



Registration of a Charge

Company Name: **FUTURE CHAMPIONS DAY NURSERY LIMITED**

Company Number: **08083855**



Received for filing in Electronic Format on the: **12/05/2022**

XB3TRYWY

Details of Charge

Date of creation: **10/05/2022**

Charge code: **0808 3855 0006**

Persons entitled: **ARES MANAGEMENT LIMITED**

Brief description:

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

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: **OWEN GILES**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8083855

Charge code: 0808 3855 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 10th May 2022 and created by FUTURE CHAMPIONS DAY NURSERY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th May 2022 .

Given at Companies House, Cardiff on 16th May 2022

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**

DEED OF ACCESSION TO SECURITY AGREEMENT

DATE 10 May 2022

PARTIES

- (1) **FUTURE CHAMPIONS DAY NURSERY LIMITED**, a private limited company incorporated in England and Wales with company number 08083855 and with its registered address at 1 Pride Point Drive, Pride Park, Derby, England, DE24 8BX (the “**Additional Chargor**”); and
- (2) **ARES MANAGEMENT LIMITED** acting through its office at c/o TMF Group 8th Floor, 20 Farringdon Street, London, United Kingdom EC4A 4AB as agent and trustee for the Secured Parties (the “**Security Agent**”).

BACKGROUND

- (A) The Additional Chargor is a Subsidiary of Oakley Early Years Bidco Limited.
- (B) Oakley Early Years Bidco Limited has entered into a security agreement dated 28 June 2021 (the “**Security Agreement**”) between the Chargors under and as defined in the Security Agreement and the Security Agent.
- (C) The Additional Chargor has agreed to enter into this deed and to become an Additional Chargor under the Security Agreement.
- (D) The Security Agent and the Additional Chargor intend this document to take effect as a deed notwithstanding the fact that a party may only execute this document under hand.
- (E) The Security Agent holds the benefit of this deed on trust for the Secured Parties on the terms of the Finance Documents.

IT IS AGREED as follows:

1 Definitions and interpretation

Terms defined in the Security Agreement have the same meaning in this deed unless given a different meaning in this deed. This deed is a Finance Document.

2 Accession and covenant to pay

2.1 With effect from the date of this deed the Additional Chargor:

2.1.1 will become a party to the Security Agreement as a Chargor; and

2.1.2 will be bound by all the terms of the Security Agreement which are expressed to be binding on a Chargor.

2.2 The Additional Chargor hereby covenants with the Security Agent (as trustee for the Secured Parties) that it will pay and discharge all Secured Liabilities owing or incurred from or by any Obligor to the Secured Parties when the same become due in accordance with the terms of the Finance Documents, whether by acceleration or otherwise.

2.3 Neither the covenant to pay in clause 2.2 nor the Security constituted by this deed shall extend to or include any liability or sum which would, but for this clause, cause such covenant or Security to be unlawful under any applicable law.

3 **Grant of security**

3.1 **Fixed security**

As a continuing security for the payment or discharge of the Secured Liabilities, the Additional Chargor with full title guarantee hereby:

3.1.1 grants to the Security Agent (as trustee for the Secured Parties), a charge by way of legal mortgage over all its Properties which are listed in Schedule 1 (*Properties currently owned*) to this deed;

3.1.2 charges to the Security Agent (as trustee for the Secured Parties), by way of first fixed charge, all its:

- (a) Properties now owned by it to the extent that they are not the subject of a charge by way of legal mortgage pursuant to clause 3.1.1;
- (b) Properties acquired by it after the date of this deed;
- (c) Property Interests;
- (d) Material Equipment;
- (e) Securities;
- (f) Material Intellectual Property;
- (g) Insurance Policies;
- (h) Debts;
- (i) Accounts;
- (j) Goodwill; and
- (k) right, title and interest in and to any agreement, licence, consent or authorisation relating to its business at any time not otherwise mortgaged, charged or assigned pursuant to clauses 3.1.1-3.1.4 inclusive;

3.1.3 assigns to the Security Agent (as trustee for the Secured Parties) absolutely, subject to a proviso for reassignment on redemption, all of its right, title and interest in and to the Insurance Policies in each case to the extent such rights, title and interest are capable of assignment; and

3.1.4 assigns to the Security Agent (as trustee for the Secured Parties), absolutely, subject to a proviso for reassignment on redemption, the benefit of the Assigned Agreements to which it is a party or an addressee and any claims arising under any of the same, and the benefit of any guarantee or security for the performance of the Assigned Agreements.

3.2 **Floating Security**

As a continuing security for the payment or discharge of the Secured Liabilities, the Additional Chargor with full title guarantee hereby charges to the Security Agent (as trustee for the Secured Parties), by way of first floating charge, (a) all of its undertaking, property, assets and rights at any time not effectively mortgaged, charged or assigned pursuant to clauses 3.1.1-3.1.4 (*Fixed security*) inclusive and (b) all its assets situated in Scotland.

3.3 **Leasehold Security restrictions**

There shall be excluded from the Security created by clause 3.1 (*Fixed security*) and/or the Security Agreement and from the operation of clause 4.1 (*Restrictions on dealing*) of the Security Agreement, any Excluded Property.

4 **Land Registry restriction**

In respect of any Property registered at the Land Registry and charged by way of legal mortgage under this deed and/or the Security Agreement and/or pursuant to clause 6.10.2 (*Property acquisitions*) of the Security Agreement, the Additional Chargor hereby consents to the entry of the following restriction on the register of its title to such Property:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [] in favour of Ares Management Limited referred to in the charges register or, if appropriate, signed on such proprietor's behalf by its conveyancer".

5 **Miscellaneous**

With effect from the date of this deed:

- 5.1 the Security Agreement will be read and construed for all purposes as if the Additional Chargor had been an original party in the capacity of Chargor (but so that the security created on this accession will be created on the date of this deed); and
- 5.2 any reference in the Security Agreement to this deed and similar phrases will include this deed and all references in the Security Agreement to schedule 2 (*Properties currently owned*) (or any part of it) will include a reference to Schedule 1 (*Properties currently owned*) to this deed (or relevant part of it).

6 **Governing law**

This deed and any non-contractual obligations arising out of or in connection with it are governed by English law.

7 Counterparts

This deed may be executed in counterparts, all of which when taken together shall be deemed to constitute one and the same instrument.

In Witness whereof this deed has been duly executed by the Additional Chargor and is intended to be and is hereby delivered as a deed on the day and year first above written and has been signed on behalf of the Security Agent.

SCHEDULE 1

PROPERTIES CURRENTLY OWNED

PART A: REGISTERED LAND

None.

PART B: UNREGISTERED LAND

None.

SCHEDULE 2

TRADING ACCOUNTS

Additional Chargor / Account Holder	Bank	Account Number	Sort Code
Future Champions Day Nursery Limited	Lloyds Bank plc.	[REDACTED]	[REDACTED]
Future Champions Day Nursery Limited	Lloyds Bank plc.	[REDACTED]	[REDACTED]

EXECUTION PAGE TO DEED OF ACCESSION TO SECURITY AGREEMENT

THE ADDITIONAL CHARGOR

EXECUTED as a DEED by **FUTURE**)
CHAMPIONS DAY NURSERY LIMITED)
acting by the directors identified below:)
)

DocuSigned by:

CB84ECA80BDE479...

(Signature)

Print Name: Clare Wilson

Print Title: Director

DocuSigned by:

546B89844E284F8...

(Signature)

Print Name: Stephen Booty

Print Title: Director

THE SECURITY AGENT

SIGNED for and on behalf of **ARES**)
MANAGEMENT LIMITED)
)

(Signature)

Print Name:

Print Title: