

MR01

Particulars of a charge

830566 / 113



A fee is payable with this form.
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online.
Please go to www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☒ **What this form is NOT for**
You may not use this form to
register a charge where the
instrument Use form MR01



A12

A316DVO0

10/10/2014

#211

COMPANIES HOUSE

This form must be delivered to the Registrar for registration with
21 days beginning with the day after the date of creation of the charge. If
delivered outside of the 21 days it will be rejected unless it is accompanied by a
court order extending the time for delivery

☒ You must enclose a certified copy of the instrument with this form. This will be
scanned and placed on the public record. **Do not send the original**

1

Company details

Company number 0 2 4 3 3 5 6 5
Company name in full 4Children (Trading) Limited

For official use
→ **Filing in this form**
Please complete in typescript or in
bold black capitals
All fields are mandatory unless
specified or indicated by *

2

Charge creation date

Charge creation date 0 9 1 0 2 0 1 4

3

Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name FSE Social Impact Accelerator Limited

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

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4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

Intentionally left blank

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☒ Yes Continue

☐ No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the company?

☒ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

8

Trustee statement ¹

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

¹ This statement may be filed after the registration of the charge (use form MR06)

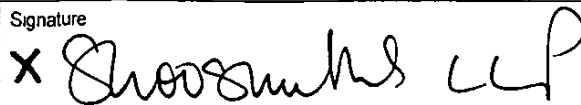
9

Signature

Please sign the form here

Signature

Signature

X  X

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

MR01**Particulars of a 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. The contact information you give will be visible to searchers of the public record.

Contact name LW/CAL/224072.000004

Company name Shoosmiths LLP

Address Apex Plaza

Forbury Road

Post town Reading

County/Region Berkshire

Postcode R G 1 1 S H

Country

DX DX117879 Reading (APEX PLAZA)

Telephone 03700 868800

**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 a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy

**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 filed on paper.

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 enquires@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2433565

Charge code: 0243 3565 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 9th October 2014 and created by 4CHILDREN (TRADING) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 10th October 2014.

A handwritten signature, possibly 'Df', in black ink.

Given at Companies House, Cardiff on 16th October 2014



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

CERTIFIED TO BE A TRUE COPY OF
THE ORIGINAL DOCUMENT
DATED 9/10/14

SHOOSMITHS LLP
Thames Valley Office, Apex Plaza, Forbury Road
Reading, Berks RG1 1SH
DX 117879 Reading (Apex Place)

DEBENTURE

Chargor: 4Children (Trading) Limited, a company incorporated in England and Wales (company number 02433565) whose registered office is at City Reach, 5 Greenwich View Place, Isle of Dogs, London, E14 9NN

Lender FSE Social Impact Accelerator Limited, a company incorporated in England and Wales (company number 08846746) whose registered office is at Riverside House, 4 Meadows Business Park, Station Approach, Camberley, Surrey GU17 9AB

Date 9 October 2014

1. CHARGOR'S OBLIGATIONS

The Chargor will pay to the Lender on demand all the Chargor's Obligations. The "Chargor's Obligations" are all the Chargor's liabilities to the Lender (present, future, actual or contingent and whether incurred alone or jointly with another) and include

- 1.1 interest at the rate charged by the Lender, calculated both before and after demand or judgment on a daily basis and compounded according to agreement, or, in the absence of agreement, quarterly on the days selected by the Lender, and
- 1.2 any expenses the Lender or a receiver incurs (on a full indemnity basis and with interest from the date of payment) in connection with
 - 1.2.1 the property charged by Clause 2, including any part of it (the "Real Property")
 - 1.2.2 taking, perfecting, protecting, enforcing or exercising any power under this deed

2 CHARGE

The Chargor, as a continuing security for the payment on demand of the Chargor's Obligations and with full title guarantee, gives to the Lender

- 2.1 a fixed charge over the following property of the Chargor, owned now or in the future
 - 2.1.1 all land vested in or charged to the Chargor (the "Land"), all fixtures and fittings attached to that Land and all rents receivable from any lease granted out of that Land. References to **Real Property** are to any interest in heritable, freehold or leasehold land
 - 2.1.2 all plant and machinery, including any associated warranties and maintenance contracts
 - 2.1.3 all the goodwill of the Chargor's business
 - 2.1.4 any uncalled capital
 - 2.1.5 all stock, shares and other securities held by the Chargor at any time in any Subsidiary and all income and rights relating to those stocks, shares and securities

A "**Subsidiary**" is an entity controlled, directly or indirectly, by the Chargor or by a Subsidiary of the Chargor "**Control**" means the ability to appoint or remove directors or exercise the majority of voting rights, alone or with the agreement of others

2 1 6 all intellectual property, licences, claims, insurance policies, proceeds of any insurance and any other legal rights

2 1 7 the benefit of any hedging arrangements, futures transactions or treasury instruments

2 2 a floating charge over all the other property, assets and rights of the Chargor owned now or in the future which are not subject to an effective fixed charge under this deed or under any other security held by the Lender

3 RESTRICTIONS

The Chargor will not, without the Lender's consent

3 1 permit or create any mortgage, standard security, charge or lien on the Real Property

