



Registration of a Charge

Company Name: **ALPHABET HOUSE DAY NURSERIES LIMITED**

Company Number: **04717401**



Received for filing in Electronic Format on the: **10/05/2023**

XC38C2VX

Details of Charge

Date of creation: **04/05/2023**

Charge code: **0471 7401 0003**

Persons entitled: **SANTANDER UK PLC**

Brief description: **THE LEASE DATED ON OR AROUND THE DATE OF THIS DEED BETWEEN (1) MARIE ELIZABETH BRENTFORD AND ANTHONY MILES BRENTFORD AND (2) ALPHABET HOUSE DAY NURSERIES LIMITED OF THE PROPERTY KNOWN AS ALPHABET HOUSE DAY NURSERY, GUNTHORPE ROAD, LOWDHAM, NOTTINGHAM, NG14 7EN TO BE GRANTED OUT OF FREEHOLD TITLE NUMBER NT212243. FOR FURTHER DETAILS PLEASE REFER TO THE CHARGE INSTRUMENT.**

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:

GATELEY PLC



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4717401

Charge code: 0471 7401 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 4th May 2023 and created by ALPHABET HOUSE DAY NURSERIES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 10th May 2023 .

Given at Companies House, Cardiff on 11th May 2023

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**

Debenture Accession Deed

DATE 4 May 2023 2023

PARTIES

- (1) **ALPHABET HOUSE DAY NURSERIES LIMITED** a company incorporated and registered in England and Wales (registered number 04717401) whose registered office is at H1 Ash Tree Court, Mellors Way, Nottingham Business Park, Nottingham, United Kingdom, NG8 6PY (the **Acceding Chorgor**); and
- (2) **SANTANDER UK PLC** a company incorporated and registered in England and Wales (registered number 02294747) whose registered office is at 2 Triton Square, Regent's Place, London, NW1 3AN (the **Lender**).

INTRODUCTION

- (A) This accession deed is supplemental to a Debenture (the **Debenture**) dated 16 April 2021 between the Chargors named in that Debenture and the Lender (as previously supplemented and amended by earlier Security Accession Deeds, if any).
- (B) This document is intended to take effect as a deed despite the fact the Lender may only execute it under hand.

IT IS AGREED

1. DEFINITIONS AND INTERPRETATION

- 1.1 Capitalised terms defined in the Debenture (as defined above) have the same meaning in this accession deed unless expressly defined in this accession deed.
- 1.2 The provisions of clause 1 (*Definitions and Interpretation*) of the Debenture apply to this accession deed as though they were set out in full in this accession deed, except that references to 'this deed' will be construed as references to this accession deed.
- 1.3 The schedules to this accession deed form part of this accession deed as if set out on the body of this accession deed.

2. ACCESSION

The Acceding Chargor agrees to be a Chargor for the purposes of the Debenture with immediate effect and agrees to be bound by all of the terms of the Debenture as if it had originally been a party to it as a Chargor.

3. CREATION OF SECURITY

3.1 Security

- 3.1.1 The Acceding Chargor covenants to pay or discharge, on demand, the Secured Liabilities when they fall due and in accordance with the terms of the Finance Documents.
- 3.1.2 This Security is:
- (a) created in favour of the Lender;
 - (b) created over present and future assets of the Acceding Chargor;
 - (c) security for payment of all the Secured Liabilities; and
 - (d) made with full title guarantee under the LPMPA.
- 3.1.3 Clause 3.2 and clause 3.3 shall be construed as creating a separate and distinct mortgage, fixed charge or security assignment over each Charged Asset within any particular class of assets specified.
- 3.1.4 Any failure to create an effective fixed Security Interest (for whatever reason) over a Charged Asset shall not affect the fixed nature of the Security Interest over any other Charged Asset, whether within the same class of assets or not.

3.2 **Fixed charges**

- 3.2.1 The Acceding Chargor charges by first legal mortgage its Property listed in schedule 1 to this accession deed.
- 3.2.2 Each Chargor charges by first fixed charge:
- (a) all its other interests in Property (not effectively charged by clause 3.2.1);
 - (b) all its other Equipment;
 - (c) its Subsidiary Shares, including those listed in schedule 2 to this accession deed;
 - (d) all its Securities other than its Subsidiary Shares;
 - (e) its Blocked Accounts, including those listed in schedule 3 to this accession deed;
 - (f) all its other Bank Accounts;
 - (g) the benefit of all Authorisations used in connection with its business or any of its Charged Assets and the right to recover and receive compensation which may be payable to it in respect of any of those Authorisations;
 - (h) all its Intellectual Property;
 - (i) all its goodwill and uncalled capital;
 - (j) all its Receivables; and
 - (k) to the extent not effectively assigned under clause 3.3:
 - (i) all its Insurance;
 - (ii) its Material Contracts including those listed in schedule 4 to this accession deed; and
 - (iii) all its Rental Income.

3.3 **Assignments**

The Acceding Chargor assigns and will assign absolutely (subject to a condition for reassignment on irrevocable discharge in full of the Secured Liabilities) all its rights, title, interest and benefit in and to:

- 3.3.1 Insurance;
- 3.3.2 Material Contracts and the benefit of any guarantee or Security Interest for the performance of any of its Material Contracts; and
- 3.3.3 Rental Income.

3.4 **Floating charge**

- 3.4.1 The Acceding Chargor charges by a first floating charge all its assets not effectively mortgaged, charged or assigned by fixed mortgage, fixed charge or assignment.
- 3.4.2 The floating charge created by clause 3.4.1 is a qualifying floating charge for the purpose of Paragraph 14 of Schedule B1 to the Insolvency Act.

4. **NEGATIVE PLEDGE AND NO DISPOSAL**

The Acceding Chargor may not:

- 4.1 create, purport to create or permit to exist any Security Interest over any Charged Asset (unless it is Permitted Security); or
 - 4.2 dispose of any Charged Asset (unless it is a Permitted Disposal),
- except as permitted by and in accordance with the Facilities Agreement or otherwise with the prior written consent of the Lender.

5. **REPRESENTATIONS AND WARRANTIES**

The Acceding Chargor makes the following representations and warranties to the Lender:

- 5.1 all Property beneficially owned by that Chargor at the date of this deed is identified in schedule 1 to this accession deed;
- 5.2 it is the legal and beneficial owner of the Subsidiary Shares identified against its name in schedule 2 to this accession deed (or, in the case of any held by a nominee its behalf, the beneficial owner); and
- 5.3 it is the legal and beneficial owner of the Charged Assets.

6. **INCORPORATION INTO DEBENTURE**

This accession deed and the Debenture shall be read together as one instrument and references in the Debenture to 'this deed' are deemed to include this accession deed.

7. **NOTICES**

The address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of the Acceding Chargor for any communication or document to be made or delivered under or in connection with the Debenture (including this accession deed) is:

Address: 1 Rushmills, Bedford Road, Northampton, Northamptonshire, United Kingdom, NN4 7YB

Attention: Ruth Pimentel

8. **GOVERNING LAW**

This accession deed and any non-contractual obligations arising out of or relating to it are governed by the laws of England and Wales.

EXECUTED as a deed and delivered on the date stated at the beginning of this accession deed.

SCHEDULE 1 – PROPERTY

Chargor	Property	Interest
Alphabet House Day Nurseries Limited	Lease dated on or around the date of this deed between (1) Marie Elizabeth Brentford and Anthony Miles Brentford and (2) Alphabet House Day Nurseries Limited of the property known as Alphabet House Day Nursery, Gunthorpe Road, Lowdham, Nottingham, NG14 7EN to be granted out of freehold title number NT212243	Leasehold
Alphabet House Day Nurseries Limited	Lease dated on or around the date of this deed between (1) Marie Elizabeth Brentford and Anthony Miles Brentford and (2) Alphabet House Day Nurseries Limited of the property known as The Lodge, Adbolton Lane, West Bridgford, Nottingham, NG2 5AS to be granted out of freehold title number NT130499, and of the property known as land on the east side of The Lodge, Adbolton Lane, West Bridgford, Nottingham NG2 5AS to be granted out of freehold title number NT489665	Leasehold
Alphabet House Day Nurseries Limited	Lease dated on or around the date of this deed between (1) Marie Elizabeth Brentford and Anthony Miles Brentford and (2) Alphabet House Day Nurseries Limited of the property known as White Post Day Nursery, Mansfield Road, Farnsfield Road, Newark, NG22 8HL to be granted out of freehold title number NT398933	Leasehold
Alphabet House Day Nurseries Limited	Lease dated 25 February 2016 between (1) Diana Margery Hunting and Victoria Catherine Hunting and (2) Anthony Miles Brentford and Marie Elizabeth Brentford of the property known as 10 Chilwell Road, Beeston, Nottingham, NG9 1EJ with title number NT524735	Leasehold

SCHEDULE 2 – SUBSIDIARY SHARES

Intentionally blank

SCHEDULE 3 – BLOCKED ACCOUNTS

Intentionally blank

SCHEDULE 4 – MATERIAL CONTRACTS

Intentionally blank

Executed as a deed by

ALPHABET HOUSE DAY NURSERIES LIMITED

acting by a director

in the presence of:

)

)

)

)

)

Director

I confirm that the witness
named below was physically
present when I signed this deed

Name of witness:

Ricardo Pimentel

Signature of witness:

Address:

Occupation:

Teacher

Lender

Executed as a deed by

SANTANDER UK PLC

as Lender

in the presence of this witness:

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Authorised Signatory

Name of witness:

Joshan Moustafa

Signature of witness:

Address:

100 Ludgate Hill,
London,
EC4M 7RE

Occupation:

Relationship Director

I confirm that the witness
named below was physically
present when I signed this
deed

I confirm that I was physically
present when the above
signatory signed this deed