

# M

COMPANIES FORM No 395

## Particulars of a mortgage or charge

128343/611

# 395

CHFP000

A fee of £13 is payable to Companies House in respect of each register entry for the mortgage or charge.

Please do not write  
in this margin

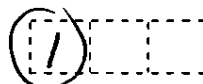
Pursuant to section 395 of the Companies Act 1985

Please complete  
legibly, preferably  
in black type or  
bold block lettering

To the Registrar of Companies  
(Address overleaf - Note 6)

For Official use

Company Number



03210281

Name of Company

\*insert full name of  
company

Riverside Childcare Limited (the "Company")

Date of creation of the charge

18 June 2009

Description of the instrument (if any) creating or evidencing the charge (note 2)

Fixed and Floating Security Document (the "Security Document") dated 18 June 2009 between,  
amongst others, the Company and the Security Trustee.

Amount secured by the mortgage or charge

(PLEASE SEE ATTACHED CONTINUATION SHEET)

Name and address of the mortgagees or persons entitled to the charge

Société Générale as Security Trustee for the benefit of the Secured Parties

SG House, 41 Tower Hill, London

Postcode

EC3N 4SG

Presentor's name address and  
reference (if any):

Linklaters LLP  
One Silk Street  
London EC2Y 8HQ  
Tel: 020 7456 2000  
Ref: Stephen Lucas/Louisa Noel

Please return  
via  
DHL or Courrier

Time critical reference

For official Use  
Mortgage Section

Post room

FRIDAY



LD5

26/06/2009

19

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

**(PLEASE SEE ATTACHED CONTINUATION SHEET)**

Please do not write  
in this margin

Please complete  
legibly, preferably  
in black type or  
bold block lettering

Particulars as to commission allowance or discount (note 3)

Nil

A fee of £13 is  
payable to  
Companies House  
in respect of each  
register entry for a  
mortgage or  
charge.  
(See Note 5)

Signed

*Linclaters LLP*

Date

*26/06/09*

On behalf of Company

**Note**

<sup>†</sup> Delete as appropriate

1. The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
2. A description of the instrument, e.g. "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given.
3. In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his:
  - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
  - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional, for any of the debentures including in this return. The rate of interest payable under the terms of the debentures should not be entered.
4. If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
5. Cheques and Postal Orders are to be made payable to **Companies House**.
6. The address of the Registrar of Companies is:-

Companies House, Crown Way, Cardiff CF4 3UZ

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Name of Company

Riverside Childcare Limited

Company Number

03210281

**Amount secured by the mortgage or charge**

The "Liabilities", which are defined in the Security Document as meaning all present and future moneys, debts and liabilities due, owing or incurred by the Company or any other Chargor to any Secured Party under or in connection with any Finance Document (in each case, whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently and whether as principal, surety or otherwise).

## Short particulars of all the property mortgaged or charged

### 1 Fixed Charges

The Company, with full title guarantee and as security for the payment of all Liabilities (whether of the Company or any other Chargor), charged in favour of the Security Trustee (as trustee for the Secured Parties):

- 1.1 Present Real Property:** by way of first legal mortgage, all Real Property in England and Wales (including that described in Schedule 3 (*Real Property*) to the Security Document but subject to the provisions of Clause 3.5 (*Landlord's consent*) of the Security Document in relation to each Consent Property) at the date of the Security Document belonging to it;
- 1.2 Future Real Property:** by way of first fixed equitable charge, all other Real Property belonging to it at the date of the Security Document and all Real Property acquired by it in the future.
- 1.3 Other Assets:** by way of first fixed charge, all its present and future:
- (a) Book Debts;
  - (b) Bank Accounts;
  - (c) uncalled capital and goodwill;
  - (d) Intellectual Property;
  - (e) beneficial interest in any pension fund;
  - (f) right, title and benefit in and to the Reports;
  - (g) plant and machinery (except that mortgaged or charged by paragraph (a) or (b) of Clause 3 (*Fixed Charges*) of the Security Document (as set out in paragraphs 1.1 (*Present Real Property*) or 1.2 (*Future Real Property*) above);
  - (h) rights under any agreement for the sale of any Charged Asset;
  - (i) benefit of all present and future Authorisations held in connection with its business or the use of any Charged Asset and the right to recover and receive all compensation which may be payable in respect of them;
  - (j) interest in the benefit of all guarantees, warranties and representations given or made by any manufacturers, suppliers and installers of any plant, machinery, equipment, fixtures and fittings at the date of the Security Document or in future on the Real Property and/or by any other person under contract with or under a duty to the Company in respect of them;
  - (k) future easements and other rights at any time vested in, or conferred on, the Company in connection with or otherwise for the benefit of the Charged Assets;
  - (l) (to the extent that they are not subject to effective Security under the Insurance Assignment or to an effective assignment under Clause 4.1 (*Assignments*) of the Security Document Insurances (as set out in paragraph 3 (*Assignments*) below) Insurances and all related proceeds, claims of any kind, returns of premium and other benefits; and
  - (m) (to the extent that they are not subject to an effective assignment under Clause 4.1 (*Assignments*) of the Security Document, (as set out in paragraph 3 (*Assignments*) below), all rights under any Hedging Agreement.

## **Short particulars of all the property mortgaged or charged**

### **2 Fixed Security over Investments and Shares**

The Company as continuing security for the payment, discharge and performance of the Liabilities at any time owed or due to any of the Secured Parties charged in favour of the Security Trustee:

- (a) by way of first fixed charge all Investments held at the date of the Security Documents or in the future by it and/or any nominee on its behalf; and
- (b) by way of first fixed charge all Shares held at the date of the Security Document or in the future by it and/or any nominee on its behalf.

### **3 Assignments**

The Company as continuing security for the payment, discharge and performance of the Liabilities (whether of the Company or any other Chargor) at any time owed or due to any Secured Party, assigned and agreed to assign (with a proviso for reassignment in accordance with Clause 24.1 (*Final Redemption*) of the Security Document) with full title guarantee to the Security Trustee absolutely all its present and future right, title, interest and benefit (if any) in and to:

- (a) the Acquisition Documents;
- (b) the Hedging Agreement;
- (c) the Investor Debt;
- (d) the Receivables Assignment;
- (e) any claims, awards and judgments in favour of the Company, under or in connection with any Transaction Documents; and
- (f) (to the extent that they are not subject to effective Security under the Insurance Assignment) all Insurances and all proceeds in respect of Insurances and all benefits of Insurances (including all claims relating to, and all returns of premium in respect of, Insurances).

To the extent that any such right, title, interest or benefit described in Clause 4.1 of the Security Document (as set out in paragraph 3 (*Assignments*) above) is not assignable or capable of assignment, such assignment purported to be effected by Clause 4.1 of the Security Document shall operate as an assignment of any and all proceeds, damages, compensation, remuneration, profit or income which the Company may derive from such right, title, interest or benefit or be awarded or entitled to in respect thereof in each case as continuing security for the payment, discharge and performance of the Liabilities (whether of the Company or any other Chargor) at any time owed or due to any Secured Party.

### **4 Floating Charge**

The Company, with full title guarantee and as security for the payment of all Liabilities (whether of the Company or any other Chargor), charged in favour of the Security Trustee (as trustee for the Secured Parties) by way of first floating charge all of its undertaking and all its assets, both present and future (including assets expressed to be charged by Clause 3 (*Fixed charges*) of the Security Document (as set out in paragraph 1 (*Fixed Charges*) above) or assigned by Clause 4.1 (*Assignments*) of the Security Document (as set out in paragraph 3 (*Assignments*) above)).

## **Short particulars of all the property mortgaged or charged**

**Note (1):** The Security Document provides that:

### **1 Security**

The Company shall not create or permit to subsist any Security over any Charged Asset nor do anything else prohibited by Clause 25.13 (*Negative Pledge*) of the Facility Agreement, except as permitted by that clause.

### **2 Disposal**

The Company shall not (nor shall it agree to) enter into a single transaction or series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, license, sub-license, transfer or otherwise dispose of any Charged Asset except as permitted in Clause 25.14 (*Disposals*) of the Facility Agreement.

### **3 Conversion by Notice**

The Security Trustee may convert the floating Charge over all or any of the Charged Assets into a fixed Charge by notice to the Company specifying the relevant Charged Assets (either generally or specifically):

- (a) if it considers it necessary to do so in order to protect or preserve the Charges over those Charged Assets and/or the priority of those Charges; and/or
- (b) while an Enforcement Event is continuing.

### **4 Automatic Conversion**

#### **4.1 If:**

- (a) the Company takes any step to create any Security, in breach of Clause 6.1 (*Security*) of the Security Document (as set out in paragraph 1 of this Note 1) other than any Permitted Security over any of the Charged Assets not subject to a fixed Charge; or
- (b) any person takes any step to effect any expropriation, attachment, sequestration, distress or execution against any of those Charged Assets,

without the prior written consent of the Security Trustee, the floating Charge over the relevant Charged Assets shall automatically and immediately be converted into a fixed Charge.

### **5 Miscellaneous**

A reference in the Security Document to a Charge of any freehold or leasehold property includes:

- (a) all buildings and Fixtures on that property;
- (b) the proceeds of sale of any part of that property; and
- (c) the benefit of any covenants for title given or entered into by any predecessor in title of the Company in respect of that property or any moneys paid or payable in respect of those covenants.

Name of Company  
Riverside Childcare Limited

Company Number  
03210281

## Short particulars of all the property mortgaged or charged

**Note (2):** In this Form, except to the extent that the context requires otherwise:

**"Accession Letter"** means a document substantially in the form set out in Schedule 7 (*Form of Accession Letter*) to the Facility Agreement.

**"Acquisition Documents"** has the meaning given to it in the Facility Agreement.

**"Additional Borrower"** means a company which becomes a Borrower in accordance Clause 28 (*Changes to the Obligors*) of the Facility Agreement.

**"Additional Guarantor"** means a company which becomes a Guarantor in accordance with Clause 28 (*Changes to the Obligors*) of the Facility Agreement.

**"Agent"** means Société Générale, a company incorporated in France and acting through its London Branch (registered number BR000021) which has its principal office at SG House, 41 Tower Hill, London EC3N 4SG as agent of the other Finance Parties, and which expression shall include its successors in title, permitted assigns and permitted transferees.

**"Arranger"** means Société Générale, a company incorporated in France and acting through its London Branch (registered number BR000021) which has its principal office at SG House, 41 Tower Hill, London EC3N 4SG as mandated lead arranger, and which expression shall include its successors in title, permitted assigns and permitted transferees.

**"Authorisation"** means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration.

**"Bank Accounts"** means all current, deposit or other accounts in the name of the Company with any bank or financial institution in which it at the date of the Security Document or in the future has an interest and (to the extent of its interest) all balances at the date of the Security Document or in the future standing to the credit of or accrued or accruing on those accounts, including the Mandatory Prepayment Account and the Holding Account (each as defined in the Facility Agreement).

**"Book Debts"** of the Company means all book and other debts of any nature, and all other rights to receive money (excluding Bank Accounts), at the date of the Security Document or in the future due, owing or payable to the Company and the benefit of all related negotiable instruments, rights, Security, guarantees and indemnities of any kind.

**"Borrower"** means an Original Borrower or an Additional Borrower unless it has ceased to be a Borrower in accordance with Clause 28 (*Changes to the Obligors*) of the Facility Agreement.

**"BoS Indemnity Provider"** means Société Générale, a company incorporated in France and acting through its London Branch (registered number BR000021) which has its principal office at SG House, 41 Tower Hill, London EC3N 4SG as provider of the BoS Letter of Indemnity and which expression shall include its successors in title, permitted assigns and permitted transferees.

**"BoS Letter of Indemnity"** means the letter of indemnity dated 19 March 2009 issued by the BoS Indemnity Provider to Bank of Scotland plc in respect of direct debit originator facilities provided to members of the Group or any replacement of such letter of indemnity on substantially the same terms.

**"Charged Assets"** means the assets from time to time subject, or expressed to be subject, to the Charges or any part of those assets and shall include present and future properties, revenues and rights of every description.

### **Short particulars of all the property mortgaged or charged**

**"Charges"** means all or any of the Security created or expressed to be created by or pursuant to the Security Document.

**"Chargor"** means the companies listed in Schedule 1 (*The Chargors*) to the Security Document, including the Company.

**"Company Intra-Group Loan Agreement"** means the loan agreement in the agreed form between certain members of the Group pursuant to which those members of the Group have or will make facilities available to each other.

**"Compliance Certificate"** means a certificate substantially in the form set out in Schedule 9 (*Form of Compliance Certificate*) to the Facility Agreement.

**"Consent Properties"** means the properties set out in Part II of Schedule 3 (*Consent Properties*) to the Security Document.

**"Delegate"** means a delegate or sub-delegate appointed under Clause 18.2 (*Delegation*) of the Security Document.

**"Enforcement Event"** means an Event of Default which is continuing.

**"Event of Default"** means any event or circumstance specified as such in Clause 26 (*Events of Default*) of the Facility Agreement.

**"Facility Agreement"** means the facility agreement dated 18 June 2009 between, among others, Esporta Racquets and Non Racquets Holdings Limited as the company, the companies named in it as original borrowers, the companies named in it as original guarantors, the Arranger, the financial institution named in it as Original Lender, the Agent and the Security Trustee.

**"Fee Letter"** has the meaning given to it in the Facility Agreement.

**"Finance Document"** means the Facility Agreement, any Accession Letter, the Company Intra-Group Loan Agreement, any Compliance Certificate, any Fee Letter, any Hedging Agreement, the Intercreditor Agreement, the BoS Letter of Indemnity, the Investor Report Recoveries Letter (as defined in the Facility Agreement), any Resignation Letter, any Selection Notice, any Transaction Security Document, any Utilisation Request and any other document designated as a "Finance Document" by the Agent and Esporta Racquets and Non Racquets Holdings Limited.

Any reference to a **"Finance Document"** or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended, novated, supplemented, extended, restated (however fundamentally and whether or not more onerously) or replaced and includes any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under that Finance Document or other agreement or instrument.

**"Finance Party"** means the Agent, the Arranger, the Security Trustee, a Lender, the Issuing Bank, the BoS Indemnity Provider or a Hedging Bank and which expression shall include its successors in title, permitted assigns and permitted transferees.

**"Fixtures"** means fixtures, fittings (including trade fixtures and fittings) and fixed plant, machinery and apparatus.

**"Group"** means Esporta Racquets and Non Racquets Holdings Limited and each of its Subsidiaries for the time being.

**"Guarantor"** means an Original Guarantor or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with Clause 28 (*Changes to the Obligors*) of the Facility Agreement.



### **Short particulars of all the property mortgaged or charged**

**"Hedging Agreement"** means any master agreement, confirmation, schedule, novation or other agreement entered into or to be entered into by a member of the Group and a Hedging Bank for the purpose of effecting (and maintaining in effect) hedging against interest rate risks in relation to the Term Facility in accordance with the Facility Agreement and the Intercreditor Agreement.

**"Hedging Bank"** means a person which has become a party to the Intercreditor Agreement as a Hedging Bank in accordance with the provisions of the Intercreditor Agreement.

**"Holding Company"** means, in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary.

**"Insurance Assignment"** means the assignment of insurances dated 18 June 2009 between Esporta Freehold and Long Leasehold Limited as assignor and Société Générale as security agent under the facilities agreement dated 18 June 2009 between, amongst others, Esporta Property Holdings Limited as borrower and original guarantor, Société Générale as mandated lead arranger, Société Générale, acting through its London Branch as original lender and Société Générale as agent and security agent.

**"Insurances"** of the Company means all contracts and policies of insurance of any kind at the date of the Security Document or in the future taken out by or on behalf of it or (to the extent of its interest) in which it at the date of the Security Document or in the future has an interest.

**"Intellectual Property"** of the Company means all trade marks (excluding the trademark ESPORTA registered in the United States of America under registration number 2857151), service marks, trade names, domain names, logos, get-up, patents, inventions, registered and unregistered design rights, copyrights, topography rights, database rights, rights in confidential information and know-how, and any associated or similar rights anywhere in the world, which it at the date of the Security Document or in the future owns or (to the extent of its interest) in which it, at the date of the Security Document or in the future, has an interest (in each case whether registered or unregistered, including any related licences and sub-licences of the same granted by it or to it, applications and rights to apply for the same) and including, without limitation, the intellectual property rights specified in Schedule 5 (*Intellectual Property*) of the Security Document.

**"Intercreditor Agreement"** means the intercreditor agreement dated 18 June 2009 and made between amongst others, the Company, the Security Trustee, the Agent, the Arranger, the Lenders and the Hedging Banks.

**"Investments"** of the Company means:

- (a) securities and investments of any kind (including shares, stock, debentures, units, depositary receipts, bonds, notes, commercial paper and certificates of deposit);
- (b) warrants, options or other rights to subscribe for, purchase or otherwise acquire securities and investments;
- (c) all rights relating to securities and investments which are deposited with, or registered in the name of, any depositary, custodian, nominee, clearing house or system, investment manager, chargee or other similar person or their nominee, in each case whether or not on a fungible basis (including rights against any such person); and
- (d) all other rights attaching or relating to securities or investments and all cash or other securities or investments in the future deriving from Investments or such rights,

in each case at the date of the Security Document or in the future owned by the Company or (to the extent of its interest) in which the Company at the date of the Security Document or in the future has an interest.

### **Short particulars of all the property mortgaged or charged**

**"Investor"** means New Esporta Holding Limited.

**"Investor Debt"** means all present and future moneys, debts and liabilities due, owing or incurred by any Obligor to the Investor, including any dividends and any advisory, monitoring or management fee (in each case, whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently, and whether as principal, surety or otherwise), together with any related Additional Debt (as defined in the Facility Agreement).

**"Investor Loan Agreement"** means the loan agreement between the Investor and Esporta Racquets and Non Racquets Holdings Limited in the agreed form.

**"Issuing Bank"** means Société Générale, a company incorporated in France and acting through its London Branch (registered number BR000021) which has its principal office at SG House, 41 Tower Hill, London EC3N 4SG and any other Lender which has notified the Agent that it has agreed to the Company's request to be an Issuing Bank pursuant to the terms of the Facility Agreement provided that, in respect of a Letter of Credit issued or to be issued pursuant to the terms of the Facility Agreement, the **"Issuing Bank"** shall be the Issuing Bank which has issued or agreed to issue that Letter of Credit and which expression shall include its successors in title, permitted assigns and permitted transferees.

**"Lender"** means:

- (a) any Original Lender; and
- (b) any bank, financial institution, trust, fund or other entity which has become a Party in accordance with Clause 27 (*Changes to the Lenders*) of the Facility Agreement,

which in each case has not ceased to be a Party in accordance with the terms of the Facility Agreement and which expression shall include its successors in title, permitted assigns and permitted transferees.

**"Letter of Credit"** has the meaning given to it in the Facility Agreement which expression shall include its successors in title, permitted assigns and permitted transferees.

**"Obligors"** means a Borrower or a Guarantor and which expression shall include its successors in title, permitted assigns and permitted transferees.

**"Original Borrower"** means Esporta Racquets and Non Racquets Holdings Limited, Esporta Racquets Limited, Vitalblade Limited, Esporta Non Racquets Limited and Esporta Health & Fitness Limited.

**"Original Guarantor"** means the Subsidiaries of Esporta Racquets and Non Racquets Holdings Limited listed in Part I of Schedule 1 (*The Original Parties*) to the Facility Agreement.

**"Original Lender"** means Société Générale, a company incorporated in France and acting through its London Branch (registered number BR000021) which has its principal office at SG House, 41 Tower Hill, London EC3N 4SG.

**"Party"** means a party to the Facility Agreement and which expression shall include its successors in title, permitted assigns and permitted transferees.

**"Permitted Security"** has the meaning given to it in the Facility Agreement.

**"Real Property"** means freehold and leasehold property in England and Wales and other real property anywhere in the world (in each case including any estate or interest therein, all rights from time to time attached or relating thereto and all Fixtures from time to time therein or thereon).

**"Receivables Assignment"** means the assignment of receivables dated 18 June 2009 between Invicta Leisure Limited as assignor and Esporta Financial Services Limited as assignee.

Name of Company  
Riverside Childcare Limited

Company Number  
03210281

### **Short particulars of all the property mortgaged or charged**

**"Receiver"** means a receiver and manager or other receiver appointed in respect of the Charged Assets and shall, if allowed by law, include an administrative receiver.

**"Reports"** has the meaning given to it in the Facility Agreement.

**"Resignation Letter"** means a letter substantially in the form set out in Schedule 8 (*Form of Resignation Letter*) to the Facility Agreement.

**"Secured Parties"** means each Finance Party from time to time party to the Intercreditor Agreement, any Receiver or Delegate and which expression shall include its successors in title, permitted assigns and permitted transferees.

**"Security"** means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

**"Selection Notice"** means a notice substantially in the form set out in Part II of Schedule 3 (*Requests*) of the Facility Agreement given in accordance with Clause 13 (*Interest Periods*) of the Facility Agreement in relation to a Term Facility.

**"Security Trustee"** means Société Générale, a company incorporated in France and acting through its London Branch (registered number BR000021) which has its principal office at SG House, 41 Tower Hill, London EC3N 4SG, as security trustee for the benefit of the Secured Parties and which expressions shall include its successors in title, permitted assigns and permitted transferees and any person for the time being appointed as Security Trustee or Security Trustees in accordance with the Finance Documents.

**"Share"** means shares including those set out in Schedule 4 (*Shares*) to the Security Document.

**"Term Facility"** means the term loan facility made available under the Facility Agreement as described in paragraph (a)(i) of Clause 2.1 (*The Facilities*) of the Facility Agreement.

**"Transaction Documents"** means the Finance Documents, the Acquisition Documents, the Insurance Assignment, the Receivables Assignment, the Investor Documents and the Constitutional Documents (each as defined in the Facility Agreement where not defined in this Form 395).

**"Transaction Security Documents"** means each of the documents listed as being a Transaction Security Document in paragraph 3(e) of Part I of Schedule 2 (*Conditions Precedent*) to the Facility Agreement, and any document required to be delivered to the Agent under paragraph 12 of Part II of Schedule 2 (*Conditions Precedent*) to the Facility Agreement together with any other document entered into by any Obligor creating or expressed to create any Security over all or any part of its assets in respect of the obligations of any of the Obligors under any of the Finance Documents.

**"Utilisation Request"** means a notice substantially in the relevant form set out in Part I of Schedule 3 (*Requests*) of the Facility Agreement.



## **CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE**

**Pursuant to section 401(2) of the Companies Act 1985**

**COMPANY NO. 3210281  
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A FIXED AND FLOATING SECURITY  
DOCUMENT DATED 18 JUNE 2009 AND CREATED BY  
RIVERSIDE CHILDCARE LIMITED FOR SECURING ALL MONIES  
DUE OR TO BECOME DUE FROM THE COMPANY OR ANY  
OTHER CHARGOR TO ANY SECURED PARTY ON ANY  
ACCOUNT WHATSOEVER UNDER THE TERMS OF THE  
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING  
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1  
PART XII OF THE COMPANIES ACT 1985 ON THE 26 JUNE 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 30 JUNE 2009



*Companies House*  
— for the record —

LC  
RO



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES