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MG01

Particulars of a mortgage or charge



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LASERFORM

A fee is payable with this form

We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page



What this form is for

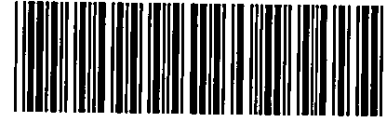
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland



What this form is NOT for

You cannot use this form to re-
register particulars of a charge for a S
company. To do this, please use
form MG01s

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COMPANIES HOUSE

1

Company details

Company number

0 4 6 5 3 0 2 0

Company name in full

Springfield Lodge Day Nursery

(Swanscombe) Limited (the "Company")

→ Filling in this form

Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2

Date of creation of charge

Date of creation

d1 d2 m0 m5 y2 y0 y1 y1

3

Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description

Accession Deed to an Intercreditor Deed (the "Deed")

4

Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

All present and future liabilities or obligations
(actual or contingent) payable or owing at any time
by any Group Company to the Finance Parties under
the Finance Documents, together with any Ancillary
Liabilities (the "Senior Liabilities")

Continuation page

Please use a continuation page if
you need to enter more details

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5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Continuation page

Please use a continuation page if you need to enter more details

Name	Bank of Scotland plc
Address	25 Gresham Street
	London
Postcode	E C 2 V 7 H N
Name	
Address	
Postcode	

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page

Please use a continuation page if you need to enter more details

Short particulars

- 1 By Clause 3 of the Deed, the Company agrees to become, with effect from 12 May 2011, a party to and be bound by the Intercreditor Deed as an Obligor
- 2 By Clause 7 8 (*Subordination on Insolvency, Turnover*) of the Intercreditor Deed, the Company will, upon demand by the Security Trustee, pay an amount equal to the amount of all payments or distributions of or in respect of any Junior Liabilities in cash or in kind received by or on behalf of it from any Insolvent Obligor (or any Insolvency Officer of that Insolvent Obligor) on or after the occurrence of any Insolvency Event to the Security Trustee for application in accordance with the Intercreditor Deed Pending such application the Security Trustee will hold such payment on trust for the beneficiaries entitled thereto
- 3 Throughout this form MG01 the following words and phrases shall have the following meanings -

"Additional Guarantor" means a company which becomes an Additional Guarantor in accordance with Clause 26 (*Change to the Charging Group Company*) of the Facilities Agreement (*Changes to the Charging Group Companies*)

"Agent" means Bank of Scotland plc (formerly known as The Governor and Company of the Bank of Scotland) in its capacity as agent under the Facilities Agreement

"Amending Agreement" means the amending agreement between, among others, the Parent and the Agent dated 18 September 2008 giving effect to an amendment and restatement of the Facilities Agreement

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>"Ancillary Liabilities" in relation to any of the Liabilities means</p> <ul style="list-style-type: none"> (a) any refinancing, novation (not being a transfer permitted by the Finance Documents), refunding, deferral or extension of any of those liabilities, (b) any further advance which may be made under any agreement supplemental to any relevant facilities agreement plus all interest, fees and costs in connection therewith, (c) any claim for damages or restitution in the event of rescission of any such liabilities or otherwise in connection with any relevant facilities agreement, (d) any claim against any Group Company flowing from any recovery by a Borrower or any other person of a payment of discharge in respect of those liabilities on the grounds of preference or otherwise; and (e) any amounts (such as post-insolvency interest) which would be included in any of the above but for any discharge, non-provability, unenforceability or non-allowability of the same in any insolvency or other proceedings <p>"Arranger" means Bank of Scotland plc formerly known as The Governor and Company of the Bank of Scotland) in its capacity as arranger under the Facilities Agreement</p> <p>"Borrower" means the Parent and each Group Company which becomes a borrower under any Finance Document</p> <p>"Facilities Agreement" means the facilities agreement dated 21 December 2004 made between, among others, the Parent and the Security Trustee and the other Finance Parties as amended and/or restated from time to time</p> <p>"Finance Document" means the Amending Agreement, the Facilities Agreement, the Intercreditor Deed, any fee letter, accession letter, Hedging Agreement, the hedging strategy letter or security document and any other document designated as such by the Agent and "Finance Documents" shall be construed accordingly</p> <p>"Finance Party" means the Arranger, the Agent, the Security Trustee, the Hedging Lender or a Lender and "Finance Parties" shall be construed accordingly</p> <p>"Group Company" means any of the Parent and its Subsidiaries</p> <p>"Guarantor" means an original guarantor or an Additional Guarantor and "Guarantors" shall mean all of them</p>	

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

"Hedging Agreements" means each agreement entered into or to be entered into between the Company and a Lender or the Hedging Lender for the purpose of hedging the Company's interest rate liabilities in relation to the Facilities Agreement and "Hedging Agreement" shall be construed accordingly

"Hedging Documents" means the Hedging Agreements and any document entered into under or in connection with those documents

"Hedging Lender" means any Lender under (and as defined in) the Facilities Agreement which becomes a party to the Intercreditor Deed as a Hedging Lender in accordance with Clause 4.1 (*Hedging Liabilities*) of the Intercreditor Deed in each case in its capacity as provider of hedging facilities to any Group Company

"Hedging Liabilities" means all liabilities of any Group Company to a Hedging Lender under the Hedging Documents together with any Ancillary Liabilities

"Insolvency Event" means the occurrence of any of the events specified in Clause 24.6 (*Insolvency*) to Clause 24.7 (*Insolvency Proceedings*) of the Facilities Agreement

"Insolvency Officer" means any receiver (including, without limitation, an administrative receiver), receiver and manager, administrator, liquidator, trustee or any similar or equivalent person in any jurisdiction

"Insolvent Obligor" means any Obligor in respect of which an Insolvency Event has occurred

"Intercreditor Deed" means the intercreditor agreement dated 21 December 2004 between, among others, the Parent and the Security Trustee

"Intragroup Liabilities" means all liabilities or obligations (actual or contingent) at the date of the Deed and at any time thereafter payable or owing at any time by any Group Company to any other Group Company together with any Ancillary Liabilities

"Investor Documents" means (i) the constitutional documents of the Parent, (ii) the shareholder loan agreement dated on or about the date of the Intercreditor Deed between Huntyard Limited as lender and Huntyard Investments UK Limited (now called Casterbridge Care and Education Group Limited) as borrower and any agreement documenting any other shareholder loan, together with any other document or agreement entered into, under or in connection with those documents

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

"Investor Liabilities" means all liabilities or obligations (actual or contingent) at the date of the Deed and at any time thereafter payable or owing at any time by any Group Company to the Investors, including, without limitation, under the Investor Documents together with any Ancillary Liabilities

"Investors" means Huntyard Limited and any other person to whom any Investor Liabilities may be payable or owing from time to time

"Junior Liabilities" means the Intragroup Liabilities and the Investor Liabilities

"Lender" means

- (a) Bank of Scotland plc (formerly known as The Governor and Company of the Bank of Scotland), and
- (b) any bank, financial institution, trust, fund or other entity which has become a party to the Facilities Agreement in accordance with Clause 25 (*Changes to the Lenders*) of the Facilities Agreement,

which in each case has not ceased to be a party in accordance with the terms of the Facilities Agreement

"Liabilities" means the Senior Liabilities, the Hedging Liabilities, the Intragroup Liabilities and the Investor Liabilities and "Liability" means any of them

"Obligors" means each Group Company which has any obligation under any Finance Document or which provides security in respect of the Senior Liabilities

"Parent" means Casterbridge Care and Education Group Limited (formerly Huntyard Investments UK Limited)

"Security Trustee" means Bank of Scotland plc (formerly known as The Governor and Company of the Bank of Scotland) in its capacity as security trustee under the Facilities Agreement

"Subsidiary" means a subsidiary within the meaning of section 736 of the Companies Act 1985 and for the purposes of the financial statements a subsidiary undertaking within the meaning of section 258 of the Companies Act 1985

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7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance or discount Nil

8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860) If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870)

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866) The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it Where a body corporate gives the verification, an officer of that body must sign it We will also accept a verified copy where section 867(2) applies (property situated in another part of UK)

9 Signature

Please sign the form here

Signature

Signature

X

Travis Smith LLP

X

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

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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 and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name Chris Newton

Company name Travers Smith LLP

Address 10 Snow Hill

Post town London

County/Region

Postcode E C 1 A 2 A L

Country

DX 1111079

Telephone 0207 295 3428



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 the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



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.

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 or email 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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 4653020
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT AN ACCESSION DEED TO AN
INTERCREDITOR DEED DATED 12 MAY 2011 AND CREATED BY
SPRINGFIELD LODGE DAY NURSERY (SWANSCOMBE)
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM ANY GROUP COMPANY TO ANY FINANCE PARTIES
UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT
CREATING OR EVIDENCING THE CHARGE WAS REGISTERED
PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT
2006 ON THE 20 MAY 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 23 MAY 2011



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES