

MG01

Particulars of a mortgage or charge

134 286-91



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 register particulars of a charge for a Scottish company. To do this, please use form MG01s

FRIDAY



A03

A1GHT5XC

31/08/2012

#129

COMPANIES HOUSE

1

Company details

Company number 0 5 5 7 5 7 9 7

Company name in full Q Day Nurseries Limited

(the "Chargor")

2

For official use

→ 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 d6 m0 m8 y2 y0 y1 y2

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

A debenture dated 16 August 2012 between, amongst others, the Chargor and HSBC Corporate Trustee Company (UK) Limited (the "Security Agent") (the "Debenture")

4

Amount secured

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

Amount secured

All present and future liabilities and obligations and liabilities expressed to be due, owing or payable by any Obligor under or in connection with any of the Secured Finance Documents (whether actual or contingent and whether severally or in any capacity whatsoever) (the "Secured Liabilities")

Continuation page

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

MG01

Particulars of a mortgage or charge

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 HSBC Corporate Trustee Company (UK) Limited

Address 8 Canada Square, Level 27

London

Postcode E 1 4 5 H Q

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 Please see attached continuation sheet

MG01

Particulars of a mortgage or charge

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

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

Pincent Masms LLP

X

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

MG01

Particulars of a mortgage or charge



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 **Rosemary Da Silva**

Company name **PINSENT MASONS LLP**

Address **30 Crown Place**

Post town **London**

County/Region

Postcode **E C 2 A 4 E S**

Country

DX **157620 Broadgate**

Telephone **+44 (0) 20 7418 7000**



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

MG01 – continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

1 1 Mortgages and Fixed Charges

As a continuing security for payment and discharge of the Secured Liabilities, the Chargor with full title guarantee charges to the Security Agent all its right, title and interest from time to time in each of the following assets -

1 1 1 by way of first legal mortgage all Land which is described in Schedule 2 of the Debenture (Annex 1 of this Form MG01) or in any Deed of Accession by which a Chargor becomes party to the Debenture and all other Land now vested in the Company,

1 1 2 by way of first fixed charge all other Land now vested in the Chargor (to the extent not effectively charged by Clause 3 1 1 of the Debenture (Clause 1 1 1 of this Form MG01)) and all Land acquired by the Chargor after the date of the Debenture,

1 1 3 by way of first fixed charge -

- (a) the Shares,
- (b) the Securities,
- (c) the Intellectual Property,
- (d) the Monetary Claims,
- (e) the Fixed Plant and Equipment,
- (f) the Loose Plant and Equipment,
- (g) the Insurances,
- (h) the Accounts,
- (i) the Related Rights under or in connection with the Shares, the Securities, the Accounts (other than the Assigned Accounts), the Intellectual Property, the Monetary Claims, the Fixed Plant and Equipment and the Loose Plant and Equipment,
- (j) to the extent not assigned or effectively assigned by Clause 3 3 (*Assignments*) of the Debenture (Clause 1 3 of this Form MG01), the Assigned Accounts and other agreements and all Related Rights in respect of such Assigned Accounts, and

MG01 – continuation page

Particulars of a mortgage or charge

6

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(k) its present and future goodwill and uncalled capital

1 2 Floating Charge

As continuing security for payment and discharge of the Secured Liabilities, the Chargor with full title guarantee charges to the Security Agent by way of first floating charge the whole of the Chargor's undertaking and assets, present and future and wherever situated, which are not for any reason effectively charged or assigned (whether in law or equity) by way of fixed security by the Debenture, including, without limitation, any heritable property of the Chargor situated in Scotland (other than any assets subject to Security created under the Transaction Security Documents as defined in the Facilities Agreement governed by Scots law)

1 3 Assignments

As continuing security for payment and discharge of the Secured Liabilities, the Chargor with full title guarantee assigns absolutely in favour of the Security Agent, but subject to the right of the Chargor to redeem such assignment upon the full payment or discharge of the Secured Liabilities, its right, title and interest from time to time in each of the following assets -

