park, Leeds LS5 3EJ	WYK608330	Caureach Limited
191	Longfield House (also known as Hazeldene), Oakleigh Road, Clayton, Bradford BD14 6NO	WYK210878	Relativeto Limited
192	Birchenlee Mill, Royton, Oldham, OL2 5EL	GM597354	Everycorner 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	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 Glenholt 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	GM959750	Everycorner Limited

	Description of Property	Title number(s)	Registered proprietor
	Pudding Lane, Hyde		
203	Blowell House, Fulham Lane, Whitley Bridge, DN14 0JL	NYK64293, NYK65158, NYK355674	Cambian Childcare Properties Limited (Registration pending, titles to be merged)
204	Barff Lodge, Mill Lane, Brayton, Selby, YO8 9LB	NYK101627	Cambian Childcare Properties Limited (Registration pending)
205	Rowton Bank Cottage, Rowton, Shrewsbury, SY5 9EN	SL107038	Completion date. 11 04 15
206	42 East Road, Longsight M12 5QZ	LA379979	Cambian Childcare Properties Limited (Company No. 05274924)
207	200 Cherry Tree Road, Blackpool FY4 4PT	LA423870	Cambian Childcare Properties Limited (Company No 05274924)
208	59 Windsor Road, Oldham OL8 4AL	GM681307	Cambian Childcare Properties Limited (Company No 05274924)
209	271 Clifton Drive South, Lytham St Annes FY8 1HW	LA670009 (freehold)	Cambian Childcare Properties Limited (Company No 05274924)
		LA521857 (leasehold)	
		LAN124034 (leasehold)	
210	98 & 100 Birch Lane, Longsight, Manchester M13 0WN	GM26857, LA95637	Cambian Childcare Properties Limited (Company No. 05274924)
211	7 Alexandra Road, Oldham OL8 2BG	LA261925	Cambian Childcare Properties Limited (Company No 05274924)
212	571 Rooley Moor Road Rochdale OL12 7JG	LA246758	Cambian Childcare Properties Limited (Company No. 05274924)
213	Summit Street, 2 Summit Street Heywood OL10 4RH	GM914242, GM104826	Cambian Childcare Properties Limited (Company No. 05274924)

	Description of Property	Title number(s)	Registered proprietor
214	18 Cronkeyshaw Road Rochdale OL12 0QR  Official copy register doc no: 1905284	GM623919,  LA33037	Cambian Childcare Properties Limited (Company No 05274924)
215	85 Pilsworth Road Heywood OL10 3BH	GM230609	Cambian Childcare Properties Limited (Company No 05274924)
216	4 Fletcher Street Warrington WA4 6PY	CH143158	Cambian Childcare Properties Limited (Company No 05274924)
217	23 South Parade Runcorn WA7 4HZ	CH234079  Doc no- 2266768	Cambian Childcare Properties Limited (Company No. 05274924)
218	37 Weston Avenue Rochdale OL16 4PW	GM248191	Cambian Childcare Properties Limited (Company No. 05274924)
219	29 Fox Street Heywood OL10 1EJ	GM514362	Cambian Childcare Properties Limited (Company No 05274924)
220	9 Kingsway North Warrington WA1 3NL	CH340265	Cambian Childcare Properties Limited (Company No 05274924)

# UNREGISTERED LAND

1	Property	County, Village or Town	County, Village or Town	Date of lease and parties if known
1	Part Fourth Floor, Waterfront Building, Hammersmith Embankment Office Park, Hammersmith	Cumbrian Healthcare Limited (guaranteed by Cambrian Holdings Limited)	8 August 2008	
2	Appledore Farm, Burlescombe, Tiverton	Cambian Signpost Limited	17 March 2014	
3	Blackaller, Hemyock, Cullompton	Cambian Signpost Limited	20 March 2012	
4	Higher Whipcott Farm, Holcombe Rogus, Wellington	Cambian Signpost Limited	25 September 2012	
5	Kimberley, Wentedge Road, Kirk Smeaton, Pontefract	Cambian Signpost Limited	10 May 2013	
6	45 Portland Road, Edgbaston, Birmingham	Cambian Healthcare Limited	21 January 2014	
7	New Elizabethan School, The Village, Hartlebury, Kidderminster DY11 7TE	Cambian Whinfall School Limited (guaranteed by Care Aspirations Developments Limited)	17 April 2014	
8	101 West Hendford, Yeovil, Somerset	Cambian Whinfall School Limited	2 July 2014	

Number	Property	Company which the property is owned by	Date of lease and parties if known
9	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
10	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
11	89 Tinsull Road Leeds LS16 7DN	Cambian Childcare Limited	21 March 2011 (1) Keith Willis and (2) Total Care Alliance Limited
12	2 Oakwood Square, Cheadle Royal Business Park, Cheadle SK8 3SB. Title - MAN185414	Cambian Childcare Limited	24 November 2011 (1) Ascent Investments Central Services (UK) Limited (2) Advanced Childcare Limited



Property	Charged which is the reason	Date of lease and parties known
13	Hanter House, Walton, Presteigne LD8 2PP	1 November 2012 (1) Cynthia Laura Parker & Evan Pudge Jones (2) Advanced Childcare Ltd
14	Burfa House, Evenjobb, Presteigne, Powys	4 March 2011 (1) Ruth Jones (2) Clifford House Ltd
15	18 Wyre Close Paignton Devon TQ4 7RU	19 November 2012 (1) Darren Pietro Cosway & Julie Marion Cosway (2) Advanced Childcare Ltd
16	6 Hillesdon Road Torquay Devon TQ1 1QQ	12 September 2012 (1) Sean Christopher McCarthy & Anthony James McCarthy (2) Advanced Childcare Ltd
17	Blaxton Farmhouse Plymouth Devon PL5 4LH	17 January 2013 (1) Massey John Lopes (2) Advanced Childcare

Property	Charge, which is the Tenant	Date of Lease and Parties
		Limited
18	60 Front Road Murrow Wisbech Cambs PE13 4HU	19 November 2012 (1) Anthony William Whittaker & Lorraine Georgina Whittaker (2) Advanced Childcare Ltd
19	Rose House (Willows) Stockwell Gate East Holbeach Spalding Lincs PE12 8AU	Unknown
20	Whitewebbs, Molehill Green Takeley Essex CM22 6PQ	6 December 2012 (1) Stansted Airport (2) Advanced Childcare Ltd
21	The Conifers, Molehill Green Takeley Nr Stanstead Essex CM22 6PH	6 December 2012 (1) Stansted Airport (2) Advanced Childcare Ltd
22	Horsham Farmhouse, Tamerton Foliot Plymouth Devon PL5 4LH	17 January 2013 (1) The Honourable Massey John Lopes (2) Advanced Childcare Ltd
23	Harvest Barn, Stantor Lane Marldon Paignton Devon TQ3 1SU	19 October 2012

Property	Address	Current and former tenants	Date of lease and parties
			(1) Frank Palk (2) Advanced Childcare Ltd
24	53 Woodmere Way Kingsteignton TQ12 3SW	Cambian Childcare Limited	19 November 2012  (1) Darren Pietro Cosway & Julie Marion Cosway (2) Advanced Childcare Ltd
25	7 Orchid Vale, Kingsteignton TQ12 3YS	Cambian Childcare Limited	19 November 2012  (1) Darren Pietro Cosway & Julie Marion Cosway (2) Advanced Childcare Ltd
26	12 Further Heights Road Rochdale OL12 6HN	Cambian Childcare Limited	4 December 2012  (1) North Manchester Property Company Ltd (2) Advanced Childcare Ltd
27	42 Shelfield Lane Norden Rochdale OL11 5YD	Cambian Childcare Limited	26 July 2012(1) Muhammad Amjad Malik (2) Advanced Childcare Ltd

	Property	Charge, which is the Remainder	Date of Lease and parties
28	32 Gloucester Avenue Heywood OL10 2PY	Cambian Childcare Limited	7 August 2012 (1) Zafer Mahmood (2) Advanced Childcare Ltd
29	40 Pool Bank Street Rhodes Middleton M24 4RN	Cambian Childcare Limited	4 December 2012 (1) Sixth Property Company Ltd (2) Advanced Childcare Ltd
30	22 Abbey Close Croft Warrington WA3 7EQ	Cambian Childcare Limited	2 January 2012 (1) Statham House Ltd (2) Advanced Childcare Ltd
31	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
32	21 Willoughby Close Old Hall Warrington WA5 9QP	Cambian Childcare Limited	20 November 2013 (1) Timothy Rooney & Janet Rooney (2) Advanced Childcare Ltd

Property	Charge on which is the Tenant	Date of lease and parties if known
33	12 Lunts Heath Road Widnes WA8 5RY	6 September 2012 (1) Ian James Ringwood (2) Advanced Childcare Ltd
34	20 Meadow Road, Middleton M24 1WH	20 September 2012 (1) Gavin Stirrup (2) Advanced Childcare Ltd
35	Flat below 6 Hillesdon Road, Torquay Devon TQ1 1QQ1	12 September 2012 (1) Sean Christopher McCarthy & Anthony James McCarthy (2) Advanced Childcare Ltd
36	The Cottage behind 6 Hillesdon Road, Torquay Devon TQ1 1QQ	12 September 2012 (1) Sean Christopher McCarthy & Anthony James McCarthy (2) Advanced Childcare Ltd
37	Pear Tree, 41 Broad Road Biantree Essex CM7 9RU	22 November 2012 (1) Mark Paul Brand (2) Advanced Childcare Ltd

	Property	Charge to which the Tenant is known	Date of lease and parties known
38	28 Rydal Avenue Warrington WA4 6AU	Cambian Childcare Limited	12 October 2012 (1) Jaqueline Allen & John Robert Emson (2) Advanced Childcare Ltd
39	Mill Park House Middle Pull Saltash Cornwall PL12 6LQ	Cambian Childcare Limited	24 August 2012 (1) Michael Francis Cherrington & Yvonne Lee Cherrington (2) Advanced Childcare Ltd
40	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
41	Lappinsfield, Chilthorne Hill Chilthorne Dorset Yeovil Somerset BA22 8QY	Cambian Childcare Limited	20 August 2012 (1) Joanna Jane Fuller (2) Advanced Childcare Ltd

	Property	Charge, which is the name of the company	Date of issue and parties
42	Broadfields, Gassons Lane Somerton Somerset TA11 7PD	Cambian Childcare Limited	20 November 2012 (1) Donald McGhie Linton & Diane Yvonne Linton (2) Advanced Childcare Ltd
43	Writh Alweston, Sherborne Dorset DT9 5JQ	Cambian Childcare Limited	7 September 2012 (1) Pauline Elizabeth Jane Jameson (2) Advanced Childcare Ltd
44	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
45	Carleon, Weathersfield Road Finchamfield Braintree Essex CM7 4NR	Cambian Childcare Limited	16 November 2012 (1) Julia Turner and others (2) Advanced Childcare Ltd

Property	Charged with the Property	Date of Lease and parties involved
46	Sandy Bay, 63 Manor Road Paignton Devon TQ3 2HZ	21 November 2012 (1) Paul Butchers (2) Advanced Childcare Ltd
47	Algerdene, 76 High Street Swinesfleet Nr Goole East Yorkshire DN14 8AH	21 September 2012 (1) Alan Leslie Reed (2) Advanced Childcare Ltd
48	22 Durham Road West Bowburn Durham DH6 5AU	22 November 2012 (1) David Abrahams (2) Advanced Childcare Ltd
49	Meadow Rise, 2 Dunston Road Hartlepool TS26 0EN	27 September 2012 (1) Tariq Azad & Jaskiran Azad (2) Advanced Childcare Ltd
50	11 The Haynyng Felling Gateshead NE10 9DX	26 July 2012 (1) Woodmere Assets Ltd (2) Advanced Childcare Ltd



	Property	Character, which is the tenant	Dated lease and parties if known
51	Shaptor Farm, Bovey Tracey Devon TQ13 9LY	Cambian Childcare Limited	20 August 2012 (1) Robert P Taylor & Elizabeth A Saunders- Dundas (2) Advanced Childcare Ltd
52	Palm Lodge, 10 Deborough Road Plymouth Devon PL4 9PL	Cambian Childcare Limited	12 November 2012 (1) Richard Charles Coe (2) Advanced Childcare Ltd
53	58 Abington Grove Abington Northampton NN1 4QU	Cambian Childcare Limited	4 September 2012 (1) Catherine Christina Doran & Gregory Matthew James Doran (2) Advanced Childcare
54	48 Bruce Avenue Middlesborough TS5 4HL	Cambian Childcare Limited	9 November 2012 (1) Bernadette Lecoite (2) Advanced Childcare Ltd

	Property	Charge holder's name	Date of sale and parties involved
55	Linden House, Station Road Leanside Durham DH4 6SE	Cambian Childcare Limited	8 February 2013 (1) Eugene Antoine Aubrey Browne (2) Advanced Childcare Ltd
56	3 Elmwood Avenue Huddersfield HD1 5DA	Cambian Childcare Limited	22 November 2012 (1) Amreek Singh & Veena Kauh Singh (2) Advanced Childcare Ltd
57	Beverley School, Units 19 & 20 Priory Road Beverley East Yorkshire HU17 0EW	Cambian Childcare Limited	9 September 2009 The Humber (1) Trustee Company Ltd & The Hotham Trustee Company Ltd (2) Farrow House Ltd
58	Hartlepool School, Unit E Sovereign Park Brenda Road Hartlepool TS25 1NN	Cambian Childcare Limited	12 December 2011 (1) Spencer Holdings Ltd (2) Continuum Care & Education Group Ltd

Property	Chargee/Chargee's Tenant	Date of Sale and Parties Involved
59	Wisbech School, The Old Sessions House Somers Road Wisbech Cambridgeshire PE13 1JF	8 January 2010 (1) The Trustees of Wiffen Self-Administered Pension Scheme (2) Green Corns Ltd
60	Warrington School, 1st & 2nd Floor 2 Forrest Way Gateworth Ind Est Warrington WA5 1DF	18 April 2008 (1) B A Chater and B Chater & M Price (2) Green Corns Ltd
61	Somerset School Westport House Longport Somerset TA10 0BH	3 March 2008 (1) David Cload (2) Farrow House Limited
62	Essex School Unit 7 Woodgates Farm Broxted Dunmow Essex CM6 2BN	19 December 2008 (1) JS Latham & Others (2) Green Corns Ltd
63	Scarborough School Unit 11 Plaxton Park Industrial Estate Cayton Low Road Scarborough YO11 3BQ	30 July 2010 (1) Plaxton Park Industrial Estate Ltd (2) Green Corns Ltd (3) Continuum Care & Education Group

Property	Change within the period	Date of purchase and parties
		Ltd
64	Leicester School, 10-12 Victoria Road North Leicester LE4 5EX	3 August 2011 (1) Promula Chahal & Dr Ranvar Anand Chahal (2) Green Corns Ltd
65		25 July 2011 (1) Dart Design and Build Ltd (2) Green Corns Ltd
66	Unit 3 Anglia Way Wisbech Cambridgeshire PE13 2TY	20 July 2011 (1) Hallmark Estates (Wisbech) Ltd (2) Green Corns Ltd
67	Unit 5 Webbers Way Webbers Yard Ind Est Darlington Tames Devon TQ9 6JY	16 June 2010 (1) The Darlington Hall Trust (2) Green Corns Ltd
68	261 Windsor Avenue, Gateshead Tyne and Wear NE8 4PA	15 March 2012 (1) Paul Henderson (2) Herts Care (Escort and Supervision) Services Ltd

Property	Address	Company which is the tenant	Date of lease and parties, if known
69	Quarry Bungalow, Hemlington Road, Cleveland, Middlesbrough, TS8 9AJ	Cambian Childcare Limited	08 February 2013 (1) Lee Jonathan Rowney (2) Advanced Childcare Ltd
70	26 Pentyre Terrace Plymouth	Cambian Childcare Limited	01 October 2013 (1) Elizabeth Jarvis (2) Advanced Childcare Ltd
71	27 Cranbourne Avenue Plymouth	Cambian Childcare Limited	20 September 2013 (1) Paul David Mason and Julie Ann Mason (2) Advanced Childcare Ltd
72	Former Police Station, Shuttle Street, Tyldesley Manchester M29 8BS	Cambian Childcare Limited	14 August 2013 (1) Crystal 2 Limited (2) Advanced Childcare Ltd
73	1 Stuart Road	Cambian Childcare Limited	24 December 2013 (1) Rizwan Khan and Habib Ahmed (2) Advanced Childcare Limited

Property	Charge, which is the Tenant	Date of lease and parties
74	60 Holden Fold Lane, Royton, Oldham OL2 5BY	21 January 2013 (1) Christine Ann-Marie Wilson (2) Advanced Childcare Limited
75	The Stables, Mytton Mill	29 September 2009 (1) Perrybank Properties Limited (2) Saccs Limited
76	Suite 4, Mytton Mill	29 September 2009 (1) Perrybank Properties Limited (2) Saccs Limited
77	Suite K, Mytton Mill	29 September 2009 (1) Perrybank Properties Limited (2) Saccs Limited
78	Unit 1 1 Mytton Mill	29 September 2009 (1) Perrybank Properties Limited (2) Saccs Limited
79	Unit 1 2 Mytton Mill	29 September 2009 (1) Perrybank Properties Limited (2) Saccs Limited

	Property	Charge, what is the tenant	Date of sale and parties (known)
			Limited (2) Saccs Limited
80	Unit A1, Mytton Mill	Cambian Childcare Limited	29 September 2009 (1) Perrybank Properties Limited (2) Saccs Limited
81	Unit E: Mytton Mill	Cambian Childcare Limited	29 September 2009 (1) Perrybank Properties Limited (2) Saccs Limited
82	Unit G1 Mytton Mill	Cambian Childcare Limited	29 September 2009 (1) Perrybank Properties Limited (2) Saccs Limited
83	Unit G2- Mytton Mill	Cambian Childcare Limited	29 September 2009 (1) Perrybank Properties Limited (2) Saccs Limited
84	Unit G5, Mytton Mill	Cambian Childcare Limited	29 September 2009 (1) Perrybank Properties Limited (2) Saccs Limited
85	Unit G5A: Mytton Mill	Cambian Childcare Limited	29 September 2009 (1) Perrybank Properties Limited (2) Saccs Limited

Property	Charge, which is the tenant	Date of lease and parties
		Limited (2) Saccs Limited
86	Units 2.2 & 2.5 Mytton Mill	29 September 2009 (1) Perrybank Properties Limited (2) Saccs Limited
87	Units 2.3 & 2.4 Mytton Mill	29 September 2009 (1) Perrybank Properties Limited (2) Saccs Limited
88	Unit 2 and Unit 4 Oaks Business Park Shepherd's Lane Bixton Heath Shrewsbury	2 April 2014 (1) James David Clarke (2) Advanced Childcare Limited
89	5 Oaks Business Park Shepherd's Lane Bixton Heath Shrewsbury	2 April 2014 (1) James David Clarke (2) Advanced Childcare Limited
90	Thornfield Court Bruntcliffe Road Morley Leeds West Yorkshire	5 October 2013 (1) Terence Michael Harby (1) Advanced Childcare Limited



Property	Charger, which is the tenant	Date of report and parties involved
91	20 Halsbury Close Ardwick Manchester Cambian Childcare Limited	19 September 2013 (1) The Council of the City of Manchester (2) Advanced Childcare Limited
92	5 Beech Mount Harpurhey Manchester M9 5XS Cambian Childcare Limited	19 September 2013 (1) The Council of the City of Manchester (2) Advanced Childcare Limited
93	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

Property	Charge, which is the Tenancy	Date of lease and parties known
94	Nutwood Cottage Wormley West End Broxbourne EN10 7QN	17 December 2012 (1) Stephen John Patrick Mann and Georgina Lynne Armstrong (2) Advanced Childcare Limited
95	Kirkstall House, 89 Tinsill Road, Leeds LS16 7DN	Unknown
96	College Street, 34 College Street, Crosland Moor, Huddersfield HD4 5EB	22 April 2013 (1) Christopher Paul Graham Booth (2) Advanced Childcare Limited
97	Brook House, Brook House, 18 Brook Road, Fallowfield, Manchester M14 6US	27 March 2012 (1) Ibrahim Ali Ghalib Hussen Baban (2) Hussen Ali Ghalib Baban (3) Alharith Ali Ghalib Hussen Baban (4) Shakiba Mohammed Suleman Al-Katib (5) Advanced Childcare Limited

	Property	Chargeholder/s the Tenant	Date of tenancy period ending
98	Lower Park House, 22 Lower Park Road, Manchester M14 5QY	Cambian Childcare Limited	19 January 2015 (1) Habib Ahmed (2) Cambian Childcare Limited
99	Grange House, 7 Botteville Road, Acocks Green, Birmingham B27 7YE	Cambian Childcare Limited	30 April 2010 (1) Mohammed Ershadul Hassan Ludhu (2) Advanced Childcare Limited
100	Hay Park 2 Hay Park, Edgbaston, Birmingham B5 7LT	Cambian Childcare Limited	10 September 2010 (1) Saroj Prasad (2) Advanced Childcare Limited
101	Merridale House, 2 Merridale Street West, Wolverhampton WV3 0RU	Cambian Childcare Limited	Unknown
102	The Wergs, Danescourt Road, Tettenhall WV6 9BH	Cambian Childcare Limited	15 December 2009 (1) Wolverhampton City Council (2) Advanced Childcare Limited

Property	Change of which is the Tenant	Date of lease and parties if known
103 Goodfellows Cottage, Tilty Great Dunmow, Essex CM6 2HP	Cambian Childcare Limited	08 August 2013 (1) Stanstead Airport Limited (2) Advanced Childcare Limited
104 Tudor Cottage, Dutton Hill, Great Dunmow, Essex CM6 2DZ	Cambian Childcare Limited	08 August 2013 (1) Stanstead Airport Limited (2) Advanced Childcare Limited
105 SACCS Walnut Tree School Walnut Tree Lodge School Avenue Farm, Renhold Road, Wilden, Bedford MK44 2PY	Cambian Childcare Limited	Unknown
106 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
107 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

Property	Charge, which is the Tenant	Parent/lessee and parties involved
108	Fairfield House, 3 Beach Road, Lytham St Annes FY8 2NR	Cambian Childcare Limited  Unknown (1) David Andrew Cox and Bernadette Cox (2) Advanced Childcare Limited
109	Rockingham 9 Rockingham Court, Acklam, Middlesbrough TS5 7BN	Cambian Childcare Limited
110	36 Rectory Lane, Stevenage SG1 4BX	Cambian Childcare Limited
111	Dinan Chase Moorhead Lane, Brereton, Sandbach CW11 2SF	Cambian Childcare Limited
112	Unit 1 The Dairy	Cambian Childcare Limited  26 June 2014 (1) Benjamin George Evans, Penelope Gaynor Evans and David Nicholas Evans (2) Cambian Childcare Limited
113	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

Property	Characteristics of the Property	Characteristics of the Tenant	Date of lease and parties if known
114	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
115	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
116	8 Longbow Close	Cambian Childcare Limited	24 October 2014 (1) Salopian Enterprises Limited (2) Cambian Childcare 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 I Holdings Limited	Cambian Group plc	Ordinary	2,600,001	£2,600,001
Cambian Group II Holdings 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 1 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	Ordinary	2	£2

Name of company in which shares are held	Charge	Class of share held	Number of shares held	Issued capital share
	Services Limited			
Cambian Asperger Syndrome Services Limited	Cambian Education Services Limited	Ordinary	2	£2
Care Aspirations Development Limited	Cambian Group Holdings 1 Limited	Ordinary	62,601,656	£62,601,656
Isand Limited	Care Aspirations Developments Limited	Ordinary	10,000	£100
Careach Limited	Care Aspirations Developments Limited	Ordinary	10,000	£100
Short Ground Limited	Care Aspirations Developments Limited	Ordinary	10,000	£100
Isand (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	17,739,903	£17,739,903
Cambian Learning Disabilities	Care Aspirations Developments	Ordinary	3,585,096	£3,585,096



Name of company in which shares are held	Charger	Class of share held	Number of shares held	Issued share capital
Services Limited	Limited			
Cambian Whinfell School Limited	Cambian Education Services Limited	Ordinary	100	£100
Cambian Signpost Limited	Cambian Group Holdings I 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 I 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

Name of company in which shares are held	Chargor	Class of share held	Number of shares held	Issued capital share
Independent Childcare Group of Schools Limited	Cambian Childcare Properties Limited	Ordinary	930	£930
Cambian Properties Limited II	Cambian Heritage II Limited	Ordinary	4,636,874	£4,636,874
Cambian Properties Limited	Cambian Healthcare Properties Limited	Ordinary	9,037,454	£9,037,454
Cambian Properties Limited III	Cambian Properties Limited	Ordinary	4,814,510	£4,814,510

**Part 3: Collection Accounts**

Collection Accounts			
Account Holder	Account Number and sort code	Account Bank	Account bank branch address
Cambian Childcare Limited	120565 06 0000 37	Bank of Scotland plc	PO Box 17235, Edinburgh, EH11 1YH
Cambian Childcare Limited	120565 06 0000 08	Bank of Scotland plc	PO Box 17235, Edinburgh, EH11 1YH
Cambian Childcare Limited	120565 06 0000 45	Bank of Scotland plc	PO Box 17235, Edinburgh, EH11 1YH
Cambian Childcare Limited	120565 06 0000 54	Bank of Scotland plc	PO Box 17235, Edinburgh, EH11 1YH
Cambian Childcare Limited	120565 06 0000 29	Bank of Scotland plc	PO Box 17235, Edinburgh, EH11 1YH
Cambian Childcare Limited	120565 06 0000 95	Bank of Scotland plc	PO Box 17235, Edinburgh, EH11 1YH
Cambian Childcare Limited	050573 68 0000 59	Clydesdale Bank plc	The Chancery, Spring Gardens, Manchester, M2 1YB
Cambian Childcare Limited	050573 68 0000 95	Clydesdale Bank plc	The Chancery, Spring Gardens, Manchester, M2 1YB
Cambian Childcare Limited	050573 68 0000 02	Clydesdale Bank plc	The Chancery, Spring Gardens, Manchester, M2 1YB
Cambian Childcare Limited	050573 68 0000 28	Clydesdale Bank plc	The Chancery, Spring Gardens, Manchester, M2 1YB
Advanced Childcare Services Limited	050573 68 0000 59	Clydesdale Bank plc	The Chancery, Spring Gardens, Manchester, M2 1YB

Collection Accounts			
Account Holder	Account Number and sort code	Account Bank	Account bank branch address
Advanced Childcare Services Limited	050573 68 94	Clydesdale Bank plc	The Chancery, Spring Gardens, Manchester, M2 1YB
Advanced Childcare Services Limited	050573 68 22	Clydesdale Bank plc	The Chancery, Spring Gardens, Manchester, M2 1YB
Advanced Childcare Services Limited	050573 68 41	Clydesdale Bank plc	The Chancery, Spring Gardens, Manchester, M2 1YB
Cambian Asperger Syndrome Services Limited	207689 40 14	Barclays Bank PLC	Healthcare Relationship Team, Level 27, 1 Churchill Place, London, E14 5HP
Cambian Autism Services Limited	207689 90 91	Barclays Bank PLC	Healthcare Relationship Team, Level 27, 1 Churchill Place, London, E14 5HP
Cambian Care Services Limited	207689 40 31	Barclays Bank PLC	Healthcare Relationship Team, Level 27, 1 Churchill Place, London, E14 5HP
Cambian Education Services Limited	201995 20 37	Barclays Bank PLC	Healthcare Relationship Team, Level 27, 1 Churchill Place, London, E14 5HP
Cambian Education Services Limited	201995 20 38	Barclays Bank PLC	Healthcare Relationship Team, Level 27, 1 Churchill Place, London, E14 5HP
Cambian Education Services Limited	201995 80 34	Barclays Bank PLC	Healthcare Relationship Team, Level 27, 1 Churchill Place, London, E14 5HP
Cambian Education Services Limited	201995 30 34	Barclays Bank PLC	Healthcare Relationship Team, Level 27, 1 Churchill Place, London, E14 5HP

Collection Accounts			
Account Holder	Account Number and sort code	Account Bank	Account bank branch address
Cambian Education Services Limited	201995 90 31	Barclays Bank PLC	Healthcare Relationship Team, Level 27, 1 Churchill Place, London, E14 5HP
Cambian Education Services Limited	201995 40 32	Barclays Bank PLC	Healthcare Relationship Team, Level 27, 1 Churchill Place, London, E14 5HP
Cambian Education Services Limited	201995 40 10	Barclays Bank PLC	Healthcare Relationship Team, Level 27, 1 Churchill Place, London, E14 5HP
Cambian Healthcare Limited	201995 33 18	Barclays Bank PLC	Healthcare Relationship Team, Level 27, 1 Churchill Place, London, E14 5HP
Cambian Healthcare Limited	201995 10 34	Barclays Bank PLC	Healthcare Relationship Team, Level 27, 1 Churchill Place, London, E14 5HP
Cambian Healthcare Limited	201995 40 33	Barclays Bank PLC	Healthcare Relationship Team, Level 27, 1 Churchill Place, London, E14 5HP
Cambian Healthcare Limited	201995 50 65	Barclays Bank PLC	Healthcare Relationship Team, Level 27, 1 Churchill Place, London, E14 5HP
Cambian Healthcare Limited	201995 50 35	Barclays Bank PLC	Healthcare Relationship Team, Level 27, 1 Churchill Place, London, E14 5HP
Cambian Healthcare Limited	201995 60 61	Barclays Bank PLC	Healthcare Relationship Team, Level 27, 1 Churchill Place, London, E14 5HP
Cambian Healthcare Limited	201995 30 09	Barclays Bank PLC	Healthcare Relationship Team, Level 27, 1 Churchill Place, London, E14 5HP
Cambian Healthcare Limited	201995 80 35	Barclays Bank PLC	Healthcare Relationship Team, Level 27, 1 Churchill Place, London, E14 5HP

Collection Accounts			
Account Holder	Account Number and sort code	Account Bank	Account bank branch address
Cambian Healthcare Limited	201995 90 38	Barclays Bank PLC	Healthcare Relationship Team, Level 27, 1 Churchill Place, London, E14 5HP
Cambian Healthcare Limited	201995 60 32	Barclays Bank PLC	Healthcare Relationship Team, Level 27, 1 Churchill Place London, E14 5HP
Cambian Healthcare Limited	201995 30 17	Barclays Bank PLC	Healthcare Relationship Team, Level 27, 1 Churchill Place, London, E14 5HP
Cambian Healthcare Limited	201995 93 52	Barclays Bank PLC	Healthcare Relationship Team, Level 27, 1 Churchill Place, London, E14 5HP
Cambian Healthcare Limited	201995 13 63	Barclays Bank PLC	Healthcare Relationship Team, Level 27, 1 Churchill Place, London, E14 5HP
Cambian Healthcare Limited	201995 10 36	Barclays Bank PLC	Healthcare Relationship Team, Level 27, 1 Churchill Place, London, E14 5HP
Cambian Healthcare Limited	201995 23 10	Barclays Bank PLC	Healthcare Relationship Team, Level 27, 1 Churchill Place, London, E14 5HP
Cambian Healthcare Limited	201995 73 58	Barclays Bank PLC	Healthcare Relationship Team, Level 27, 1 Churchill Place, London, E14 5HP
Cambian Healthcare Limited	201995 73 81	Barclays Bank PLC	Healthcare Relationship Team, Level 27, 1 Churchill Place, London, E14 5HP
Cambian Healthcare Limited	201995 13 32	Barclays Bank PLC	Healthcare Relationship Team, Level 27, 1 Churchill Place, London, E14 5HP
Cambian Heritage II Limited	207689 60 89	Barclays Bank PLC	Healthcare Relationship Team, Level 27, 1 Churchill Place, London, E14 5HP

Collection Accounts			
Account Holder	Account Number and sort code	Account Bank	Account bank branch address
Cambian Learning Disabilities Limited	238398 68 00 02	AIB Group (UK) p l c	100 Grays Inn Road, London, WC1 8AL
Cambian Learning Disabilities Limited	238398 01 00 70	AIB Group (UK) p l c	100 Grays Inn Road, London, WC1 8AL
Cambian Learning Disabilities Limited	238398 01 00 16	AIB Group (UK) p l c	100 Grays Inn Road, London, WC1 8AL
Cambian Learning Disabilities Limited	238398 10 00 76	AIB Group (UK) p l c	100 Grays Inn Road, London, WC1 8AL
Cambian Learning Disabilities Limited	239287 12 00 53	AIB Group (UK) p l c	100 Grays Inn Road, London, WC1 8AL
Cambian Learning Disabilities Midland Limited	205562 10 00 04	Barclays Bank PLC	Healthcare Relationship Team, Level 27, 1 Churchill Place, London, E14 5HP
Cambian Learning Disabilities Midland Limited	205562 20 00 09	Barclays Bank PLC	Healthcare Relationship Team, Level 27, 1 Churchill Place, London, E14 5HP
Cambian Learning Disabilities Midlands Limited	090720 36 00 06	Santander UK PLC	Santander Corporate Banking, Bridle Road, Bootle, Merseyside L30 4GB
Cambian Learning Disabilities Midlands Limited	090720 12 00 73	Santander UK PLC	Santander Corporate Banking, Bridle Road, Bootle, Merseyside L30 4GB
Cambian Learning Disabilities Services Limited	238398 01 00 24	AIB Group (UK) p l c	100 Grays Inn Road, London, WC1 8AL
Cambian Learning Disabilities Services Limited	239287 01 00 74	AIB Group (UK) p l c	Floor 5, 10 Old Jewry, London, EC2R 8DN

Collection Accounts			
Account Holder	Account Number and sort code	Account Bank	Account bank branch address
Cambian Learning Disabilities Midlands Limited	090720 47 00 11	Santander UK PLC	Santander Corporate Banking, Bridle Road, Bootle, Merseyside L30 4GB
Cambian Learning Disabilities Midlands Limited	205562 93 00 68	Barclays Bank PLC	Healthcare Relationship Team, Level 27, 1 Churchill Place, London, E14 5HP
Cambian properties (UK) Limited	201995 80 00 22	Barclays Bank PLC	Healthcare Relationship Team, Level 27, 1 Churchill Place, London, E14 5HP
Cambian Signpost Limited	238398 01 00 64	AIB Group (UK) p l c	100 Grays Inn Road, London, WC1 8AL
Cambian Signpost Limited	60020 59 00 07	National Westminster Bank PLC	39 Milsom Street, Bath, BA1 1DS
Cambian St Pauls Limited	238398 68 00 11	AIB Group (UK) p l c	100 Grays Inn Road, London, WC1 8AL
Cambian Whinfell School Limited	162234 10 00 85	Royal Bank of Scotland PLC	Royal Bank of Scotland, 2 New Street, Lancaster, LA1 1EG
Care Aspirations Developments Limited	239287 01 00 83	AIB Group (UK) p.l.c	Floor 5, 10 Old Jewry, London, EC2R 8DN
Care Aspirations Developments Limited	238398 01 00 92	AIB Group (UK) p.l.c	100 Grays Inn Road, London, WC1 8AL
Care Aspirations Developments Limited	090127 96 00 59	Santander UK PLC	Santander Corporate Banking, Bridle Road, Bootle, Merseyside L30 4GB



Collection Accounts			
Account Holder	Account Number and sort code	Account Bank	Account bank branch address
Care Aspirations Developments Limited	090127 96 10	Santander UK PLC	Santander Corporate Banking, Bridle Road, Bootle, Merseyside L30 4GB
Care Aspirations Properties Limited	238398 01 76	AIB Group (UK) p.l c	100 Grays Inn Road, London, WC1 8AL
Cambian Childcare Properties Limited	050573 68 07	Clydesdale Bank plc	The Chancery, Spring Gardens, Manchester, M2 1YB
Cambian Childcare Properties Limited	050573 68 27	Clydesdale Bank plc	The Chancery, Spring Gardens, Manchester, M2 1YB
Isand Limited	70 65	The Co-operative Bank plc	41 Vicar Lane Leeds LS1 6DS 08-90-72
Isand Limited	68 93	The Co-operative Bank plc	41 Vicar Lane Leeds LS1 6DS 08-90-72
Isand Limited	70 67	The Co-operative Bank plc	41 Vicar Lane Leeds LS1 6DS 08-90-72
Isand Limited	70 16	The Co-operative Bank plc	41 Vicar Lane Leeds LS1 6DS 08-90-72
Isand Limited	70 02	The Co-operative Bank plc	41 Vicar Lane Leeds LS1 6DS 08-90-72
Isand Limited	70 14	The Co-operative Bank plc	41 Vicar Lane Leeds LS1 6DS 08-90-72

Collection Accounts			
Account Holder	Account Number and sort code	Account Bank	Account bank branch address
Isand Limited	70 15	The Co-operative Bank plc	41 Vicar Lane Leeds LS1 6DS 08-90-72
Isand Limited	70 31	The Co-operative Bank plc	41 Vicar Lane Leeds LS1 6DS 08-90-72
Isand Limited	70 32	The Co-operative Bank plc	41 Vicar Lane Leeds LS1 6DS 08-90-72
Isand Limited	70 42	The Co-operative Bank plc	41 Vicar Lane Leeds LS1 6DS 08-90-72
Isand Limited	70 12	The Co-operative Bank plc	41 Vicar Lane Leeds LS1 6DS 08-90-72
Isand Limited	70 74	The Co-operative Bank plc	41 Vicar Lane Leeds LS1 6DS 08-90-72
Isand Limited	70 37	The Co-operative Bank plc	41 Vicar Lane Leeds LS1 6DS 08-90-72
Caireach Limited	68 23	The Co-operative Bank plc	41 Vicar Lane Leeds LS1 6DS 08-90-72
Caireach Limited	68 68	The Co-operative Bank plc	41 Vicar Lane Leeds LS1 6DS 08-90-72

Collection Accounts			
Account Holder	Account Number and sort code	Account Bank	Account bank branch address
Caireach Limited	68 03	The Co-operative Bank plc	41 Vicar Lane Leeds LS1 6DS  08-90-72
Caireach Limited	68 98	The Co-operative Bank plc	41 Vicar Lane Leeds LS1 6DS  08-90-72
Caireach Limited	70 11	The Co-operative Bank plc	41 Vicar Lane Leeds LS1 6DS  08-90-72
Short Ground Limited	68 15	The Co-operative Bank plc	41 Vicar Lane Leeds LS1 6DS  08-90-72
Short Ground Limited	68 47	The Co-operative Bank plc	41 Vicar Lane Leeds LS1 6DS  08-90-72
Short Ground Limited	68 23	The Co-operative Bank plc	41 Vicar Lane Leeds LS1 6DS  08-90-72
Isand (Domiciliary Care) Limited	68 40	The Co-operative Bank plc	41 Vicar Lane Leeds LS1 6DS  08-90-72
Isand (Domiciliary Care) Limited	68 83	The Co-operative Bank plc	41 Vicar Lane Leeds LS1 6DS  08-90-72
Isand (Domiciliary Care) Limited	68 15	The Co-operative Bank plc	41 Vicar Lane Leeds LS1 6DS  08-90-72

Collection Accounts			
Account Holder	Account Number and sort code	Account Bank	Account bank branch address
Relativeto Limited	68 80	The Co-operative Bank plc	41 Vicar Lane Leeds LS1 6DS 08-90-72
Relativeto Limited	68 39	The Co-operative Bank plc	41 Vicar Lane Leeds LS1 6DS 08-90-72
Relativeto Limited	68 73	The Co-operative Bank plc	41 Vicar Lane Leeds LS1 6DS 08-90-72
Relativeto Limited	68 86	The Co-operative Bank plc	41 Vicar Lane Leeds LS1 6DS 08-90-72

#### Part 4: Intellectual Property

Trade marks				
Proprietor/ADE number	TM number	Jurisdiction/ apparent status	Classes	Mark text
Cambian Holdings Ltd	UK00002463573	Registered	16 35 38	OAASIS
Cambian Holdings Ltd	UK00002463574	Registered	06 09 14 16 18 20 21 25 26 28 35 36 37 38 39 41 42 43 44 45	
Cambian Holdings Ltd	UK00002463575	Registered	06 14 16 18 20 21 26 35 36 37 39 41 42 43 44 45	Active
Cambian Holdings Ltd	UK00002463577	Registered	16 35 38	OAASIS

Trade marks				
Proprietor/ADP number	TM number	Jurisdiction/apparent status	Classes	Mark text
Cambian Holdings Ltd	UK00002463578	Registered	06 09 14 16 18 20 21 25 26 28 35 36 37 38 39 41 42 43 44 45	CAMBIAN
Cambian Holdings Ltd	UK0002463585A	Registered	06 09 14 16 18 20 21 25 26 28 35 36 37 38 39 41 42 43 44 45	Cambian
Cambian Holdings Ltd	UK0002463585B	Registered	06 09 14 16 18 20 21 25 26 28 35 36 37 38 39 41 42 43 44 45	Cambian
Care Aspirations Limited	UK00002450644	Registered	44	Care Best
Care Aspirations Limited	UK00002522709	Registered	06 09 14 16 18 20 21 25 26 28 35 36 37 38 39 41 42 43 44 45	
Care Aspirations Limited	UK00002522947	Registered	06 09 14 16 18 20 21 25 26 28 35 36 37 38 39 41 42 43 44 45	Care Aspirations
Cambian Healthcare Limited	UK00002363901	Registered	44	active care
Cambian Childcare Limited	UK00003030214	Examination	16 35 36 41 43 44 45	
Cambian Childcare Limited	UK00003030277	Examination	16 35 36 41 43 44 45	SACCS REBUILDING LIVES
Cambian Childcare Limited	UK00002583403	Registered	16 35 41 43 45	Advanced Foster Care The professional fostering group

Trade marks				
Proprietor/ADP number	TM number	Jurisdiction/apparent status	Classes	Mark text
Cambian Childcare Limited	UK00002583409	Registered	16 35 41 43 45	Advanced Childcare Outstanding children's homes

#### Part 5: Insurances

Company name	Insurer	Policy number
Cambian Childcare Limited	Travelers Insurance Company Ltd	UC PMH 3961820
Cambian Childcare Limited	W R.Berkley Insurance (Europe) Ltd	087113-1
Cambian Childcare Limited	W R.Berkley Insurance (Europe) Ltd	MQU130A86184
Cambian Childcare Limited	W R. Berkley Insurance (Europe) Ltd	MQU1410A86184
Cambian Childcare Limited	Ageas (UK) Limited	CMFC0127351
Advanced Childcare Services Ltd	Travelers Insurance Company Ltd	UC PMH 3961820
Advanced Childcare Services Ltd	W R.Berkley Insurance (Europe) Ltd	087113-1
Advanced Childcare Services Ltd	W.R.Berkley Insurance (Europe) Ltd	MQU130A86184
Advanced Childcare Services Ltd	W R. Berkley Insurance (Europe) Ltd	IMU141A87113
Advanced Childcare Services Ltd	Markel UK Ltd	SC2100F130YR/2339
Advanced Childcare Services Ltd	Markel UK Ltd	SC2100F140YR/3230
Advanced Childcare Services Ltd	Ageas (UK) Limited	CMFC0127351
Cambian Holdings Limited	Zurich Insurance PLC	JW671463
Cambian Holdings Limited	Zurich Insurance PLC	CN777368
Cambian Holdings Limited	Zurich Insurance PLC	CH721096
Cambian Holdings Limited	ACE European Group Limited and Allianz Global Corporate & Specialty	13-PFL-0000000179
Care Aspirations Holdings Limited	Zurich Insurance	JW671463
Care Aspirations Holdings Limited	Zurich Insurance PLC	CN777368
Care Aspirations Holdings Limited	Zurich Insurance PLC	CH721096

Company name	Insurer	Policy number
Care Aspirations Holdings Limited	ACE European Group Limited and Allianz Global Corporate & Specialty	13-PFL-0000000179
Cambian Group PLC	Zurich Insurance PLC	JW671463
Cambian Group PLC	Zurich Insurance PLC	CP671075
Cambian Group PLC	Zurich Insurance PLC	EP671076
Cambian Group PLC	Zurich Insurance PLC	CN777368
Cambian Group PLC	Hiscox Insurance Company Ltd	CPIMID010869
Cambian Group PLC	XL Insurance Company PLC	GB00041491DO14A
Cambian Group PLC	QBE Europe Ltd	040923
Cambian Group PLC	AIG Europe Ltd	14-PFL-0000001046
Cambian Group PLC	W.R. Berkley Insurance (Europe) Ltd	WD1400269
Cambian Group PLC	Zurich Insurance PLC	CH712096
Cambian Group PLC	Lloyd's of London	RQ1400475
Cambian Childcare Properties Limited	Travelers Insurance Company Ltd	UC PMH 3961820
Cambian Childcare Properties Limited	W.R Berkley Insurance (Europe) Ltd	087113-1
Cambian Childcare Properties Limited	W R.Berkley Insurance (Europe) Ltd	MQU130A86184
Cambian Childcare Properties Limited	Ageas (UK) Limited	CMFC0127351
Isand Limited	New India	ANCH/14/13493 ANRH/06/12718 ANCH/13/13296 ANCH/13/13241 AECH/05/12558
Caureach Limited	New India	ANCH/0912890
Caureach Limited	RSA	01628/0314 01629/0314
Short Ground Limited	New India	ANCH/11/13013

Company name	Insurer	Policy number
Short Ground Limited	Ecclesiastical	02/TPO/6016302
Isand (Domiciliary Care) Limited	Zurich Insurance	ZHC5476
Relativeto Limited	New India	ANCH/13/13116
		ANCH/13/13260
Relativeto Limited	Commercial Express	CEQ854315/07/13
Everycorner Limited	Amlin UK	LMJ13/28327/EKU



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

**Part 1: Form of notice of charge to Account Bank**

To [insert name and address of Account Bank]

Dated: [◆] 20◆]

Dear Sirs

We hereby give notice that, by a debenture dated [◆] March 2015 (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 Account Bank]

Dated: [◆ 20◆]

Dear Sirs

We confirm receipt of a notice dated [◆ ] 2015 (the "Notice") from [relevant Chargor] (the "Company") of a charge upon the terms of a Debenture dated [◆ ] March 2015, 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  
[third party bank]

**SCHEDULE 4: FORM OF NOTICE TO AND ACKNOWLEDGEMENT BY PARTY TO  
RELEVANT CONTRACT**

To: [Insert name and address of relevant party]

Dated: [◆                      20◆]

Dear Sirs

**RE: [DESCRIBE RELEVANT CONTRACT] DATED [◆                      20◆ ] BETWEEN (1) YOU  
AND (2) [◆                      ] THE "CHARGOR"**

- 1      We give notice that, by a debenture dated [◆ ] March 2015 (the "Debenture"), we have assigned 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 [insert details of Relevant Contract] (together with any other agreement supplementing or amending the same, the "Agreement") including all rights and remedies in connection with the Agreement and all proceeds and claims arising from the Agreement.
- 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 Agreement 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 Agreement 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 Agreement 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 or the Agreement or the debts represented thereby which you receive at any time 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 Agreement to the Security Agent.
- 3      You may continue to deal with us in relation to the Agreement 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 Agreement and therefore from that time you should deal only with the Security Agent.
- 4      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 Agreement.

- 5 This notice may only be revoked or amended with the prior written consent of the Security Agent.
6. 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 Agreement or any proceeds of it 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 (other than the Security Agent) under or pursuant to the Agreement without the prior written consent of the Security Agent
- 7 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]

**[On copy]**

To:            [◆            ]  
                 as Security Agent  
                 [ADDRESS]

Copy to:       [NAME OF CHARGOR]

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 [6] of the above notice

\_\_\_\_\_  
for and on behalf of  
[◆            ]

Dated [◆            20◆]

## SCHEDULE 5: FORM OF NOTICE TO AND ACKNOWLEDGEMENT BY INSURERS

To. [Insert name and address of insurer]

Dated [◆                      20◆]

Dear Sirs

[◆                      ] (THE "CHARGOR")

1. We give notice that, by a debenture dated [◆ ] March 2015 (the "**Debenture**"), we have assigned 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 policies listed in the schedule to this notice (together with any other agreement supplementing or amending the same, the "**Policies**") including all rights and remedies in connection with the Policies and all proceeds and claims arising from 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, with effect from the date that the Security Agent notifies you of the occurrence of a Declared Default (as defined in the Debenture), to note on the relevant Policies the Security Agent's interest as loss payee and as first priority assignee of 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]



[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 [◆ ] March 2015 and made between (1) the Chargors named in it and (2) the Security Agent (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).

##### **(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 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**

Without prejudice to the generality of clause 2(a) (*Accession*), [the/each] Acceding Company (jointly and severally with the other Chargors [and each other Acceding Company]), covenants in the terms set out in clause 2 (*Covenant to pay*) of the Debenture

**(c) Charge and assignment**

Without prejudice to the generality of clause 2(a) (*Accession*), [the/each] Acceding Company with full title guarantee, charges and assigns (and agrees to charge and assign) to the Security Agent for the payment and discharge of the Secured Obligations, all its right, title and interest in and to the property, assets and undertaking owned by it or in which it has an interest, on the terms set out in clauses 3 (*Grant of security*), 4 (*Fixed security*) and 5 (*Floating charge*) of the Debenture including (without limiting the generality of the foregoing)

- (i) by way of first legal mortgage all the freehold and leasehold Real Property (if any) vested in or charged to the Acceding Company (including, without limitation, the property specified [against its name] in part 1 of schedule 2 (*Details of Security Assets owned by the [Acceding Company/Acceding Companies]*)) (if any);
- (ii) by way of first fixed charge
  - (A) all the Charged Securities (including, without limitation, those specified [against its name] in part 2 of schedule 2 (*Details of Security Assets owned by the [Acceding Company/Acceding Companies]*)) (if any)); together with
  - (B) all Related Rights from time to time accruing to them,
- (iii) by way of first fixed charge each of its Collection Accounts and its other accounts with any bank or financial institution at any time (including, without limitation, those specified [against its name] in part 3 of schedule 2 (*Details of Security Assets owned by the [Acceding Company/Acceding Companies]*)) and all monies at any time standing to the credit of such accounts;
- (iv) by way of first fixed charge all Intellectual Property (including, without limitation, the Intellectual Property specified [against its name] in part 4 of schedule 2 (*Details of Security Assets owned by the [Acceding Company/Acceding Companies]*)) (if any));
- (v) by way of absolute assignment each Hedging Agreement, including all rights and remedies in connection with each Hedging Agreement and all proceeds and claims arising from them, and
- (vi) by way of absolute assignment the Insurances (including, without limitation, those specified [against its name] in part 5 of schedule 2 (*Details of Security Assets owned by the [Acceding Company/Acceding Companies]*)) (if any)), all claims under the Insurances and all proceeds of the Insurances

(d) **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 Deed.

(e) **Consent**

Pursuant to clause 23.3 (*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. 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.

**4. 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.

**5. NOTICE DETAILS**

Notice details for [the/each] Acceding Company are those identified with its name below.

**6. 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

**7. GOVERNING LAW**

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

**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
[◆ ]	[◆ ]	[◆ 20◆]	[◆ ]	[◆ ]

### [Part 2 - Charged Securities]

[Acceding Company]	Name of company in which shares are held	Class of shares held	Number of shares held	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 number
[♦ ]	[♦ ]	[♦ ]
[♦ ]	[♦ ]	[♦ ]



**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 CAMBLAN    )  
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 PAGES

THE ORIGINAL CHARGORS

Executed as a deed, but not delivered until the )  
first date specified on page 1, by CAMBIAN )  
GROUP PLC acting by )



Director Andrew Griffith

Witness signature



Witness name:

Andrew Sluckey

Witness address:

Towers & Hamins LLP  
3 Bunhill Row  
London, EC1Y 8Y2

Address: c/o Cambian Group  
4th Floor  
Waterfront Building  
Chancellors Road  
London  
W6 9RU

Fax: 020 8735 6151

Attention: Andrew Griffith,  
Chief Financial Officer

Executed as a deed, but not delivered until the )  
first date specified on page 1, by CAMBIAN )  
GROUP HOLDINGS I LIMITED acting by. )

Director

Andrew Griffith

Witness signature

Witness name:

Witness address:

Andrew Sluckey

~~Thompson & Harrison LLP~~  
3 Sunhill Row  
London, EC1Y 8YZ

Address:

c/o Cambian Group  
4th Floor  
Waterfront Building  
Chancellors Road  
London  
W6 9RU

Fax:

020 8735 6151

Attention:

Andrew Griffith,  
Chief Financial Officer

Executed as a deed, but not delivered until the )  
first date specified on page 1, by CAMBIAN )  
GROUP HOLDINGS II LIMITED acting by: )

[Redacted]

Director

Andrew Griffith

Witness signature

[Redacted]

Witness name.

Andrew Sluckey

Witness address:

Trans & Hamlin's LLP  
3 Bunhill Row  
London, EC1Y 8Y2

Address:

c/o Cambian Group  
4th Floor  
Waterfront Building  
Chancellors Road  
London  
W6 9RU

Fax:

020 8735 6151

Attention:

Andrew Griffith,  
Chief Financial Officer

Executed as a deed, but not delivered until the  
first date specified on page 1, by CAMBIAN  
CHILDCARE LIMITED by a director in the  
presence of a witness:

Signature

Name (block capitals) ANDREW GRIFFITH  
Director

Witness signature

Witness name  
(block capitals)

Andrew Slucky

Witness address

Travers & Hamlin LLP  
3 Bunhill Row, London  
EC1Y 8Y2

Address: c/o Cambian Group  
4th Floor  
Waterfront Building  
Chancellors Road  
London  
W6 9RU

Fax: 020 8735 6151

Attention: Andrew Griffith,  
Chief Financial Officer



Executed as a deed, but not delivered until the )  
first date specified on page 1, by CAMBIAN )  
CHILDCARE PROPERTIES LIMITED by )  
a director in the presence of a witness: )

Name (block capitals) ANDREW GRIFFITH  
Director

Witness signature

Witness name  
(block capitals)

Witness address

Andrew Sluckey

Trovers & Hamlin's LLP

3 Bunhill Row, London


EC1Y 8TZ

Address: c/o Cambian Group  
4th Floor  
Waterfront Building  
Chancellors Road  
London  
W6 9RU

