

MG01

Particulars of a mortgage or charge



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

SATURDAY



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13/03/2010

317

COMPANIES HOUSE

1

Company details

Company number 6 6 7 0 0 2 4

Company name in full Kids Allowed Group Limited ("Company")

5

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 d0 d3 m0 m3 y2 y0 y1 y0

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

Composite guarantee and debenture ("**Debenture**")

4

Amount secured

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

Amount secured

All present and future obligations and liabilities (whether actual or
contingent and whether owed jointly or severally or alone or in any
other capacity whatsoever) of any present or future member of the
Group to the Security Trustee and/or the other Secured Parties (or
any of them) under or pursuant to any Finance Document (including
all monies covenanted to be paid under the Debenture) ("**Secured
Obligations**")

All capitalised terms within this MG01 are, unless elsewhere
defined, defined in the attached continuation sheets to this MG01.

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	Anthony Preston ("Security Trustee")						
Address	Cogshall Grange						
	Hall Lane, Cheshire						
Postcode	C	W	9		6	B	J
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. GRANT OF SECURITY

All Security and dispositions created or made by or pursuant to the Debenture are created or made

- (a) in favour of the Security Trustee,
- (b) subject to the Existing Security Documents with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994, and
- (c) as continuing security for payment of the Secured Obligations

2. FIXED SECURITY

The Company charged and agreed to charge all of its present and future right, title and interest in and to the following assets which are at any time owned by the Company, or in which it from time to time has an interest

- (a) by way of first legal mortgage:
 - (i) the Real Property (*if any*) specified in part 1 of schedule 2 (*Details of Security Assets*) to this form MG01, and
 - (ii) all other Real Property (*if any*) at the date of the Debenture vested in, or charged to, the Company (not charged by clause 5 1(a)(i)) of the Debenture),
- (b) by way of first fixed charge
 - (i) all other Real Property and all interests in Real Property (not charged by clause 5 1(a) of the Debenture),
 - (ii) all licences to enter upon or use land and the benefit of all other agreements relating to land, and
 - (iii) the proceeds of sale of all Real Property,

See continuation sheet 1

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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 866)

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 870) 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 DIA Rife

12 March 2010

X

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

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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

Company name

DLA Piper UK LLP

Address

Ref: JRT/82060/129776/28633067

Post town

County/Region

Postcode

M

2

3

D

L

Country

DX DX 14304 MANCHESTER

Telephone 08700 111 111



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,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS
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

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Particulars of a mortgage or charge

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

- (c) by way of first fixed charge all plant and machinery (not charged by clauses 5 1(a) or 5 1(b) of the Debenture) and the benefit of all contracts, licences and warranties relating to the same,
- (d) by way of first fixed charge
 - (i) all computers, vehicles, office equipment and other equipment (not charged by clause 5 1(c) of the Debenture), and
 - (ii) the benefit of all contracts, licences and warranties relating to the same;
- (e) by way of first fixed charge
 - (i) the Charged Securities referred to in part 2 of schedule 2 (*Details of Security Assets*) to this form MG01, and
 - (ii) all other Charged Securities (not charged by clause 5 1(e)(i) of the Debenture),

in each case, together with (A) all Related Rights from time to time accruing to those Charged Securities and (B) all rights which the Company may have at any time against any clearance or settlement system or any custodian in respect of any Charged Investments,
- (f) by way of first fixed charge all accounts of the Company with any bank, financial institution or other person at any time and all monies at any time standing to the credit of such accounts, in each case together with all interest from time to time accrued or accruing on such monies, any investment made out of such monies or account and all rights to repayment of any of the foregoing,
- (g) by way of first fixed charge all Intellectual Property,
- (h) by way of first fixed charge the benefit of all licences, consents, agreements and authorisations held or used in connection with the business of the Company or the use of any of its assets,
- (i) by way of first fixed charge all of the goodwill and uncalled capital of the Company,
- (j) by way of first fixed charge all Receivables

3. FLOATING CHARGE

The Company charged and agreed to charge by way of first floating charge all of its present and future

- (a) assets and undertaking (wherever located) not otherwise effectively charged by way of first fixed mortgage or charge or assigned pursuant to clause 5 1 (*Fixed charges*) of the Debenture or any other provision of the Debenture, and
- (b) (whether or not effectively so charged or assigned) heritable property and all other property and assets in Scotland

See continuation sheet 2

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Short particulars

4. Negative Pledge

The Debenture contained restrictions preventing the Company from doing or agreeing to do any of the following without the prior written consent of the Security Trustee

- (a) create or permit to subsist any Security on any Security Asset other than as created by a Permitted Encumbrance, or
- (b) sell, transfer, lease, lend or otherwise dispose of (whether by a single transaction or a number of transactions and whether related or not and whether voluntarily or involuntarily) the whole or any part of its interest in any part of the Security Asset other than by way of a Permitted Disposal

5. Power of Attorney

The Company, by way of security, irrevocably appointed the Security Trustee, each Receiver and any Delegate to be its attorney to take any action which the Company is obliged to take under the Debenture, including under clause 19 (*Further assurances*) of the Debenture, and which the Company has failed to take. The Company agreed to ratify and confirm whatever any attorney does or purports to do pursuant to its appointment under clause 20 (*Power of Attorney*) of the Debenture

SCHEDULE 1

In this form MG01 the following terms shall have the following meaning

Definitions

"Charged Investments" means the Charged Securities and all present and future Related Rights accruing to all or any of the Charged Securities,

"Charged Securities" means

- (a) the securities specified in part 2 of schedule 2 (*Details of Security Assets*) to this form MG01, and
- (b) all other stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or "investments" (as defined in part II of schedule II to the Financial Services and Markets Act 2000 as in force at the date of the Debenture) now or in future owned (legally or beneficially) by the Company, held by a nominee, trustee, fiduciary or clearance system on its behalf or in which the Company has an interest at any time,

"Delegate" means any delegate, sub-delegate, agent, attorney or co-trustee appointed by the Security Trustee or by a Receiver,

"Existing Security Documents" has the meaning ascribed to that term in the Facility Agreement,

"Facility Agreement" means the facility agreement dated 3 March 2010 and made between (1) Kids Allowed Limited (as borrower) and (2) Anthony Preston (in his capacity as lender),

See continuation sheet 3

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

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"Finance Documents" means each of the Facility Agreement, the Security Documents, a Notice of Drawdown, the Intercreditor Agreement, the Investor Loan Note Instrument and the Investor Loan Notes and any documents supplemental to any of the foregoing (including, without limitation, any documents pursuant to which the Company becomes subject to the provisions of any such document) (each such term as defined within the Facility Agreement),

"Group" means Kids Allowed Limited and each of its respective Subsidiaries,

"Intellectual Property" means all present and future legal and/or equitable interests (including, without limitation, the benefit of all licences in any part of the world) of the Company in, or relating to, registered and unregistered trade marks and service marks, patents, registered designs, utility models, applications for any of the foregoing, trade names, copyrights, design rights, unregistered designs, inventions, confidential information, know how, registrable business names, database rights, domain names and any other rights of every kind deriving from or through the exploitation of any of the foregoing,

"Investor Loan Note Instrument" has the meaning ascribed to that term in the Facility Agreement,

"Investor Loan Notes" has the meaning ascribed to that term in the Facility Agreement,

"Notice of Drawdown" has the meaning ascribed to that term in the Facility Agreement,

"Permitted Disposal" has the meaning ascribed to that term in the Facility Agreement,

"Permitted Encumbrance" has the meaning ascribed to that term in the Facility Agreement,

"Real Property" means all estates and interests in freehold, leasehold and other immovable property (wherever situated) now or in future belonging to the Company, or in which the Company has an interest at any time (including the registered and unregistered land (if any) in England and Wales as detailed in part 1 of schedule 2 (*Details of Security Assets*) to this form MG01), together with