1 3 1 the Specific Contracts,

1 3 2 the Insurances,

1 3 3 the Assigned Accounts, and

1 3 4 all rights under any agreement to which it is a party and which is not mortgaged or charged under Clause 3 1 (*Mortgages and Fixed Charges*) of the Debenture(Clause 1 1 of this Form MG01)

together with all Related Rights in respect of such Charged Property, provided that the Chargor is entitled until the occurrence of a Declared Default to exercise all rights assigned under this Clause 3 3 (*Assignments*) (Clause 1 3 of this Form MG01) (subject to the terms of the Secured Finance Documents) and the Security Agent will reassign any such rights to the extent necessary to enable the Chargor to do so

1 4 Trust

If or to the extent that for any reason the assignment or charging of any Charged Property is prohibited, the Chargor shall hold it on trust for the Security Agent

MG01 – continuation page

Particulars of a mortgage or charge

6

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1 5 Qualifying floating charge

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 will apply to any floating charge created by the Debenture

2 RESTRICTIONS AND FURTHER ASSURANCE

2 1 Security

The Chargor undertakes that it shall not create or permit to subsist any Security over any Charged Property, nor do anything else prohibited by Clause 24 14 (*Negative pledge*) of the Facilities Agreement except as expressly permitted under the terms of the Secured Finance Documents

2 2 Disposal

The Chargor undertakes that it shall not enter into or agree to enter into a single transaction or a 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 Property except as expressly permitted under the terms of the Secured Finance Documents

2 3 Further assurance

The Chargor shall promptly do whatever the Security Agent requires to -

1 3 1 perfect or protect the Security created or expressed to be created by the Debenture, or its priority, or

1 3 2 facilitate the realisation of the Charged Property or the exercise of any rights vested in the Security Agent or any Receiver,

including executing any transfer, conveyance, charge, assignment or assurance of the Charged Property (whether to the Security Agent or its nominees or otherwise), making any registration and giving any notice, order or direction

Definitions

"Account" means any account opened or maintained by the Chargor at any bank or financial institution

"Agent" has the meaning given to that term in the Facilities Agreement

"Assigned Account" means any Holding Account and any Mandatory Prepayment Account (and any renewal or redesignation of such accounts) and any other Account that may from time to time be agreed by the Agent and the Parent

MG01 – continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

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to be an Assigned Account

"Charged Property"

means all the assets and undertaking of the Chargor which from time to time are, or purport to be, the subject of the security created in favour of the Security Agent by or pursuant to the Debenture

"Deed of Accession"

means a deed substantially in the form of Schedule 4 (*Deed of Accession*) of the Debenture executed, or to be executed, by a person becoming a Chargor

"Declared Default"

means the occurrence of an Event of Default which is continuing and in respect of which notice of acceleration has been given by the Agent pursuant to Clause 25.21 (*Acceleration*) of the Facilities Agreement

"Event of Default"

has the meaning given to that term in the Facilities Agreement

"Facilities Agreement"

means the facilities agreement dated on or about the date of the Debenture between, among others, the Parent, the Agent and the Security Agent

"Fixed Plant and Equipment"

means all plant, machinery or equipment of the Chargor of any kind which does not for any reason constitute a Fixture, but is now or at any time directly or indirectly attached by any means and for any purpose to any land or building, whether or not it is removable or intended to form part of the land or building

"Fixtures"

means all things of any kind now or at any time affixed to land for any purpose, including, without limitation, trade and tenants fixtures

"Group"

has the meaning given to that term in the Facilities Agreement

"Holding Account"

means an account (to the extent it has been opened) -

(a) held in England by a member of the Group with the Agent

(b) identified in a letter between the Parent and the Agent as a Holding

MG01 – continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

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Account and

- (c) subject to Security in favour of the Security Agent which Security is in form and substance satisfactory to the Security Agent

(as the same may be redesignated, substituted or replaced from time to time)

"Insurances"

means any policy of insurance or assurance, in which the Chargor has an interest and all claims and rebates of premium under any such policy, but excluding any third party liability or public liability insurance and any directors and officers insurances

"Intellectual Property"

means any of the following in which the Chargor has an interest -

- (a) any registered intellectual property right in any territory or jurisdiction, including, without limitation, patents, trade marks, service marks, registered designs, and any similar right in any territory or jurisdiction and any applications or right to apply for any of the above,
- (b) any invention, copyright, design right or performance right,
- (c) any trade secrets, know-how and confidential information, and
- (d) the benefit of any agreement or licence for the use of any such right

"Land"

means any estate, right or interest in or over land, whether legal or equitable, and wherever the land is situated including, without limitation, any buildings and Fixtures on land, and the benefit of any covenants or rights owed to any person or enforceable by him by virtue of the ownership possession or occupation of land but for these purposes "Land" excludes heritable property situated in Scotland

"Loose Plant and Equipment"

means, in relation to the Chargor, all plant, machinery, equipment and motor vehicles now or at any time owned by the Chargor as

MG01 – continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

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	a capital asset which is not Fixed Plant and Equipment
"Mandatory Prepayment Account"	has the meaning given to that term in the Facilities Agreement
"Monetary Claims"	means all book and other debts and monetary claims now or in the future owing to the Chargor (whether alone or jointly with any other person), whenever payable and whether liquidated or unliquidated, certain or contingent including, without limitation, credit balances on any Account, and together with all cheques, bills of exchange, negotiable instruments, credits and securities at any time given in relation to, or to secure payment of, any such debt
"Obligor"	has the meaning given to that term in the Facilities Agreement
"Parent"	means Busy Bees Holdings Limited, a company incorporated in England and Wales (Company Number 06903391) whose registered office is St Matthews, Shaftesbury Drive, Burntwood, Staffordshire, WS7 9QP
"Receiver"	means any receiver, receiver and manager or administrative receiver of the whole or any part of the Charge Property
"Related Rights"	means in relation to any Charged Property - <ul style="list-style-type: none"> (a) the proceeds of sale of any part of that Charged Property, (b) all rights under any licence, agreement for sale or agreement for lease in respect of that Charged Property, (c) all rights, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of that Charged Property, and (d) any moneys and proceeds paid or payable in respect of that Charged Property

MG01 – continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

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"Secured Finance Documents"

means the Finance Documents and the Hedging Agreements (each as defined in the Facilities Agreement)

"Securities"

means all the right, title and interest of the Chargor, now or in the future, in any -

- (a) stocks, shares, bonds, debentures, loan stocks, or other securities issued by any person,
- (b) warrants, options or other rights to subscribe, purchase or otherwise acquire any stocks, shares, bonds, debentures, loan stocks or other securities or investments issued by any person, and
- (c) units or other interests in any unit trust or collective investment scheme,

other than the Shares

"Security Agent"

includes the Security Agent's successors in title and any successor appointed in accordance with the Secured Finance Documents

"Security"

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

"Shares"

means all of the shares in the capital of each of the companies specified in Schedule 3 (Details of Shares) in the Debenture (Annex 2 of this Form MG01) and any Shares in the capital of any other member of the Group owned by the Chargor or held by any nominee on behalf of the Chargor at any time, or in Schedule 2 to any Deed of Accession by which a Chargor becomes a party to the Debenture, held by, to the order of or on behalf of, any Chargor at any time

"Specific Contracts"

means the Acquisition Agreement and the Hedging Agreements (each as defined in the Facilities Agreement) and any agreement specified in Schedule 3 to any Deed of Accession by which a Chargor becomes a