Fax: 020 8735 6151

Attention: Andrew Griffith,  
Chief Financial Officer

Executed as a deed, but not delivered until the )  
first date specified on page 1, by )  
**ADVANCED CHILDCARE SERVICES** )  
**LIMITED** by a director in the presence of a )  
witness:

  
Signature \_\_\_\_\_

Name (block capitals) ANDREW GRIFFITH  
Director

Witness signature



Witness name  
(block capitals)

Andrew Stuckey

Witness address

Travers & Hamlin's LLP  
3 Bunhill Row, London  
EC1Y 8Y2

**Address:** c/o Cambian Group  
4th Floor  
Waterfront Building  
Chancellors Road  
London  
W6 9RU

**Fax.** 020 8735 6151

**Attention:** Andrew Griffith,  
Chief Financial Officer

Executed as a deed, but not delivered until the )  
first date specified on page 1, by CAMBIAN )  
HEALTHCARE LIMITED by a director in )  
the presence of a witness. )



Signature \_\_\_\_\_

Name (block capitals) ANDREW GRIFFITH  
Director

Witness signature



Witness name  
(block capitals)

Andrew Sucky

Witness address

Travers & Hamlin LLP

\_\_\_\_\_  
\_\_\_\_\_

**Address:** c/o Cambian Group  
4th Floor  
Waterfront Building  
Chancellors Road  
London  
W6 9RU

**Fax:** 020 8735 6151

**Attention:** Andrew Griffith,  
Chief Financial Officer

Executed as a deed, but not delivered until the )  
first date specified on page 1, by CAMBIAN )  
EDUCATION SERVICES LIMITED by a )  
director in the presence of a witness: )

Signature

Name (block capitals) ANDREW GRIFFITH  
Director

Witness signature

Witness name  
(block capitals)

Witness address

Andrew Sluckey

Trauers & Hamblins LLP  
3 Bunhill Row, London  
EC1Y 8Y2

Address.

c/o Cambian Group  
4th Floor  
Waterfront Building  
Chancellors Road  
London  
W6 9RU

Fax:

020 8735 6151

Attention:

Andrew Griffith,  
Chief Financial Officer

Executed as a deed, but not delivered until the )  
first date specified on page 1, by CAMBIAN )  
PROPERTIES (U.K.) LIMITED by a )  
director in the presence of a witness: )

Signature

Name (block capitals) ANDREW GRIFFITH  
Director

Witness signature

Witness name  
(block capitals)

Witness address

Andrew Shuckly

Tyones & Hamlin LLP

3 Bunhill Row, London, EC1Y 8Y2

Address: c/o Cambian Group  
4th Floor  
Waterfront Building  
Chancellors Road  
London  
W6 9RU

Fax: 020 8735 6151

Attention: Andrew Griffith,  
Chief Financial Officer

Executed as a deed, but not delivered until the )  
first date specified on page 1, by CAMBIAN )  
HERITAGE I LIMITED by a director in the )  
presence of a witness' )

Signature

Name (block capitals) ANDREW GRIFFITH  
Director

Witness signature

Witness name  
(block capitals)

Witness address

Andrew Sunday  
Toners & Hamlin's UP  
3 Bushill Row  
London EC1Y 8Y2

**Address:** c/o Cambian Group  
4th Floor  
Waterfront Building  
Chancellors Road  
London  
W6 9RU

**Fax:** 020 8735 6151

**Attention:** Andrew Griffith,  
Chief Financial Officer

Executed as a deed, but not delivered until the )  
first date specified on page 1, by CAMBIAN )  
HERITAGE II LIMITED by a director in the )  
presence of a witness: )

Signature

Name (block capitals) ANDREW GRIFFITH  
Director

Witness signature

Witness name  
(block capitals)

Witness address

Andrew Suday

Toners & Hamlin's LLP

3 Bushill Row, London, EC1Y 8Y2

**Address:** c/o Cambian Group  
4th Floor  
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Chancellors Road  
London  
W6 9RU

**Fax:** 020 8735 6151

**Attention:** Andrew Griffith,  
Chief Financial Officer

Executed as a deed, but not delivered until the )  
first date specified on page 1, by CAMBIAN )  
CARE SERVICES LIMITED by a director )  
in the presence of a witness. )

Signature

Name (block capitals) ANDREW GRIFFITH  
Director

Witness signature

Witness name  
(block capitals)

Witness address

Andrew Stacey

Townes & Hamlin LLP

3 Bunhill Row, London EC1Y 8Y2

**Address:** c/o Cambian Group  
4th Floor  
Waterfront Building  
Chancellors Road  
London  
W6 9RU

**Fax:** 020 8735 6151

**Attention:** Andrew Griffith,  
Chief Financial Officer



Executed as a deed, but not delivered until the )  
first date specified on page 1, by CAMBIAN )  
AUTISM SERVICES LIMITED by a )  
director in the presence of a witness' )

Signature

Name (block capitals) Andrew Griffith  
Director

Witness signature

Witness name  
(block capitals)

Witness address

[Redacted]

Andrew Stuckey

Transel Hamlin LLP

3 Bunhill Row, London, EC1Y 8TZ

Address: c/o Cambian Group  
4th Floor  
Waterfront Building  
Chancellors Road  
London  
W6 9RU

Fax: 020 8735 6151

Attention: Andrew Griffith,  
Chief Financial Officer

Executed as a deed, but not delivered until the )  
first date specified on page 1, by CAMBIAN )  
ASPERGER SYNDROME SERVICES )  
LIMITED by a director in the presence of a )  
witness

Signature

Name (block capitals)

ANDREW GRIFFITH  
Director

Witness signature

Witness name  
(block capitals)

Witness address

Andrew Sluckey  
Trouess & Hamlin LLP  
3 Bunhill Row  
London, EC1Y 8TZ

Address: c/o Cambian Group  
4th Floor  
Waterfront Building  
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London  
W6 9RU

Fax: 020 8735 6151

Attention: Andrew Griffith,  
Chief Financial Officer

Executed as a deed, but not delivered until the )  
first date specified on page 1, by CARE; )  
ASPIRATIONS DEVELOPMENTS )  
LIMITED by a director in the presence of a )  
witness:

  
Signature

Name (block capitals) ANDREW GRIFFITH  
Director

Witness signature



Witness name  
(block capitals)

Andrew Shuck

Witness address

Troxers & Hamlin's UP


3 Bunhill Row, London EC1Y 8Y2

Address: c/o Cambian Group  
4th Floor  
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Fax: 020 8735 6151

Attention: Andrew Griffith,  
Chief Financial Officer

Executed as a deed, but not delivered until the )  
first date specified on page 1, by CARE )  
**ASPIRATIONS PROPERTIES LIMITED** )  
by a director in the presence of a witness: )

  
Signature \_\_\_\_\_

Name (block capitals) ANDREW GRIFFITH  
Director

Witness signature 

Witness name  
(block capitals)

Andrew Sluckey

Witness address

Travers & Hamlin LLP

3 Bunhill Row, London, EC1Y 8Y2

**Address:** c/o Cambian Group  
4th Floor  
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**Fax:** 020 8735 6151

**Attention:** Andrew Griffith,  
Chief Financial Officer

Executed as a deed, but not delivered until the )  
first date specified on page 1, by CAMBIAN )  
LEARNING DISABILITIES LIMITED by )  
a director in the presence of a witness. )

Signature

Name (block capitals) ANDREW GRIFFITH  
Director

Witness signature

Witness name  
(block capitals)

Witness address

Andrew Sluckey

Trovers & Hamlin LLP

3 Bunhill Row, London, EC1Y 8TZ

Address: c/o Cambian Group  
4th Floor  
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Chancellors Road  
London  
W6 9RU

Fax: 020 8735 6151

Attention: Andrew Griffith,  
Chief Financial Officer

Executed as a deed, but not delivered until the )  
first date specified on page 1, by CAMBIAN )  
LEARNING DISABILITIES SERVICES )  
LIMITED by a director in the presence of a )  
witness

Signature

Name (block capitals) ANDREW GRIFFITH  
Director

Witness signature

Witness name  
(block capitals)

Witness address

[Redacted signature]

Andrew Shick

Trouers & Hamlin LLP

3 Bunhill Row, London  
EC1Y 8Y2

Address: c/o Cambian Group  
4th Floor  
Waterfront Building  
Chancellors Road  
London  
W6 9RU

Fax: 020 8735 6151

Attention: Andrew Griffith,  
Chief Financial Officer

Executed as a deed, but not delivered until the )  
first date specified on page 1, by CAMBIAN )  
WHINFELL SCHOOL LIMITED by a )  
director in the presence of a witness: )

Signature

Name (block capitals) ANDREW GRIFFITH  
Director

Witness signature

Witness name  
(block capitals)

Witness address

Andrew Sluckey

Tromers & Hamlin's WP

3 Bunhill Row, London, EC1Y 8Y2

Address: c/o Cambian Group  
4th Floor  
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W6 9RU

Fax: 020 8735 6151

Attention: Andrew Griffith,  
Chief Financial Officer

Executed as a deed, but not delivered until the )  
first date specified on page 1, by CAMBIAN )  
SIGNPOST LIMITED by a director in the )  
presence of a witness: )

Signature

Name (block capitals) ANDREW GRIFFITH  
Director

Witness signature

Witness name  
(block capitals)

Witness address

Address: c/o Cambian Group  
4th Floor  
Waterfront Building  
Chancellors Road  
London  
W6 9RU

Fax: 020 8735 6151

Attention: Andrew Griffith,  
Chief Financial Officer



Executed as a deed, but not delivered until the )  
first date specified on page 1, by CAMBIAN )  
SIGNPOST CARE SERVICES LIMITED )  
by a director in the presence of a witness: )

Signature

Name (block capitals)

ANDREW GRIFFITH  
Director

Witness signature

Witness name  
(block capitals)

Witness address

Andrew Sluckey

Travers & Hambins LLP

3 Bunhill Row, London EC1Y 8Y2

Address: c/o Cambian Group  
4th Floor  
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London  
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Fax: 020 8735 6151

Attention: Andrew Griffith,  
Chief Financial Officer

Executed as a deed, but not delivered until the )  
first date specified on page 1, by CAMBIAN )  
LEARNING DISABILITIES MIDLANDS )  
LIMITED by a director in the presence of a )  
witness

Signature

Name (block capitals) ANDREW GRIFFITHS  
Director

Witness signature

Witness name  
(block capitals)

Witness address

Andrew Shuckey

Troness & Hamblins UP  
London, EC1V 8Y2

**Address:** c/o Cambian Group  
4th Floor  
Waterfront Building  
Chancellors Road  
London  
W6 9RU

**Fax:** 020 8735 6151

**Attention:** Andrew Griffith,  
Chief Financial Officer

Executed as a deed, but not delivered until the )  
first date specified on page 1, by CAMBLAN )  
ST PAUL'S LIMITED by a director in the )  
presence of a witness )

Sig

Name (block capitals) ANDREW GRIFFITHS  
Director

Witness signature

Witness name  
(block capitals)

Witness address

Andrew Shuck

Trovers & Hamlin's LLP

3 Bunhill Row, London, EC1Y 8Y2

Address: c/o Cambian Group  
4th Floor  
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Fax: 020 8735 6151

Attention: Andrew Griffith,  
Chief Financial Officer

Executed as a deed, but not delivered until the )  
first date specified on page 1, by )  
ADVANCED CHILDCARE GROUP )  
LIMITED. )

Signature

Name (block capitals) ANDREW HILLS  
Director

Address: c/o Cambian Group  
4th Floor  
Waterfront Building  
Chancellors Road  
London  
W6 9RU

Fax: 020 8735 6151

Attention: Andrew Griffith,  
Chief Financial Officer

Executed as a deed, but not delivered until the )  
first date specified on page 1, by CAMBIAN )  
HOLDINGS LIMITED: )

Name (block capitals) MICHAEL RUSSELL  
Director

Address: c/o Cambian Group  
4th Floor  
Waterfront Building  
Chancellors Road  
London  
W6 9RU

Fax: 020 8735 6151

Attention: Andrew Griffith,  
Chief Financial Officer

Executed as a deed, but not delivered until the )  
first date specified on page 1, by CAMBIAN )  
PROPERTIES LIMITED. )

Signature

Name (block capitals) ANDREW WICKS  
Director

Address: c/o Cambian Group  
4th Floor  
Waterfront Building  
Chancellors Road  
London  
W6 9RU

Fax: 020 8735 6151

Attention: Andrew Griffith,  
Chief Financial Officer

Executed as a deed, but not delivered until the )  
first date specified on page 1, by CAMBIAN )  
PROPERTIES II LIMITED. )

Name (block capitals) MICHAEL RESIDUALS  
Director

Address: c/o Cambian Group  
4th Floor  
Waterfront Building  
Chancellors Road  
London  
W6 9RU

Fax: 020 8735 6151

Attention: Andrew Griffith,  
Chief Financial Officer

Executed as a deed, but not delivered until the )  
first date specified on page 1, by CAMBIAN )  
DEVELOPMENTS II LIMITED )

Signature

Name (block capitals) ANDREW HILL  
Director

Address: c/o Cambian Group  
4th Floor  
Waterfront Building  
Chancellors Road  
London  
W6 9RU

Fax: 020 8735 6151

Attention: Andrew Griffith,  
Chief Financial Officer

Executed as a deed, but not delivered until the )  
first date specified on page 1, by CARE )  
ASPIRATIONS HOLDINGS LIMITED )

Name (block capitals)

Director

Address: c/o Cambian Group  
4th Floor  
Waterfront Building  
Chancellors Road  
London  
W6 9RU

Fax: 020 8735 6151

Attention: Andrew Griffith,  
Chief Financial Officer

Executed as a deed, but not delivered until the )  
first date specified on page 1, by CAMBIAN )  
HEALTHCARE PROPERTIES LIMITED: )  
)

Sig

Name (block capitals) ANDREW GRIFFITHS  
Director

Address: c/o Cambian Group  
4th Floor  
Waterfront Building  
Chancellors Road  
London  
W6 9RU

Fax: 020 8735 6151

Attention: Andrew Griffith,  
Chief Financial Officer

WITNESSED BY: Andrew Sluicey

Travers & Hamlin's LLP  
3 Bunhill Row, London  
EC1Y 8Y2

Executed as a deed, but not delivered until the )  
first date specified on page 1, by ISAND )  
LIMITED: )  
)

Signature

Name (block capitals) ANDREW GRIFFITHS  
Director

Address: c/o Cambian Group  
4th Floor  
Waterfront Building  
Chancellors Road  
London  
W6 9RU

Fax: 020 8735 6151

Attention: Andrew Griffith,  
Chief Financial Officer

WITNESSED BY: Andrew Sluicey

Travers & Hamlin's LLP  
3 Bunhill Row  
London  
EC1Y 8Y2

Executed as a deed, but not delivered until the  
first date specified on page 1, by ISAND  
(DOMICILIARY CARE) LIMITED

Signature

Name (block capitals) ANDREW GRIFFITHS  
Director

Address: c/o Cambian Group  
4th Floor  
Waterfront Building  
Chancellors Road  
London  
W6 9RU

Fax: 020 8735 6151

Attention: Andrew Griffith,  
Chief Financial Officer

Witnessed by: Andrew Smith

Travers & Hamlin's LLP  
3 Bunhill Row, London  
EC1Y 8Y2

Executed as a deed, but not delivered until the  
first date specified on page 1, by SHORT  
GROUND LIMITED

Signature

Name (block capitals) ANDREW GRIFFITH  
Director

Address: c/o Cambian Group  
4th Floor  
Waterfront Building  
Chancellors Road  
London  
W6 9RU

Fax: 020 8735 6151

Attention: Andrew Griffith,  
Chief Financial Officer

Witnessed by: Andrew Smith

Travers & Hamlin's LLP  
3 Bunhill Row  
London  
EC1Y 8Y2



Executed as a deed, but not delivered until the )  
first date specified on page 1, by )  
**RELATIVETO LIMITED** )  
)

Signature

Name (block capitals) ANDREW GRIFFITH  
Director

Address: c/o Cambian Group  
4th Floor  
Waterfront Building  
Chancellors Road  
London  
W6 9RU

Fax: 020 8735 6151

Attention: Andrew Griffith,  
Chief Financial Officer

Witnessed by: Andrew Luckin

Travers & Hamlin's  
LLP

3 Bunhill Row  
London, EC1Y 8Y2

Executed as a deed, but not delivered until the )  
first date specified on page 1, by )  
**EVERYCORNER LIMITED** )  
)

Signature

Name (block capitals) ANDREW GRIFFITH  
Director

Address: c/o Cambian Group  
4th Floor  
Waterfront Building  
Chancellors Road  
London  
W6 9RU

Fax: 020 8735 6151

Attention: Andrew Griffith,  
Chief Financial Officer

Witnessed by: Andrew Luckin

Travers & Hamlin's LLP

3 Bunhill Row

London

EC1Y 8Y2


Executed as a deed, but not delivered until the  
first date specified on page 1, by CAIREACH  
LIMITED.

Signature

Name (block capitals) ANDREW GRIFFITH  
Director

**Address:** c/o Cambian Group  
4th Floor  
Waterfront Building  
Chancellors Road  
London  
W6 9RU  
  
**Fax:** 020 8735 6151  
  
**Attention:** Andrew Griffith,  
Chief Financial Officer

WITNESSES BY: ANDREW SLUCKY

  
Tromers & Hamling  
UP

3 Bush Hill Park  
London  
EC1Y 8Y2

Executed as a deed, but not delivered until the )  
first date specified on page 1, by CAMBIAN )  
FS LIMITED by a director in the presence of )  
a witness )

Signature

Name (block capitals)

ANDREW GRIFFITH  
Director

Witness signature

Witness name  
(block capitals)

Andrew Sluckey

Witness address

Turners & Hamlin's LLP  
3 Bunhill Row  
London, EC1A 8TZ

Address.

c/o Cambian Group  
4th Floor  
Waterfront Building  
Chancellors Road  
London  
W6 9RU

Fax:

020 8735 6151

Attention:

Andrew Griffith,  
Chief Financial Officer

**THE SECURITY AGENT**

Signed by [REDACTED] for and )  
on behalf of SANTANDER UK PLC: )  
)-

Signature [REDACTED]

**Address:** 2 Triton Square  
Regents Place  
London  
NW1 3AN

**Email:** robert.adams@santander.co.uk  
richard.priault@santander.co.uk

**Attention:** Robert Adams/Richard Priault