(a) all buildings and fixtures (including trade fixtures) and fixed plant and machinery at any time thereon,

(b) all easements, rights and agreements in respect thereof, and

(c) the benefit of all covenants given in respect thereof,

"Receivables" means all present and future book debts and other debts, rentals, royalties, fees, VAT and monetary claims and all other amounts at any time recoverable or receivable by, or due or owing to, the Company (whether actual or contingent and whether arising under contract or in any other manner whatsoever) together with

(a) the benefit of all rights, guarantees, Security and remedies relating to any of the foregoing (including, without limitation, negotiable instruments, indemnities, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights), and

(b) proceeds of any of the foregoing,

"Receiver" means a receiver, or receiver and manager or administrative receiver of the whole or any part of the Security Assets appointed by the Security Trustee under the Debenture,

See continuation sheet 4

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6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>"Related Rights" means, in relation to any Charged Security</p> <p>(a) all dividends, distributions and other income paid or payable on the relevant Charged Security or on any asset referred to in paragraph (b) of this definition, and</p> <p>(b) all rights, monies or property accruing or offered at any time in relation to such Charged Security whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise,</p> <p>"Secured Parties" means Anthony Preston in his capacity as initial secured party and any other person to whom any of the Finance Documents or any interest in any Finance Document is assigned or transferred and who executes a deed of accession as set out in the Security Trust Deed and any Receiver or Delegate, each a "Secured Party",</p> <p>"Security" means any mortgage, pledge, lien, charge, assignment by way of security, hypothecation, security interest, title retention, preferential right or trust arrangement or any other security agreement or arrangement having the effect of security,</p> <p>"Security Assets" means all property and assets from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) by or pursuant to the Debenture,</p> <p>"Security Documents" has the meaning ascribed to it in the Facility Agreement,</p> <p>"Security Trust Deed" means the security trust deed dated 3 March 2010 made between (1) Initial Secured Party and (2) the Security Trustee (as such terms are defined therein), and</p> <p>"Subsidiary" of a company or corporation means any company or corporation</p> <p>(a) which is controlled, directly or indirectly by the first-mentioned company or corporation, or</p> <p>(b) more than half the issued share capital of which is beneficially owned, directly or indirectly, by the first-mentioned company or corporation, or</p> <p>(c) which is a subsidiary of another subsidiary of the first mentioned company or corporation,</p> <p>and, for these purposes, a company or corporation shall be treated as being controlled by another if that other company or corporation is able to direct its affairs and/or to control the composition of its board of directors or equivalent body</p> <p><i>See continuation sheet 5</i></p>	

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Short particulars

SCHEDULE 2 - Details of Security Assets

Part 1 - Real Property

None

Part 2 - Charged Securities

Chargor	Name of company in which shares are held	Class of shares held	Number of shares held	Issued share capital
Kids Allowed Group Limited	Kids Allowed Limited	'A' Ordinary shares of £1 each	155,000	£275,000 (consisting of 155,000 'A' Ordinary shares of £1 each and 120,000 'B' Ordinary shares of £1 each)
		'B' Ordinary shares of £1 each	120,000	
Kids Allowed Group Limited	Barlows Childcare Properties Limited	Ordinary shares of £1 each	1,000	£1,000



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 6670024
CHARGE NO. 5**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A COMPOSITE GUARANTEE AND
DEBENTURE DATED 3 MARCH 2010 AND CREATED BY KIDS
ALLOWED GROUP LIMITED FOR SECURING ALL MONIES DUE
OR TO BECOME DUE FROM ANY PRESENT OR FUTURE
MEMBER OF THE GROUP TO ANTHONY PRESTON (SECURITY
TRUSTEE) AND/OR THE OTHER SECURED PARTIES (OR ANY
OF THEM) 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
13 MARCH 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 17 MARCH 2010

D. S. S. S.



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES