



Registration of a Charge

Company name: **SPRINGBURN CHILDCARE LIMITED**

Company number: **05031433**

Received for Electronic Filing: **03/01/2021**



X9VEO0BF

Details of Charge

Date of creation: **23/12/2020**

Charge code: **0503 1433 0004**

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:

MACFARLANES LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5031433

Charge code: 0503 1433 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 23rd December 2020 and created by SPRINGBURN CHILDCARE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd January 2021 .

Given at Companies House, Cardiff on 4th January 2021

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 SUPPLEMENTAL SECURITY AGREEMENT

DATE 23 December 2020

PARTIES

- (1) **EACH OF THE COMPANIES** whose names, registered numbers and registered offices are listed in Schedule 1 hereto (the “**Additional Chargors**” and each an “**Additional Chargor**”); and
- (2) **ARES MANAGEMENT LIMITED** acting through its office at 5th Floor 6 St. Andrew Street, London, EC4A 3AE as agent and trustee for the Secured Parties (the “**Security Agent**”).

BACKGROUND

- (A) The Additional Chargor is a Subsidiary of ICP Nurseries Limited (registered number 10247950).
- (B) ICP Nurseries Limited has entered into a security agreement dated 7 December 2020 (the “**Security Agreement**”) between the Chargors under and as defined in the Security Agreement and the Security Agent.
- (C) Each Additional Chargor has agreed to enter into this deed and to become an Additional Chargor under the Security Agreement.
- (D) The Security Agent and each 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 each 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 Each 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, each 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 opposite its name in Schedule 2 (*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; 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*) of 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 7.11.2

(*Property acquisitions*) of the Security Agreement, each 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 each 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 2 (*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

ADDITIONAL CHARGORS

Name of Additional Chargor	Registered Number	Registered Office Address
Cresswell Nurseries Holdings Limited	11086208	Bentley Manor Box Trees Road Dorridge Solihull England B93 8NP
Cresswell Nurseries Investments Limited	11090320	Bentley Manor Box Trees Road Dorridge Solihull England B93 8NP
Cresswell Nurseries Limited	11032250	Bentley Manor Box Trees Road Dorridge Solihull England B93 8NP
Springburn Childcare Limited	05031433	Bentley Manor Box Trees Road Dorridge Solihull England B93 8NP
The Garden House Nursery School Limited	04932232	Bentley Manor Box Trees Road Dorridge Solihull England B93 8NP
Eduvivre Group Ltd	03516600	Bentley Manor Box Trees Road Dorridge Solihull England B93 8NP

Name of Additional Chargor	Registered Number	Registered Office Address
The Natural Childcare Company Limited	06485633	Bentley Manor Box Trees Road Dorridge Solihull England B93 8NP
Ark Childcare (UK) Limited	05625802	Bentley Manor Box Trees Road Dorridge Solihull England B93 8NP
RJY Properties Ltd	11114360	Bentley Manor Box Trees Road Dorridge Solihull England B93 8NP
Hillside House Nursery Limited	05121637	Bentley Manor Box Trees Road Dorridge Solihull England B93 8NP
Nikki's Nurseries Ltd	08584064	Bentley Manor Box Trees Road Dorridge Solihull England B93 8NP
Treetops Montessori Nursery Ltd	05240535	Bentley Manor Box Trees Road Dorridge Solihull England B93 8NP
Woodcote Day Nursery Limited	12941586	Bentley Manor Box Trees Road Dorridge Solihull

Name of Additional Chargor	Registered Number	Registered Office Address
		England B93 8NP

SCHEDULE 2

PROPERTIES CURRENTLY OWNED

PART A: REGISTERED LAND

Additional Chargor	Address	Administrative area	Title number
Cresswell Nurseries Limited	Land adjoining Pheasant Cottage, Ermin Street, Shefford Woodlands, Hungerford RG17 7AA	West Berkshire	BK273284
Cresswell Nurseries Limited	Land adjoining Springburn Childcare, Ermin Street, Shefford Woodlands, Hungerford RG17 7AA	West Berkshire	BK487437
The Garden House Nursery School Limited	72 Crimicar Lane, Sheffield S10 4FB	Sheffield	SYK29624
Eduvivre Group Limited	Land adjoining 27 Strollers Way, Stetchworth, Newmarket CB8 9TZ	East Cambridgeshire	CB184692
Eduvivre Group Limited	Land at 69 High Street, Stetchworth, Newmarket CB8 9TH	East Cambridgeshire	CB165072
The Natural Childcare Company Limited	Shirley Library, Church Road, Shirley B90 2AX	Solihull	MM38068
RJY Properties Limited	Children's Nursery, Hall Bank, Pontesbury, Shrewsbury SY5 0RF	Shropshire	SL260043
Hillside House Nursery Limited	Hillside House, Lyth Hill Road, Bayston Hill, Shrewsbury SY3 0AU	Shropshire	SL105811
Hillside House Nursery Limited	Hook-a-Gate Nursery, The Old School, Hookagate, Shrewsbury SY5 8BE	Shropshire	SL223450, SL237384 & SL229392
Nikki's Nurseries Limited	Ashburton House, 3 Monument Green, Weybridge, Surrey, KT13 8QR	Surrey: Elmbridge	SY322407
Tree Tops Montessori Nursery Limited	1 and 3 Chesham Street, Leamington Spa, CV31 1JS	Warwick	WK230557
Woodcote Day Nursery Limited	54 Woodcote Valley Road, Purley, CR8 3AJ	Croydon	SGL223114

PART B: UNREGISTERED LAND

Additional Chargor	Document describing property
The Natural Childcare Company Limited	Lease of parking area at Bentley Manor, Box Trees Road, Dorridge, Solihull B93 8NP dated 10 July 2018 and made between J D Culinare, A J Culinare and M A Smith (1) and The Natural Childcare Company Limited (2)

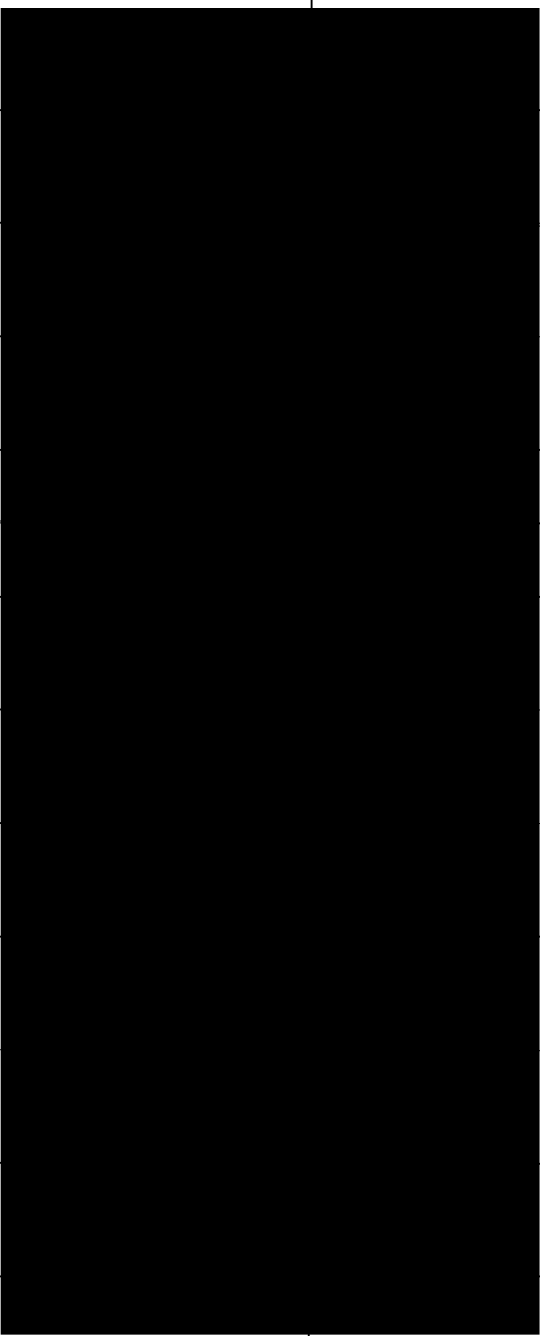
SCHEDULE 3

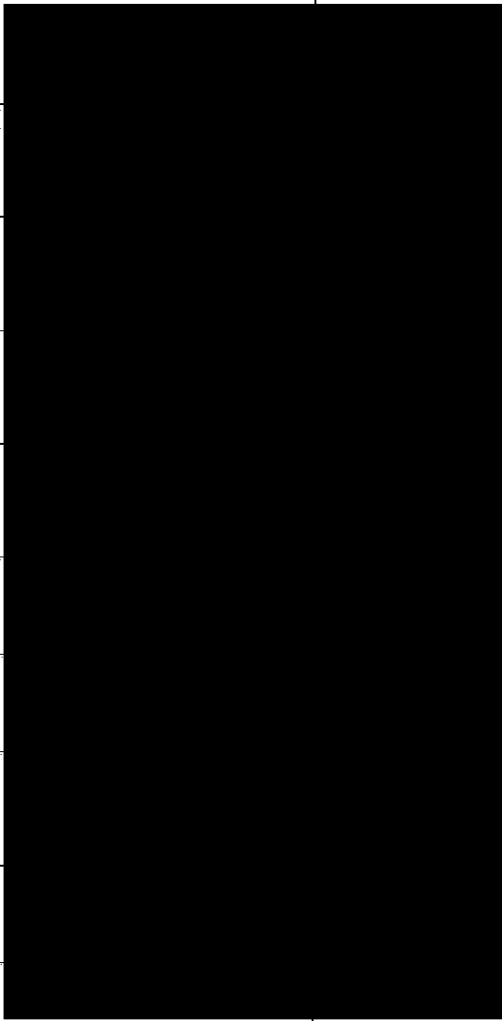
ACCOUNTS

PART 1: DESIGNATED ACCOUNTS

None as at the date of this deed.

PART 2: TRADING ACCOUNTS

Chargor	Bank	Account number	Sort code
Cresswell Nurseries Limited	Lloyds Bank Plc		
Springburn Childcare Limited	Barclays Bank Plc		
The Garden House Nursery School Limited	Lloyds Bank Plc		
The Garden House Nursery School Limited	Lloyds Bank Plc		
Eduvivre Group Ltd	Lloyds Bank Plc		
Eduvivre Group Ltd	Lloyds Bank Plc		
The Natural Childcare Company Limited	Lloyds Bank Plc		
The Natural Childcare Company Limited	Lloyds Bank Plc		
The Natural Childcare Company Limited	Lloyds Bank Plc		
The Natural Childcare Company Limited	Lloyds Bank Plc		
The Natural Childcare Company Limited	Santander UK Plc		
The Natural Childcare Company Limited	Santander UK Plc		
The Natural Childcare Company Limited	Santander UK Plc		

Chargor	Bank	Account number	Sort code
The Natural Childcare Company Limited	Santander UK Plc		
Ark Childcare (UK) Limited	Santander UK Plc		
Ark Childcare (UK) Limited	Santander UK Plc		
Ark Childcare (UK) Limited	Santander UK Plc		
Ark Childcare (UK) Limited	Santander UK Plc		
Hillside House Nursery Limited	Barclays Bank Plc		
Hillside House Nursery Limited	Barclays Bank Plc		
Nikki's Nurseries Ltd	National Westminster Bank PLC		
Treetops Montessori Nursery Ltd	Lloyds Bank Plc		
Treetops Montessori Nursery Ltd	Lloyds Bank Plc		

EXECUTION PAGES TO DEED OF ACCESSION

THE ADDITIONAL CHARGORS

EXECUTED as a DEED by)
CRESSWELL NURSERIES HOLDINGS)
LIMITED acting by a director in the)
presence of the witness identified below:)

(Signature

Print Name: Stephen Booty

Print Title: Director

Fergus Brown

EXECUTED as a DEED by)
CRESSWELL NURSERIES)
INVESTMENTS LIMITED acting by a)
director in the presence of the witness)
identified below:

(Signature

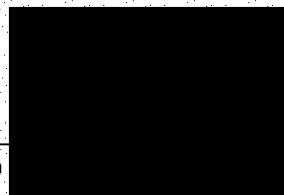
Print Name: Stephen Booty.

Print Title: Director

Fergus Brown

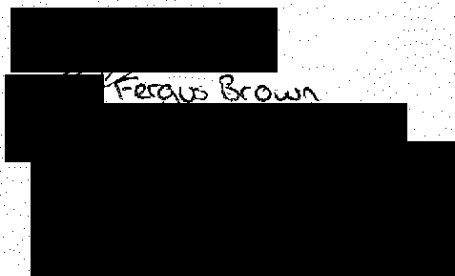
EXECUTED as a DEED by)
CRESSWELL NURSERIES LIMITED)
acting by a director in the presence of the)
witness identified below:)

(Signature)



Print Name: Stephen Baaty

Print Title: Director



Fergus Brown

EXECUTED as a DEED by)
SPRINGBURN CHILDCARE LIMITED)
acting by a director in the presence of the)
witness identified below:)

(Signature)



Print Name: Stephen Baaty

Print Title: Director



Fergus Brown

EXECUTED as a DEED by **THE**)
GARDEN HOUSE NURSERY SCHOOL)
LIMITED acting by a director in the)
presence of the witness identified below:)

(Signature)

Print Name: Stephen Booty

Print Title: Director

Attestation:
I, **Ferguson Brown**,
being a director of the above-named company,
do hereby certify that the above is a true and correct copy
of the Deed of the above-named company.

EXECUTED as a DEED by **EDUVIVRE**)
GROUP LTD acting by a director in the)
presence of the witness identified below:)
)

(Signature)

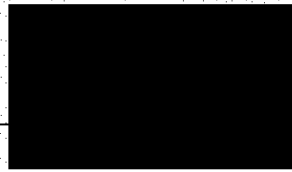
Print Name: Stephen Booty

Print Title: Director

Attestation:
I, **Ferguson Brown**,
being a director of the above-named company,
do hereby certify that the above is a true and correct copy
of the Deed of the above-named company.

EXECUTED as a DEED by THE)
NATURAL CHILDCARE COMPANY)
LIMITED acting by a director in the)
presence of the witness identified below:)

(Signature)



Print Name: Stephen Booty

Print Title: Director

W - Name
I - Name
T - Address
M -
P -
S -
N - Occupation

Fergus Brown

EXECUTED as a DEED by ARK)
CHILDCARE (UK) LIMITED acting by a)
director in the presence of the witness)
identified below:)

(Signature)

Print Name:

Print Title: Director

W - Name
I - Name
T - Address
M -
P -
S -
N - Occupation

EXECUTED as a DEED by THE)
NATURAL CHILDCARE COMPANY)
LIMITED acting by a director in the)
presence of the witness identified below:)

(Signature)

Print Name:

Print Title: Director

W Signature
I Name
T Address
N
E
S
S Occupation

EXECUTED as a DEED by ARK)
CHILDCARE (UK) LIMITED acting by a)
director in the presence of the witness)
identified below:)

(Signature)

Print Name: *Hilda Miller*

Print Title: Director *Director*

W Signature
I Name *Althe Herbert*
T Address
N
E
S
S Occupation

EXECUTED as a DEED by RJY)
PROPERTIES LTD acting by a director)
in the presence of the witness identified)
below:)



(Signature)

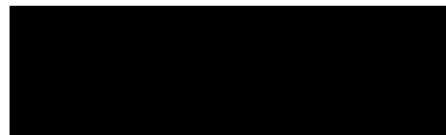
Print Name: Hilda Miller

Print Title: Director Director

W Signature
I Name
T Address
N
M
S
S Occupation


Alfred Herbert


EXECUTED as a DEED by HILLSIDE)
HOUSE NURSERY LIMITED acting by a)
director in the presence of the witness)
identified below:)


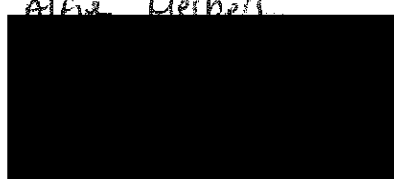


(Signature)

Print Name: Hilda Miller

Print Title: Director Director

W Signature
I Name
T Address
N
M
S
S Occupation


Alfred Herbert


EXECUTED as a DEED by **NIKKI'S**)
NURSERIES LTD acting by a director in)
the presence of the witness identified)
below:)

(Signature)



Print Name: Stephen Booty.

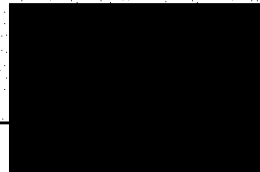
Print Title: Director



Fergus Brown

EXECUTED as a DEED by **TREETOPS**)
MONTESSORI NURSERY LTD acting)
by a director in the presence of the)
witness identified below:)

(Signature)



Print Name: Stephen Booty

Print Title: Director



Fergus Brown

EXECUTED as a DEED by **WOODCOTE**)
DAY NURSERY LIMITED acting by a)
director in the presence of the witness)
identified below:)

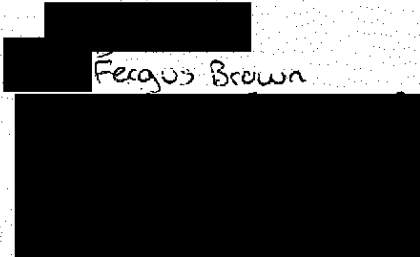
(Signature)



Print Name: Stephen Booty

Print Title: Director

W. Secretary
D. Director
C. Secretary
A. Secretary
M. Secretary
S. Secretary
J. Secretary
K. Secretary
L. Secretary
N. Secretary
P. Secretary
Q. Secretary
R. Secretary
S. Secretary
T. Secretary
U. Secretary
V. Secretary
W. Secretary
X. Secretary
Y. Secretary
Z. Secretary



Fergus Brown

THE SECURITY AGENT

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

(Signature)

Print Name:

EXECUTED as a DEED by **WOODCOTE**)
DAY NURSERY LIMITED acting by a)
director in the presence of the witness)
identified below:)

(Signature)

Print Name:

Print Title: Director

W Signature
I Name
T Address
N
E
S
S Occupation

THE SECURITY AGENT

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

(Signature)

Print Name: John Atherton

Authorised Signatory