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legibly, preferably  
in black type, or  
bold block lettering

\*insert full name  
of Company

## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

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

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

[9][ ][ ][ ]

5188268

Name of company

\* Barlows Childcare Properties Limited (the "Mortgagor")

Date of creation of the charge

4 December 2008

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

Third Party Legal and General Charge (the "Charge")

Amount secured by the mortgage or charge

all and any part of the money and liabilities becoming due from the Customer to Abbey, whether on the Customer's own account or jointly with any other person, whenever and however incurred, whether now or in the future, including all interest, costs, charges and expenses payable by the Customer or the Mortgagor (the "Secured Liabilities")

(All definitions are given at Addendum 3 of 4 on the Continuation Sheet)

Names and addresses of the mortgagees or persons entitled to the charge

Abbey National plc, whose registered office is 2 Triton Square, Regents Place, London ("Abbey")

Postcode NW1 3AN

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

Dickinson Dees LLP  
St Ann's Wharf  
112 Quayside  
Newcastle upon Tyne  
NE1 3DX

LM4/ABB/16/481 (10339830)

Time critical reference

For official Use (02/06)

Mortgage Section

Post room

TUESDAY



\*A4G0Y5IF\*

09/12/2008

COMPANIES HOUSE

A11

212

Short particulars of all the property mortgaged or charged

The Mortgagor:

1. charges, with full title guarantee, the Property as legal owner and any Other Property now vested in the Mortgagor by way of legal mortgage;
2. charges, by way of fixed charge:-
  - a. Other Property at any time hereafter vested in the Mortgagor;
  - b. all the Mortgagor's uncalled capital for the time being and all the Mortgagor's Intellectual Property Rights and all other freehold and leasehold property now or in the future in which the Mortgagor has or acquires any legal or beneficial interest;
  - c. any legal or beneficial interest which the Mortgagor has (whether now or in the future) in all and any Securities;
  - d. the Mortgagor's Stock in Trade and Plant so far as is not charged in paragraphs 1 and 2 (a) - (d) above;

(continued at Addendum 4 of 4 on the Continuation Sheet)

Please do not  
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**Please complete  
legibly, preferably  
in black type, or  
bold block  
lettering**

Particulars as to commission allowance or discount (note 3)

Nil

Signed Dickinson Dees LLP Date 4 December 2008

On behalf of ~~XXXXXXXX~~ [mortgagee/chargee] †

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

† delete as  
appropriate

Notes

- 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, eg "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 included 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 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: **Companies House, Crown Way, Cardiff CF14 3UZ**

Name of company

\*insert full name  
of Company

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## Addendum 1/4

## 1. Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

## Addendum 2/4

## 2. Amount due or owing on the mortgage or charge (continued)

## Addendum 3/4

## 3. Names, addresses and descriptions of the mortgages or persons entitled to the charge (continued)

In this Form 395 the following words and phrases have the following meanings:-

"Assets" all and any part of the Mortgagor's undertaking property and assets whatsoever and wheresoever present and future;

"Book Debts" book and other debts now and from time to time due or owing to the Mortgagor and whether presently payable or in the future falling due for payment (including bank deposits and credit balances, standing to your account with the Group or any other bank or financial institution or organisation) and all the Mortgagor's rights and claims against third parties now or in the future existing and capable of being satisfied by the payment of money. Book debts do not include Securities;

"Customer" means Kids Allowed Group Limited(CRN 6670024) whose registered office is at Joshua House, Christie Way, Christie Fields Office Park, Manchester M21 7QY;

"Intellectual Property Rights" all the Mortgagor's current or future patent applications inventions trade marks trade names registered designs copyrights know-how and other intellectual property rights and all licences and ancillary rights, benefits, royalties and other income deriving from these rights;

"Land Interests" means:-

1. all interests now and in future belonging to the Mortgagor in or over land or its proceeds of sale;
2. all licences now and in future held by the Mortgagor to enter upon or use land;
3. the benefit of all other agreements including any easements, restrictive covenants or other rights relating to land to which the Mortgagor is or may become party or otherwise entitled;
4. all trade and tenant's fixtures plant and machinery now and in future annexed for whatever purpose to Real Property.

"Other Property" the whole and any part of or interest in any freehold or leasehold property including any beneficial interest in it or in its sale proceeds, now or in the future vested in belonging to or charged to the Mortgagor, together with all buildings fixtures fittings and all movable plant machinery implements utensils furniture and equipment from time to

Name of company

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time placed on or used in or about such property, as well as any Related Rights;

"Property" means leasehold property at Plot 2 Cheadle Royal Business Park, Cheadle, situate and known as Highfield Cheadle Royal Buisiness Park, Cheadle, Cheshire, SK8 3GY as registered at the Land Registry with title number ~~G958310~~;

GM958310

"Related Rights" means:-

1. sums which (under any statute or law or contract and whether as of right or ex gratia or otherwise) may be or become payable in respect of Real Property or any damage or injury to it or depreciation to it and the benefit of any other obligation security right or indemnity affecting or concerning Real Property;
2. all rights, licenses, guarantees, rent deposits, contracts, deeds, undertakings and warranties relating to Real Property;
3. any shares or membership rights in relation to a management company;
4. any goodwill of any business from time to time carried on at Real Property;
5. any rental and other money payable under any lease, license, or other interest created in respect of Real Property; and
6. any other payments whatever in respect of Real Property, for example, payments from any insurance policy or any compensation money;

"Securities" stocks shares and other securities of any kind including all allotments accretions offers rights benefits and advantages whatsoever at any time accruing offered or arising in respect of the same whether by way of redemption bonus preference option dividend interest or otherwise and all the Mortgagor's rights and interests in and claims under all policies of insurance and assurance now or in the future held by or enuring to the Mortgagor's benefit;

"Stock in Trade and Plant" all plant and machinery now or in the future belonging to the Mortgagor (excluding however plant and machinery for the time being forming part of the Mortgagor's stock in trade or work in progress) and all trade and other fixtures fixed plant and machinery and all chattels now or at any time hired or leased by the Mortgagor to any other person together in each case with the benefit of the related hiring or leasing contract and any guarantee indemnity or other security for the performance of the obligations of any person under such contract; and

"Undertaking" all the Mortgagor's undertaking and goodwill and all the Mortgagor's property assets and rights whatsoever and wheresoever both present and whatsoever

#### Addendum 4/4

#### 4. Short particulars of all the property mortgaged or charged (continued)

e. all the Mortgagor's Land Interests not effectively charged by paragraphs 1, 2 (a) - (d) above and below;

f. the Mortgagor's Book Debts;

3. so far as the Mortgagor is able (but subject to redemption) the Mortgagor assigns all the Related Rights to us; and

Company number

5188268

Name of company

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4. the Mortgagor charges all the it's undertaking (other than anything effectively charged or assigned in paragraphs 1 - 3 above inclusive) by way of floating charge including (without limitation) any immovable property and any Assets falling within any of the types mentioned in paragraphs 1 - 3 inclusive situate in Scotland not effectively charged by way of fixed charge.

(the "Charged Property").



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

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

**COMPANY NO. 5188268  
CHARGE NO. 9**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A THIRD PARTY LEGAL AND  
GENERAL CHARGE DATED 4 DECEMBER 2008 AND CREATED  
BY BARLOWS CHILDCARE PROPERTIES LIMITED FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE  
COMPANY TO ABBEY NATIONAL PLC ON ANY ACCOUNT  
WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1  
PART XII OF THE COMPANIES ACT 1985 ON THE 9 DECEMBER  
2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 10 DECEMBER  
2008

*P. S. Olo.*



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES