



Registration of a Charge

Company Name: **ACTION FOR CHILDREN**

Company Number: **04764232**



Received for filing in Electronic Format on the: **15/04/2024**

XD130QMA

Details of Charge

Date of creation: **12/04/2024**

Charge code: **0476 4232 0019**

Persons entitled: **ACTION FOR CHILDREN PENSION TRUSTEE LIMITED**

Brief description: **LAND INCLUDING 246 SEAL ROAD, SEVENOAKS, TN15 0AA,
REGISTERED AT THE LAND REGISTRY WITH TITLE NUMBER K270220,
PLEASE REFER TO THE DEED FOR FURTHER DETAILS.**

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

Certified by: **SQUIRE PATTON BOGGS (UK) LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4764232

Charge code: 0476 4232 0019

The Registrar of Companies for England and Wales hereby certifies that a charge dated 12th April 2024 and created by ACTION FOR CHILDREN was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 15th April 2024 .

Given at Companies House, Cardiff on 16th April 2024

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**

DATED 12 April 2024

ACTION FOR CHILDREN (1)

and

**ACTION FOR CHILDREN PENSION TRUSTEE
LIMITED** as trustee for the **ACTION FOR CHILDREN** (2)
PENSION FUND

SUPPLEMENTAL SECURITY AGREEMENT

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DATE OF SUPPLEMENTAL SECURITY AGREEMENT 12 April

2024

PARTIES

- (1) **ACTION FOR CHILDREN** registered in England and Wales with company number 04764232 whose registered office is at care of Action for Children, 3 The Boulevard, Ascot Road, Watford, Hertfordshire WD18 8AG (the "**Chargor**"); and
- (2) **ACTION FOR CHILDREN PENSION TRUSTEE LIMITED** registered in England and Wales with company number 00505497 whose registered office is at care of Action for Children Pension Trustee Ltd, 3 The Boulevard, Ascot Road, Watford, England WD18 8AG as trustee of the Action for Children Pension Fund (the "**Trustee**").

INTRODUCTION

- A This Deed is supplemental to a security agreement dated 7 March 2011 (as supplemented on 17 August 2011, 18 January 2012, 24 October 2012, 27 February 2013, 13 April 2015 and 6 December 2021 and as amended on 6 May 2014) (the "**Security Agreement**") made between the Chargor and the Trustee under which the Chargor, among other things, created a first legal mortgage over certain freehold property in favour of the Trustee.
- B The Chargor and the Trustee have agreed that the Substitute Properties February 2024 (as defined below) is to be charged in favour of the Trustee.
- C Accordingly, the parties to this Deed wish the Security Agreement to be further supplemented as described below.

IT IS AGREED THAT:

1 INTERPRETATION

1.1 Definitions

"**Effective Date**" means the date upon which the Trustee notifies the Chargor that it has received (in form and substance satisfactory to it) the documents and other items set out in Schedule 4 (*Conditions Precedent to Substitution*) (to be delivered pursuant to Clause 20 (*Substitution of Properties*)) of the Security Agreement in respect of the Substitute Properties February 2024.

"**Substitute Properties February 2024**" means:

Property	Title Number
246 Seal Road, Sevenoaks TN15 0AA	K270220
68a Cowbridge Road East, Cardiff CF1 9DU (Freehold)	WA317296
Unit 2, 68a Cowbridge Road East, Cardiff CF1 9DU (Leasehold)	WA374584

EXECUTION VERSION

Unit 3, 68a Cowbridge Road East, Cardiff CF1 9DU (Leasehold)	WA374950
The Cedars Neighbourhood Nursery, Northbrook Close, Exeter EX4 8LD	DN465937
Land and buildings known as Ayton Villa, Galloping Green Road, Eighton Banks Gateshead NE9 7XA	TY290152
Land and buildings known as 14 Westacre Gardens, Newcastle Upon Tyne NE5 2EQ	ND8606
Land and buildings known as Brumby, Barmoor Lane, Ryton, Tyne and Wear NE40 3AA	TY92079
3, 15, 17, 19 and 21 Upper Cliff Drive, Penarth	WA166548
Land and buildings known as Tan Y Bryn Pentre Lane, Rhuddlan LL18 6LA	WA444662
Rockshead, Torbay Terrace Rhoose, Barry CF62 3HB	WA538986

1.2 Construction

Unless otherwise provided, terms defined in the Security Agreement shall have the same meaning where used in this Deed.

2 SUPPLEMENTS TO THE SECURITY AGREEMENT

The parties to this Deed agree that from the Effective Date the Substitute Properties February 2024 shall be added to Schedule 1 (*Real Property*) of the Security Agreement and, for the avoidance of doubt, shall be subject in all respects to the provisions of Clause 2 (*Creation of Security*) of the Security Agreement accordingly.

3 CONFIRMATION

The Chargor confirms that the Security Agreement (subject to the supplements pursuant to this Deed) and the Security Interests created by it under or pursuant thereto, remain in full force and effect.

4 REPRESENTATIONS AND WARRANTIES**4.1 Representations and warranties**

- (a) The representations and warranties set out in this Clause 4 are made by the Chargor on the date of this Deed to the Trustee.
- (b) The representations set out in Clause 3 (*Representations - General*) of the Security Agreement are made by the Chargor on the date of this Deed to the Trustee.

EXECUTION VERSION**4.2 Powers and authority**

It has the power to enter into and perform, and has taken all necessary action to authorise the entry into and performance of, this Deed and the transactions contemplated by this Deed.

4.3 Legal validity

This Deed constitutes its legally binding, valid and, subject to the Reservations, enforceable obligation.

4.4 Non-conflict

The entry into and performance by it of, and the transactions contemplated by, this Deed do not and will not conflict with:

- (a) any law or regulation applicable to it; or
- (b) its constitutional documents; or
- (c) any document which is binding on it or any of its assets.

4.5 Authorisations

All authorisations required by it in connection with the entry into, performance, validity and enforceability of, and the transactions contemplated by, this Deed have been obtained or effected (as appropriate) and are in full force and effect.

5 INCORPORATION

5.1 This Deed is a Supplemental Security Agreement.

5.2 The Security Agreement and this Deed will, from the Effective Date, be read and construed as one document.

5.3 For the avoidance of doubt, the Substitute Properties February 2024 will, on and from the Effective Date, be Substitute Properties.

6 COUNTERPARTS

6.1 This Deed may be executed in any number of counterparts all of which taken together shall constitute one and the same instrument.

6.2 Transmission of an executed counterpart of this Deed (but for the avoidance of doubt not just a signature page) by e-mail (in PDF, JPEG or other agreed format), shall take effect as delivery of an executed counterpart of this agreement. If either method of delivery is adopted, without prejudice to the validity of the agreement thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.

6.3 No counterpart shall be effective until each party has executed at least one counterpart.

7 GOVERNING LAW

This Deed and all non-contractual obligations arising in relation to it are governed by and shall be construed in accordance with English law.

8 JURISDICTION

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).

IN WITNESS whereof this Deed has been executed and delivered by or on behalf of the parties on the date stated at the beginning of this Deed.

SIGNATURES

CHARGOR

EXECUTED as a deed by **ACTION FOR CHILDREN** acting by:

Director
Signature : 
Name : Michael JA Long

Director/Secretary
Signature : 
Name : Peter Curran

ACTION FOR CHILDREN TRUSTEES

EXECUTED as a deed in accordance with Section 38 of the Charities Act 1993 for and on behalf of the directors of **ACTION FOR CHILDREN**, being the persons who have the general control and management of its administration, by:

Director
Signature : 
Name : Michael JA Long

Director/Secretary
Signature : 
Name : Peter Curran

TRUSTEE

EXECUTED as a deed by **ACTION FOR CHILDREN PENSION TRUSTEE LIMITED** as trustee of the **ACTION FOR CHILDREN PENSION FUND** for and on behalf of the Trustee by:

Director

Signature

Name

DocuSigned by:
[Redacted Signature]

:

:

Dinesh Visavadia

Director

Signature

Name

DocuSigned by:
[Redacted Signature]

:

:

Anthony Lewis Arter