



Registration of a Charge

Company Name: **CASTLECARE HOLDINGS LIMITED**

Company Number: **02178870**



Received for filing in Electronic Format on the: **04/10/2021**

XAEF4YK9

Details of Charge

Date of creation: **27/09/2021**

Charge code: **0217 8870 0020**

Persons entitled: **GLAS TRUST CORPORATION LIMITED (AS SECURITY TRUSTEE FOR ITSELF AND THE OTHER SENIOR SECURED PARTIES (AS DEFINED IN THE INSTRUMENT))**

Brief description:

Contains fixed charge(s).

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

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT SIGNED BY (I) THE PARTIES TO IT (EXCEPT FOR GLAS TRUST CORPORATION LIMITED) USING THEIR ELECTRONIC**

**SIGNATURES AND (2) GLAS TRUST CORPORATION LIMITED USING
ITS WET INK SIGNATURE.**

Certified by:

DECHERT LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2178870

Charge code: 0217 8870 0020

The Registrar of Companies for England and Wales hereby certifies that a charge dated 27th September 2021 and created by CASTLECARE HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th October 2021 .

Given at Companies House, Cardiff on 6th October 2021

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



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

THIS ACCESSION DEED is made on

27 September 2021

BETWEEN

- (1) EACH COMPANY LISTED IN SCHEDULE 1 (each an "**Acceding Company**");
- (2) ASPRIS MIDCO LIMITED (company number 13536729) (the "**Parent**"); and
- (3) GLAS TRUST CORPORATION LIMITED (as Security Agent for the Senior Secured Parties (as defined below)) (the "**Security Agent**").

BACKGROUND

This Accession Deed is supplemental to a debenture dated 27 August 2021 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

Each Acceding Company:

- (i) unconditionally and irrevocably undertakes to and agrees with the Security Agent to observe and be bound by the Debenture (subject to the terms therein); 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*), 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*), 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 Material Property (if any) vested in or charged to the Acceding Company (including, without limitation, the property specified against its name in Part A of Schedule 2 (*Details of Security Assets owned by the 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 B of Schedule 2 (*Details of Security Assets owned by the 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 C of Schedule 2 (*Details of Security Assets owned by the 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 D of Schedule 2 (*Details of Security Assets owned by the Acceding Companies*) (if any));
- (v) subject to the limitations in Clauses 4.2(b) (*Security Assignments*) and Clause 4.2(c) (*Security Assignments*) of the Debenture (applied mutatis mutandis), by way of absolute assignment the Relevant Contracts (including, without limitation, those specified against its name in Part E of Schedule 2 (*Details of Security Assets owned by*

the Acceding Companies) (if any)), subject to a proviso for reassignment on redemption, all rights and remedies in connection with the Relevant Contracts 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 F of Schedule 2 (*Details of Security Assets owned by the Acceding Companies*) (if any)), subject to proviso for reassignment on redemption, all claims under the Insurances and all proceeds of the Insurances.

(d) Representations

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

- (i) each 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 Companies*);
- (ii) the Charged Securities listed in Part B of Schedule 2 (*Details of Security Assets owned by the Acceding Companies*) constitute the entire share capital owned by each Acceding Company in the relevant company and constitute the entire share capital of each such company; and
- (iii) Part A of Schedule 2 (*Details of Security Assets owned by the Acceding Companies*) identifies all Material Property which is beneficially owned by each Acceding Company at the date of this Deed.

(e) Consent

Pursuant to Clause 23.3 (*Accession Deed*) of the Debenture, the Parent (as agent for itself and the existing Chargors):

- (i) consents to the accession of 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 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 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 each Acceding Company and the Parent 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 each Acceding Company and the Parent.

EXECUTION PAGES OF THE ACCESSION DEED

THE ACCEDED COMPANIES



EXECUTED AS A DEED)
By: PRIORY EDUCATION SERVICES LIMITED)

Ryan Jarvis		Director
Trevor Torrington		Director

EXECUTED AS A DEED)
By: PROGRESS CARE AND EDUCATION LIMITED) 

Ryan Jarvis		Director
Trevor Torrington		Director

EXECUTED AS A DEED)
By: STRATHMORE COLLEGE LIMITED)

Ryan Jarvis		Director
Trevor Torrington		Director

EXECUTION VERSION

EXECUTED AS A DEED)
By: ASPIRE SCOTLAND LTD)

Ryan Jervis _____ Director
Trevor Torrington _____ Director

EXECUTED AS A DEED)
By: ASPIRE SCOTLAND HOLDINGS LIMITED)

Ryan Jervis _____ Director
Trevor Torrington _____ Director

EXECUTED AS A DEED)
By: CASTLECARE CYMRU LIMITED)

Ryan Jervis _____ Director
Trevor Torrington _____ Director

EXECUTED AS A DEED)
By: CASTLECARE EDUCATION LIMITED)

Ryan Jervis _____ Director
Trevor Torrington _____ Director

EXECUTION VERSION

EXECUTED AS A DEED)
By: CASTLECARE GROUP LIMITED)

Ryan Jervis [Redacted] Director
Trevor Torrington [Redacted] Director

EXECUTED AS A DEED)
By: CASTLE HOMES CARE LIMITED)

Ryan Jervis [Redacted] Director
Trevor Torrington [Redacted] Director

EXECUTED AS A DEED)
By: CASTLE HOMES LIMITED)

Ryan Jervis [Redacted] Director
Trevor Torrington [Redacted] Director

EXECUTED AS A DEED)
By: GALAXY CAFE LIMITED)

Ryan Jervis [Redacted] Director
Trevor Torrington [Redacted] Director

EXECUTION VERSION

EXECUTED AS A DEED)
By: ROTHCARE ESTATES LIMITED)

Ryan Jervis [Redacted] Director
Trevor Torrington [Redacted] Director

EXECUTED AS A DEED)
By: PRIORY NEW EDUCATION SERVICES)
LIMITED)

Ryan Jervis [Redacted] Director
Trevor Torrington [Redacted] Director

EXECUTED AS A DEED)
By: QUANTUM CARE (UK) LIMITED)

Ryan Jervis [Redacted] Director
Trevor Torrington [Redacted] Director

EXECUTED AS A DEED)
By: DUNHALL PROPERTY LIMITED)

Ryan Jervis [Redacted] Director
Trevor Torrington [Redacted] Director

EXECUTION VERSION

EXECUTED AS A DEED)
By: PRIORY (TROUP HOUSE) LIMITED)

Ryan Jervis [Redacted Signature] Director
Trevor Torrington [Redacted Signature] Director

EXECUTED AS A DEED)
By: CASTLECare HOLDINGS LIMITED)

Ryan Jervis [Redacted Signature] Director
Trevor Torrington [Redacted Signature] Director

EXECUTION VERSION

THE PARENT

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

Ryan Jervis  _____ Director

Trevor Torrington  _____ Director

EXECUTION VERSION

THE SECURITY AGENT

Emma Batchelor

Signed by Transaction Manager for and on)
behalf of **GLAS TRUST CORPORATION**)
LIMITED:

Signature

A black rectangular box redacting the signature of the Transaction Manager.

SCHEDULE 1

THE ACCEDING COMPANIES

Company name	Registered number	Registered office
Priory Education Services Limited	06244880	Fifth Floor, 80 Hammersmith Road, London, W14 8UD
Progress Care and Education Limited	03162312	Fifth Floor, 80 Hammersmith Road, London, England, W14 8UD
Strathmore College Limited	04147939	Fifth Floor, 80 Hammersmith Road, London, W14 8UD
Aspire Scotland Ltd	SC381536	38-40 Mansionhouse Road, Glasgow, Scotland, G41 3DW
Aspire Scotland Holdings Limited	SC427594	38-40 Mansionhouse Road, Glasgow, Scotland, G41 3DW
Castlecare Cymru Limited	04766939	Fifth Floor, 80 Hammersmith Road, London, W14 8UD
Castlecare Education Limited	04525732	Fifth Floor, 80 Hammersmith Road, London, W14 8UD
Castlecare Group Limited	05094462	Fifth Floor, 80 Hammersmith Road, London, W14 8UD
Castle Homes Care Limited	03124409	Fifth Floor, 80 Hammersmith Road, London, W14 8UD
Castle Homes Limited	02910603	Fifth Floor, 80 Hammersmith Road, London, W14 8UD
Galaxy Cafe Limited	SC499541	38-40 Mansionhouse Road, Glasgow, Scotland, G41 3DW
Rothcare Estates Limited	03941902	Fifth Floor, 80 Hammersmith Road, London, W14 8UD
Priory New Education Services Limited	07221650	Fifth Floor, 80 Hammersmith Road, London, W14 8UD
Quantum Care (UK) Limited	04258780	Fifth Floor, 80 Hammersmith Road, London, W14 8UD

Company name	Registered number	Registered office
Dunhall Property Limited	05771757	Fifth Floor, 80 Hammersmith Road, London, W14 8UD
Priory (Troup House) Limited	SC287396	38-40 Mansionhouse Road, Glasgow, G41 3DW
Castlecare Holdings Limited	02178870	Fifth Floor, 80 Hammersmith Road, London, W14 8UD

SCHEDULE 2 – DETAILS OF SECURITY ASSETS OWNED BY THE ACCEDING COMPANIES

Part A Material Property

Registered land			
Chargor	Address	Administrative area	Title number
Dunhall Property Limited	420 Croston Road, Farington Moss, Leyland PR26 6PJ	Lancashire: South Ribble	LA769760
Priory Education Services Limited	303 Belstead Road, Ipswich, IP2 9EH	Suffolk: Ipswich	SK52825
Priory Education Services Limited	Chelfham Senior School, Bere Alston, Yelverton PL20 7EX	Devon: West Devon	DN346394
Priory Education Services Limited	Kilworthy House, Tavistock PL19 0JN	Devon: West Devon	DN369633
Priory Education Services Limited	Kilworthy House, Tavistock PL19 0JN	Devon: West Devon	DN371089
Priory Education Services Limited	Brimble Hall, Chilsworthy, Gunnislake PL18 9PB	Cornwall	CL200832
Priory Education Services Limited	Buctor House, Crease Lane, Tavistock PL19 8EN	Devon: West Devon	DN275457
Priory Education Services Limited	5 Fernhill Road, New Milton BH25 5JZ	Hampshire: New Forest	HP88504
Priory Education Services Limited	Paper Bag Cottage, Sway Road, Lymington, SO41 8NN	Hampshire: New Forest	HP579956

Registered land			
Chargor	Address	Administrative area	Title number
Priory Education Services Limited	Eastwood Grange, Milken Lane, Far Hill, Ashover, Chesterfield S45 0BA	Derbyshire: North East Derbyshire	DY212755
Priory Education Services Limited	Eastwood Grange, Milken Lane, Ashover, Chesterfield S45 0BA	Derbyshire: North East Derbyshire	DY418614
Priory Education Services Limited	The Cloisters, Rectory Drive, Whiston, Rotherham S60 4JG	South Yorkshire: Rotherham	SYK404607
Priory Education Services Limited	Moor Farm Cottage, Old Works Lane, Calow, Chesterfield S44 5UL	Derbyshire: North East Derbyshire	DY319809
Priory Education Services Limited	4 Birkin Lane, Temple Normanton, Chesterfield S42 5DD	Derbyshire: North East Derbyshire	DY495557
Priory Education Services Limited	8 and 8a Christchurch Street East, Frome BA11 1QB	Somerset: Mendip	WS33299
Priory Education Services Limited	19 Ashleigh Grove, Trowbridge BA14 0BL	Wiltshire	WT232735
Priory Education Services Limited	20 Ashleigh Grove, Trowbridge BA14 0BL	Wiltshire	WT232737
Priory Education Services Limited	16 Delta Close, Frome BA11 3AH	Somerset: Mendip	WS12857
Priory Education Services Limited	Sandusky Mews, Monmouth Drive, Frome BA11 2AU	Somerset: Mendip	WS37288

Registered land			
Chargor	Address	Administrative area	Title number
Priory Education Services Limited	Sandusky Mews, Monmouth Drive, Frome BA11 2AU	Somerset: Mendip	WS31174
Priory Education Services Limited	21 Ashleigh Grove, Trowbridge BA14 0BL	Wiltshire	WT263653
Priory Education Services Limited	Gamekeepers Cottage, Eldon Lane, Holywell Row, Bury St Edmunds IP28 8LZ	Suffolk: West Suffolk	SK255139
Priory Education Services Limited	Sion House, 52 Sion Close, Ribbleton, Preston PR2 6RP	Lancashire: Preston	LA510309
Priory Education Services Limited	67 King Street, Wrexham LL11 1HR	Wrexham	WA437703
Priory Education Services Limited	Fairview House, Foy, Ross- on-Wye HR9 6RB	Herefordshire	HE19135
Priory Education Services Limited	Grosvenor House, Gloucester Road, Ross-On-Wye HR9 5NA	Herefordshire	HE6500
Priory Education Services Limited	Callow Hills, Hereford Road, Ledbury HR8 2PZ	Herefordshire	HW184688
Priory Education Services Limited	Woodbury House, Yarkhill, Hereford (HR1 3SU	Herefordshire	HE10885
Priory Education Services Limited	Highbury House, Dinedor,	Herefordshire	HE29736

Registered land			
Chargor	Address	Administrative area	Title number
	Hereford HR2 6PD		
Priory Education Services Limited	Land adjoining Pipewood School, Blithbury	Staffordshire: Lichfield	SF487737
Priory Education Services Limited	Land lying to the west side of Pipewood School, Blithbury	Staffordshire: Lichfield	SF436589
Priory Education Services Limited	Sedgemoor Manor, Blackford Road, Mark, Highbridge	Somerset: Sedgemoor	ST237393
Priory Education Services Limited	Sedgemoor Manor, Blackford Road, Mark, Highbridge	Somerset: Sedgemoor	ST105342
Priory Education Services Limited	Sedgemoor Manor, Blackford Road, Mark, Highbridge	Somerset: Sedgemoor	ST118526
Priory Education Services Limited	Sedgemoor Manor, Blackford Road, Mark, Highbridge	Somerset: Sedgemoor	ST89455
Priory Education Services Limited	61 Hamilton Road, Longton ST3 4RP	Stoke-on-Trent	SF159227
Priory Education Services Limited	Parkview, 29 Cocknage Road, Stoke-On-Trent ST3 4AP	Stoke-on-Trent	SF223111
Rothcare Estates Limited	Dane House, Mill Street, Buglawton, Congleton CW12 2AF	Cheshire East	CH518337
Rothcare Estates Limited	16 Mill Bank, Wellington, Telford, TF1 1RZ	Wrekin	SL105070

Registered land				
Chargor	Address	Administrative area	Title number	
Rothcare Estates Limited	Maes Werdd, Greenfield, Ferryside (SA17 5UE	Carmarthenshire	WA913010	
Rothcare Estates Limited	21-23 New Street, Doddington, March PE15 0SP	Cambridgeshire: Fenland	CB103955	
Rothcare Estates Limited	The Warren, Parson Land Drove, Doddington, March PE15 0UD	Cambridgeshire: Fenland	CB288486	
Rothcare Estates Limited	Wayside House, Ynysybwll, Pontypridd CF37 3LS	Rhondda Cynon Taff	WA846363	
Priory New Education Services Limited	174 Fox Lane, Leyland PR25 1HE	Lancashire: South Ribble	LA809740	
Priory New Education Services Limited	Oliver House, Hallgate, Chorley PR7 1XA	Lancashire: Chorley	LA656031	
Priory New Education Services Limited	New House Farm, Cow Hill, Haighton, Preston PR2 5SE	Lancashire: Preston	LA420750	
Unregistered land				
Chargor	Address	Document describing the Real Property		
		Date	Document	Parties
None				

Part B Charged Securities

Chargor	Name of company in which shares are held	Class of shares held	Number of shares held	Issued share capital
Priory Education Services Limited	Castlecare Group Limited	Ordinary Ordinary A	1,735,297,492 822,937	£1,7361,204.29
Priory Education Services Limited	Coxlease School Limited	Ordinary	2	£2
Priory Education Services Limited ¹	Priory New Education Services Limited	Ordinary	1	£1
Priory Education Services Limited ²	Progress Care and Education Limited	Ordinary	10,100	£10,100
Priory Education Services Limited ³	Strathmore College Limited	Ordinary	5,510,002	£5,510,002
Priory Education Services Limited	Speciality Care Limited	Ordinary £0.10 Convertible preference shares of £1.00	1,818,183 7,500,000	£7,681,818.30
Priory Education Services Limited	Priory (Thetford 1) Limited	Ordinary	1	£1.00
Castlecare Group Limited	Castlecare Holdings Limited	A Ordinary shares of £1 each B Ordinary shares of £1 each	280,976 92,194	£373,170

¹ Note: Subject to pending registration of legal title.

² Note: Subject to pending registration of legal title.

³ Note: Subject to pending registration of legal title.

Chargor	Name of company in which shares are held	Class of shares held	Number of shares held	Issued share capital
Castlecare Group Limited	Quantum Care (UK) Limited	A Ordinary shares of £1 each	76	£100
		B Ordinary shares of £1 each	24	
Castlecare Holdings Limited	Castle Homes Care Limited	Ordinary	25,000	£25,000
Castlecare Holdings Limited	Castlecare Cymru Limited	Ordinary	25,000	£25,000
Castlecare Holdings Limited	Castle Homes Limited	Ordinary	25,000	£25,000
Castlecare Holdings Limited	Rothcare Estates Limited	Ordinary	25,000	£25,000
Castlecare Holdings Limited	Castlecare Education Limited	Ordinary	25,000	£25,000
Priory New Education Services Limited	Dunhall Property Limited	Ordinary	1,000	£1,000
Strathmore College Limited	Speciality Care (Medicare) Limited	Ordinary	2	£2

Part C Charged Accounts

Collection Accounts			
Account Bank	Account Holder	Sort Code	Account number
Barclays	Castle Homes Care Limited	20-53-18	██████65
Barclays	Castle Homes Care Limited	20-53-12	██████36
Barclays	Castle Homes Limited	20-53-12	██████37
Barclays	Castlecare Cymru Limited	20-53-12	██████89
Barclays	Castlecare Education Limited	20-53-12	██████02
Barclays	Castlecare Group Limited	20-53-12	██████05
Barclays	Castlecare Group Limited	20-53-12	██████08
Barclays	Priory (Troup House) Limited	20-00-00	██████31
Barclays	Priory Education Services Limited	20-00-00	██████16
Barclays	Priory Education Services Limited	20-00-00	██████12
Barclays	Priory Education Services Limited	20-00-00	██████10
Barclays	Priory Education Services Limited	20-00-00	██████17
Barclays	Priory Education Services Limited	20-00-00	██████15
Barclays	Priory Education Services Limited	20-00-00	██████15
Barclays	Priory Education Services Limited	20-00-00	██████53

Collection Accounts			
Account Bank	Account Holder	Sort Code	Account number
Barclays	Priory Education Services Limited	20-00-00	██████57
Barclays	Priory Education Services Limited	20-00-00	██████50
Barclays	Priory Education Services Limited	20-00-00	██████56
Barclays	Priory Education Services Limited	20-00-00	██████58
Barclays	Priory Education Services Limited	20-00-00	██████63
Barclays	Priory Education Services Limited	20-00-00	██████63
Barclays	Priory Education Services Limited	20-00-00	██████63
Barclays	Priory Education Services Limited	20-00-00	██████59
Barclays	Priory Education Services Limited	20-00-00	██████53
Barclays	Priory Education Services Limited	20-00-00	██████59
Barclays	Priory Education Services Limited	20-00-00	██████51
Barclays	Priory Education Services Limited	20-00-00	██████54
Barclays	Priory Education Services Limited	20-00-00	██████57
Barclays	Priory Education Services Limited	20-00-00	██████51
Barclays	Priory Education Services Limited	20-00-00	██████57

Collection Accounts			
Account Bank	Account Holder	Sort Code	Account number
Barclays	Priory Education Services Limited	20-00-00	██████63
Barclays	Priory Education Services Limited	20-00-00	██████57
Barclays	Priory Education Services Limited	20-00-00	██████58
Barclays	Priory Education Services Limited	20-00-00	██████51
Barclays	Priory Education Services Limited	20-00-00	██████54
Barclays	Priory Education Services Limited	20-00-00	██████57
Barclays	Priory Education Services Limited	20-00-00	██████59
Barclays	Priory Education Services Limited	20-00-00	██████54
Barclays	Priory Education Services Limited	20-00-00	██████58
Barclays	Priory Education Services Limited	20-00-00	██████51
Barclays	Priory Education Services Limited	20-00-00	██████53
Barclays	Priory Education Services Limited	20-00-00	██████57
Barclays	Priory Education Services Limited	20-00-00	██████57
Barclays	Priory Education Services Limited	20-00-00	██████56
Barclays	Priory Education Services Limited	20-00-00	██████52

Collection Accounts			
Account Bank	Account Holder	Sort Code	Account number
Barclays	Priory Education Services Limited	20-00-00	██████63
Barclays	Priory Education Services Limited	20-00-00	██████01
Barclays	Priory Education Services Limited	20-00-00	██████03
Barclays	Priory Education Services Limited	20-00-00	██████19
Barclays	Priory Education Services Limited	20-00-00	██████03
Barclays	Priory Education Services Limited	20-00-00	██████08
Barclays Middle East	Priory Education Services Limited	Iban	████████████████████33
Barclays Middle East	Priory Education Services Limited	Iban	████████████████████37
Barclays	Priory New Education Services Limited	20-00-00	██████69
Barclays	Quantum Care (UK) Limited	20-53-12	██████79
Barclays	Rothcare Estates Limited	20-53-12	██████33

Part D Intellectual Property

Part D1 Trade marks				
Proprietor/ADP number	TM number	Jurisdiction/apparent status	Classes	Mark text
None				

Part D2 Patents		
Proprietor/ADP number	Patent number	Description
None		

Part E Material Contracts

Chargor	Date of Relevant Contract	Parties	Details of Relevant Contract
None			

Part F Insurances

Chargor	Type of Insurance	Insurer	Policy number
Priory Education Services Limited	Property Insurance	Royal and Sun Alliance Insurance plc and others	RKL233158
Priory Education Services Limited	Employers' Liability Insurance	Zurich Insurance plc	7129825
Priory Education Services Limited	Public/Products and Medical Professional Liability Insurance	Zurich Insurance plc	7129824
Priory Education Services Limited	Motor Fleet Insurance	AXA Insurance UK plc	LC FLE 7068489