3 2 dispose of the Real Property charged by Clause 2 1

3 3 dispose of the Real Property charged by Clause 2 2, other than in the ordinary course of business

3 4 call on, or accept payment of, any uncalled capital

3 5 deal with its book and other debts, except by collecting them in the ordinary course of its business. In particular, the Chargor will not realise its book and other debts by means of invoice discounting or factoring arrangements

3 6 grant, or accept a surrender of, any lease or licence of any of its Land or consent to a tenant assigning or sub-letting

3 7 dispose of, part with or share possession or occupation of any of its Land

4 PROPERTY UNDERTAKINGS

The Chargor will

4 1 permit the Lender at any time to inspect the Real Property

4 2 keep all Real Property of an insurable nature comprehensively insured (including if requested by the Lender, terrorism cover) to the Lender's reasonable satisfaction for its full reinstatement cost. In default, the Lender may arrange insurance at the Chargor's expense

4 3 hold on trust for the Lender all proceeds of any insurance of the Real Property. At the Lender's option, the Chargor will apply the proceeds in making good the relevant loss or damage, or to reduce the Chargor's Obligations

4 4 where required by the Lender, deposit with the Lender all insurance policies (or copies where the Lender agrees), and all deeds and documents of title relating to the Real Property

4 5 keep the Real Property in good condition

4 6 not, without the Lender's consent, carry out any development on or make any alterations to any Land which require planning permission or approval under building regulations

4 7 pay all the money the Chargor receives in respect of book and other debts into an account with the Lender. The Lender may specify the relevant account

5 CONVERSION OF FLOATING CHARGE TO FIXED CHARGE

5 1 The Lender may by notice convert the floating charge on any of the Real Property into a fixed charge. Following this notice, the Chargor will not dispose of the affected Real Property without the Lender's consent

5 2 The floating charge will become a fixed charge if an administrator of the Chargor is appointed

6 INVESTIGATING ACCOUNTANTS

The Lender may require the Chargor to appoint a firm of accountants to review its financial affairs, if

6 1 any of the Chargor's Obligations are not paid when due

6 2 the Lender considers that the Chargor has breached any other obligation to the Lender

6 3 the Lender considers any information provided by the Chargor to be materially inaccurate

Any review required will take place within 7 days of the Lender's request (or longer if the Lender agrees). The firm, and the terms of reference, must be approved by the Lender. The Chargor (and not the Lender) will be responsible for the firm's fees and expenses, but the Lender may make payment and the Chargor will repay the Lender on demand

7 POSSESSION AND EXERCISE OF POWERS

7 1 The Lender does not have an immediate right to possession of the Real Property or its income (and will not be considered to be taking possession if it enters to inspect or repair the Real Property). The Chargor will continue in possession until the Lender takes possession

7 2 The Lender may take possession and enforce this deed without further delay if

7 2 1 the Lender demands payment of any of the Chargor's Obligations

7 2 2 the Chargor asks the Lender, or the Lender receives notice of intention, to appoint an administrator or an administration application is made

7 2 3 a meeting is called or a petition is presented for liquidation of the Chargor

7 2 4 any security is enforced in respect of any assets of the Chargor

7 3 Any purchaser or third party dealing with the Lender or a receiver may assume that the Lender's powers have arisen and are exercisable without proof that demand has been made

7 4 The Lender will not be liable to account to the Chargor for any money not actually received by the Lender

8 APPOINTMENT OF RECEIVER OR ADMINISTRATOR

The Lender may appoint or remove a receiver or receivers of the Real Property, or appoint an administrator of the Chargor. If the Lender appoints a receiver, the Lender may fix and pay the receiver's fees and expenses. The receiver will be the Chargor's agent and the Chargor (and not the Lender) will be responsible for the acts, defaults and remuneration of the receiver.

9 POWERS OF THE LENDER AND RECEIVERS

9.1 The Lender or any receiver may

9.1.1 carry on the Chargor's business

9.1.2 enter, take possession of, and/or generally manage the Real Property

9.1.3 complete any unfinished works or carry out any new works of building, reconstruction, maintenance or repair on any Land

9.1.4 purchase any Land or other property and purchase, grant or release any interest in or right over Land or the benefit of any covenants affecting that Land. References to Land or Real Property include land or property that is purchased by the Lender or a receiver under this power.

9.1.5 sell, lease, surrender or accept surrenders of leases, charge or deal with the Real Property without restriction, including disposing of any fixtures separately from the Land

9.1.6 complete any transactions by executing any deeds or documents in the name of the Chargor

9.1.7 take, continue or defend any proceedings and enter into any arrangement or compromise

9.1.8 insure the Real Property and any works, arrange indemnity and other similar insurance, and obtain bonds and give counter-indemnities and other security in connection with this

9.1.9 call up any uncalled capital with all the powers conferred by the Chargor's articles of association

9.1.10 employ advisers, consultants, managers, agents, workmen and others

9.1.11 purchase or acquire materials, tools, equipment, furnishing, goods or supplies

9.1.12 do any acts which the Lender or a receiver considers to be incidental or beneficial to the exercise of their powers

9.2 A receiver may borrow and secure the repayment of any money, in priority to the Chargor's Obligations

9.3 Joint receivers may exercise their powers jointly or separately

- 9 4 A receiver will first apply any money received from the Real Property towards the repayment of all money that the receiver has borrowed and secondly in payment of the receiver's fees and expenses. The receiver will then apply any remaining money received as required by law.
- 9 5 The Lender may exercise any of its powers even if a receiver has been appointed.
- 9 6 The Lender may exercise any rights attached to charged stock, shares and other securities as it considers necessary to preserve the value of, or realise, that Real Property. Otherwise the Lender will only exercise those rights as instructed by the Chargor.
- 9 7 The Lender may set off any amount due from the Chargor against any amount owed by the Lender to the Chargor. The Lender may exercise this right, without prior notice, both before and after demand. For this purpose, the Lender may convert an amount in one currency to another, using its market rate of exchange at the relevant time.
- 9 8 Any credit balance with the Lender will not be repayable, or capable of being disposed of, charged or dealt with by the Chargor, until the Chargor's Obligations, both before and after demand, have been paid in full. The Lender allowing the Chargor to receive intermediate payments will not waive this restriction.

10 APPLICATION OF PAYMENTS

- 10 1 The Lender may apply any payments received for the Chargor to reduce any of the Chargor's Obligations, as the Lender decides.
- 10 2 If the Lender receives notice of any charge or other interest affecting the Real Property, the Lender may suspend the operation of the Chargor's account(s) and open a new account or accounts. Regardless of whether the Lender suspends the account(s), any payments received by the Lender for the Chargor after the date of that notice will be applied first to repay the Chargor's Obligations arising after that date.

11 PRESERVATION OF OTHER SECURITY AND RIGHTS AND FURTHER ASSURANCE

- 11 1 This deed is in addition to any other security or guarantee for the Chargor's Obligations held by the Lender now or in the future. The Lender may consolidate this deed with any other security so that they have to be redeemed together, but it will not merge with or prejudice any other security or guarantee or any of the Lender's other rights.
- 11 2 On request, the Chargor will execute any deed or document, or take any other action required by the Lender, to perfect or enhance the Lender's security under this deed.

12 POWER OF ATTORNEY

To give effect to this deed and secure the exercise of any of their powers, the Chargor irrevocably appoints the Lender, and separately any receiver, to be the Chargor's attorney (with full power of substitution and delegation), in the Chargor's name to sign or execute any documents, deeds and other instruments, or to take, continue or defend any proceedings.

13 CONSENTS, NOTICES AND DEMANDS

- 13 1 All consents, notices and demands must be in writing.

13 2 The Lender may deliver a notice or demand to the Chargor at its registered office or at the contact details last known to the Lender

13 3 A notice or demand signed by an official of the Lender will be effective at the time of personal delivery, on the second business day after posting, or, if by fax, at the time of sending, if sent before 5pm on a business day, or otherwise on the next business day A "business day" is a weekday other than a national holiday

13 4 A notice from the Chargor to the Lender will be effective on receipt

14 TRANSFERS

The Lender may allow any person to take over any of its rights and duties under this deed The Chargor authorises the Lender to give that person or its agent any financial or other information about the Chargor References to the Lender include its successors

15 LAW

15 1 English law applies to this deed and the English courts have exclusive jurisdiction

15 2 For the benefit of the Lender, the Chargor irrevocably submits to the jurisdiction of the English courts and irrevocably agrees that a judgment or ruling in any proceedings in connection with this deed in those courts will be conclusive and binding on the Chargor and may be enforced against the Chargor in the courts of any other jurisdiction

16 LAND REGISTRY

16 1 Land Registry disposal restriction

In respect of any Real Property or part of or interest in any Real Property title to which is registered at the Land Registry (or any unregistered land subject to first registration), the Chargor shall apply or consent to an application being made to the Chief Land Registrar to enter the following restriction on the Register of Title for such Real 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 deed dated [●] in favour of [●] referred to in the charges register"

16 2 Tacking

The obligation on the part of the Lender to make further advances to the Chargor's parent company, 4 Children (company number 01789253), is deemed to be incorporated in this deed and the Chargor shall apply to the Chief Land Registrar for the following to be entered on the Register of Title in relation to any Real Property the title to which is registered at the Land Registry

"The Lender under a facility agreement dated [●] between the Chargor's parent company 4Children ("4Children") and the Lender is under an obligation (subject to the terms of that facility agreement) to 4Children to make further advances and the Chargor has guaranteed such obligations and the security agreement referred to in the charges register dated [●] in favour of the Lender secures those further advances "

Executed and Delivered as a deed by

H. Mosienko

Director

HAZEL MOSIENKO

Name

A witness is required if there is only one signature – which must be a Director

Signed by the Director in the presence of

Witness' signature

Ph. Randolph

Witness' name in full

PHILLIPA ELIZABETH RANDOLPH

Address

16 Trafalgar Road
Twickenham TW2SEJ

Occupation

Executive Assistant

Signed for the Lender