MG01 – continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

party to the Debenture

ANNEX 1

DETAILS OF LAND

FREEHOLD PROPERTIES

NO	LOCATION	ADDRESS	PROPRIETOR	TITLE NOs
1	Manchester-Fallowfield	Princess Christian College, Wilbraham Road, Fallowfield, Manchester M14 6JX	Busy Bees Day Nurseries Limited	GM787405
2	Birmingham - Aston	Chester Street, Aston Lock South, Birmingham	Busy Bees Day Nurseries Limited	WM649456
3	Bedford	Land on the west side of Manton Lane, Bedford	Busy Bees Day Nurseries Limited	BD225278
4	Bishops Stortford	Land on the south side of Turners Crescent, St Michaels Mead, Bishops Stortford	Busy Bees Day Nurseries Limited	HD380725
5	Guiseley	Land lying to the south east of Park Lane, Guiseley	Busy Bees Day Nurseries Limited	WYK718930
6	Bristol - Bradley Stoke	Land at Fernbank, Bradley, Stoke BS32 9DF	Busy Bees Day Nurseries Limited	GR200801
7	Bromsgrove	Penny Cottage Nursery, 19 Stoke Road, Aston Fields B60 3EQ	Busy Bees Day Nurseries Limited	WR51468
8	Cheam	Malden Road, North Cheam	Busy Bees Day Nurseries Limited	SGL632352
9	Altrincham	72 Ellesmere Road, Altrincham WA14 1JD	Busy Bees Day Nurseries Limited	GM10199
10	Carshalton	Queen Mary's Hospital, Fountain Drive, Carshalton	Busy Bees Day Nurseries	SGL615243

MG01 – continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

		SM5 4PH	Limited	
11	Milton Keynes	11 Duckworth Court, Oldbrook, Milton Keynes MK6 2RX	Busy Bees Day Nurseries Limited	BM270689
12	Chelmsford	5 The Meades, off New Writtle Street, Chelmsford CM2 0GT	Leapfrog Day Nurseries (Trading) Limited	EX635705
13	Telford	Priorslee Avenue, Priorslee, Telford	Leapfrog Day Nurseries (Trading) Limited	SL101828
14	Nottingham - Daybrook	Land on the east side of Mansfield Road, Daybrook, Nottinghamshire	Leapfrog Day Nurseries (Trading) Limited	NT332434
15	Nottingham - Wollaton	Land and buildings on the north west side of Lane, Wollaton, Nottingham	Leapfrog Day Nurseries (Trading) Limited	NT348058
16	Chippenham	West Cepen Way, Chippenham, Wiltshire	Leapfrog Day Nurseries (Trading) Limited	WT187039
17	Chiswick	Land at the back of 377 High Road, Chiswick and 2 Marlborough Road, Chiswick	Leapfrog Day Nurseries (Trading) Limited	AGL70753, AGL70755 and MX217018
18	Beverley	Beverley North Eastern Bypass, Molescroft, Beverley, North Yorkshire	Leapfrog Day Nurseries (Trading) Limited	YEA3282
19	Braintree	6 Galleys Island, Chapel Hill, Braintree	Leapfrog Day Nurseries (Trading) Limited	EX645990
20	Evesham	Charity Crescent, Four Pools, Evesham WR11 2UT	Leapfrog Day Nurseries (Trading) Limited	WR35410
21	Peterborough	Tranche HC1 on the north side of Hargate Way, Hampton, Hargate	Leapfrog Day Nurseries (Trading) Limited	CB238195

MG01 – continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

22	Woking	50 Cavell Way, Knaphill, Woking GU21 2RQ	Leapfrog Day Nurseries (Trading) Limited	SY692922
23	Derby - Heatherton	Land on the south east side of Rykneld Road, Littleover, Derby	Leapfrog Day Nurseries (Trading) Limited	DY302743
24	Kettering - Venture Park	Lamport Close, Kettering Venture Park, Kettering Parkway, Kettering	Leapfrog Day Nurseries (Trading) Limited	NN205586
25	Derby - Oakwood	Land on the south side of Smalley Drive, Oakwood	Leapfrog Day Nurseries (Trading) Limited	DY301050
26	Quedgeley	Land at Britannia Business Centre, Quedgeley, Gloucester	Leapfrog Day Nurseries (Trading) Limited	GR212091
27	Swindon - St Andrews Ridge	Local Centre, Abbey Meades, Swindon	Leapfrog Day Nurseries (Trading) Limited	WT242710
28	St David's	St David's, Park Ewloe, Flintshire CH5 3XN	Busy Bees Nurseries Limited	WA604709
29	Ashton House	Ashton House, Ashton Park, Ashton on Ribble, Preston	Busy Bees Nurseries Limited	LA710414
30	Bamber Bridge	School Lane, Bamber Bridge, Preston	Busy Bees Nurseries Limited	LA640338
31	Brooke Street	Brooke Street, Chorley, Preston	Busy Bees Nurseries Limited	LA619291
32	Lancaster	Ovangle Road, Lancaster	Busy Bees Nurseries Limited	LA865814 and LA885197
33	Lostock Hall	1 Emily Street, Lostock Hall, Preston	Busy Bees Nurseries Limited	LA631269
34	Formby	21 Elson Road, Formby, Merseyside	Busy Bees Nurseries Limited	MS34405
35	St Matthews - Burntwood	Shaftsbury Drive, Burntwood,	Busy Bees Nurseries	SF419963

MG01 – continuation page

Particulars of a mortgage or charge

6

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		Staffordshire	Limited	
36	Lewes	Land and buildings on the East side of St James Street, Lewes, East Sussex	Early Years Childcare Limited	ESX196918

LEASEHOLD PROPERTIES (LONG)

NO.	LOCATION	ADDRESS	PROPRIETOR	TITLE NO
37	Swindon - Broome	The Nursery Site, Broome Manor, Lane, Swindon	Busy Bees Day Nurseries Limited	WT169777
38	Bristol - Portishead	Serbert Road, Portishead, Bristol	Busy Bees Day Nurseries Limited	ST204971
39	Weston-Super-Mare	Land and buildings on the south side of Bransby Way, Locking Castle, Weston-Super-Mare	Busy Bees Day Nurseries Limited	ST191690
40	Sudbury Hill	Land and buildings at Ealing Racquets and Healthtrack lying to the west of Greenford Road, Greenford	Busy Bees Day Nurseries Limited	AGL68595
41	Northampton - Wootton Fields	Land on the south side of Wootton Hope, Wootton	Busy Bees Day Nurseries Limited	NN196514
42	Swindon - Peatmoor	Child Care Centre, Swinley Drive, Roughmoor Village Centre SN5 5DJ	Busy Bees Day Nurseries Limited	WT167951
43	Leicester - Carlton Park	Carlton Park, Narborough, Leicester	Leapfrog Day Nurseries (Trading) Limited	LT348714
44	Northwich	Dukes Way, Kingsmead, Northwich	Leapfrog Day Nurseries (Trading) Limited	CH454566
45	Burton upon Trent	Land lying to the north side of Wellington Road, Burton upon Trent	Leapfrog Day Nurseries (Trading) Limited	SF395701
46	Bromborough	Bridle Road, Eastham, Wirral	Leapfrog Day Nurseries	MS445046

MG01 – continuation page

Particulars of a mortgage or charge

6

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			(Trading) Limited	
47	Daventry	Land at Wimborne Place, Daventry	Leapfrog Day Nurseries (Trading) Limited	NN198695
48	Brough	Land at Welton Road, Brough	Leapfrog Day Nurseries (Trading) Limited	YEA4195
49	Warndon	Land to the north of Berkeley Way, Warndon	Leapfrog Day Nurseries (Trading) Limited	WR38902
50	Southport	10 Lulworth Road, Southport, Merseyside	Busy Bees Nurseries Limited	MS383269

ANNEX 2

DETAILS OF SHARES

Name of Company	Description and Number of Shares	Name of Shareholder
Busy Bees Holdings Limited	1909700 A Ordinary shares and 7509796 Preference shares	Knowledge Universe UK Limited
Busy Bees Benefits Limited	1 Ordinary shares	Busy Bees Holdings Limited
Busy Bees Nurseries Limited	2 Ordinary shares	Busy Bees Holdings Limited
Q Day Nurseries Limited	1000 Ordinary shares	Busy Bees Holdings Limited
Early Years Childcare Limited	112502 A Ordinary shares and 12500 B Ordinary shares	Busy Bees Holdings Limited
Busy Bees Day Nurseries (Trading) Limited	173827759 Ordinary shares	Busy Bees Holdings Limited
Busy Bees Day Nurseries Limited	101 Ordinary shares	Busy Bees Holdings Limited



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 5575797
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 16 AUGUST
2012 AND CREATED BY Q DAY NURSERIES LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM ANY
OBLIGOR ON ANY ACCOUNT WHATSOEVER 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
31 AUGUST 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 4 SEPTEMBER
2012



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES