



CHFP004

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legibly, preferably  
in black type, or  
bold block lettering\* insert full name  
of Company

## COMPANIES FORM No. 395

## Particulars of a mortgage or charge

A fee of £13 is payable to Companies House in  
respect of each register entry for a mortgage  
or charge.

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies  
(Address overleaf - Note 6)

For official use

5

Company number

4069786

Name of company

. Groundstyle Limited

Date of creation of the charge

02.07.2008

Description of the instrument (if any) creating or evidencing the charge (note 2)

Debenture

Amount secured by the mortgage or charge

All present and future moneys, obligations and liabilities owed by the Borrower (as defined in the  
Debenture) to the Lender (as defined in the Debenture), whether actual or contingent and whether  
owed jointly or severally, as principal or surety and/or in any other capacity

Names and addresses of the mortgagees or persons entitled to the charge

Philip McVay of 5 Whitgreave Lane, Great Bridgefords, Stafford, Staffordshire

Postcode ST18 9SJ

Presenter's name address and  
reference (if any)

Time critical reference

For official Use (02/06)  
Mortgage Section

Post room

WEDNESDAY



\*ACZWB192\*

A18

09/07/2008

27

COMPANIES HOUSE

002924/26

23A.

395

Short particulars of all the property mortgaged or charged

1 As a continuing security for the payment or discharge of the Secured Liabilities (as defined in the Debenture), the Borrower, with full title guarantee

(a) charges to the Lender, by way of first legal mortgage, all the Properties (as defined in the Debenture) in which the Borrower currently holds an interest,

(b) charges to the Lender, by way of first fixed charge

(i) all Properties acquired by the Borrower after the date of the Debenture,

(ii) all present and future interests of the Borrower that are not effectively mortgaged or charged under the preceding provisions of this clause 1 in or over freehold or leasehold property,

(iii) all present and future rights, licences, guarantees, rents, deposits, contracts, covenants and warranties relating to the Properties,

(iv) all present and future goodwill and all uncalled capital for the time being of the Borrower,

(v) all the Equipment (as defined in the Debenture),

(vi) all Intellectual Property (as defined in the Debenture),

(vii) all the Book Debts (as defined in the Debenture),

(viii) all the Investments (as defined in the Debenture), and

(xi) all monies from time to time standing to the credit of its accounts with any bank, financial institution or other person (including each Designated Account (as defined in the Debenture))

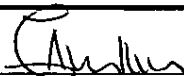
See continuation sheet

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Please complete legibly, preferably in black type, or bold block lettering

Particulars as to commission allowance or discount (note 3)

Signed



Date 27 08

On behalf of [company] [mortgagee/chargee] +

A fee is payable to Companies House in respect of each register entry for a mortgage or charge (See Note 5)

Notes

+delete as appropriate

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situated in Scotland or Northern Ireland) and Form No 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his
  - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
  - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,
 for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is Companies House, Crown Way, Cardiff CF14 3UZ.

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**COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)**  
**Particulars of a mortgage or charge**  
**(continued)**

Continuation sheet No \_\_\_\_\_  
to Form No 395 and 410 (Scot)

Company number

4069786

Please complete  
legibly, preferably  
in black type, or  
bold block lettering

Name of company

Groundstyle Limited

Limited \*

\* delete if  
inappropriate

Description of the instrument relating or evidencing the mortgage or charge (continued) (note 2)

Amount due or owing on the mortgage or charge (continued)

Please do not  
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binding margin

Please complete  
legibly, preferably  
in black type, or  
bold black  
lettering

Names, addresses and descriptions of the mortgagees or persons entitled to the charge  
(continued)

Please do not write  
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Please complete  
legibly, preferably in  
black type or bold  
block lettering

(c) assigns to the Lender, by way of first fixed charge, all its rights in any present or future policies of insurance or assurance (including, without limitation, any insurances relating to the Properties or the Equipment),

(d) assigns to the Lender, by way of first fixed charge, to the extent that they are assignable, the benefit or the Assigned Agreements (as defined in the Debenture) and the benefit of any guarantee or security for the performance of the Assigned Agreements, and

(e) charges to the Lender, by way of first floating charge, all the undertaking, property, assets and rights of the Borrower at any time not effectively mortgaged, charged or assigned under clause 1(a) to clause 1(d) inclusive

2 The charge created by clause 1 shall not apply to Excluded Property (as defined in the Debenture) so long as any relevant condition has not been satisfied or any waiver has not been obtained, but

(a) for each Excluded Property, the Borrower undertakes to

(i) apply for the relevant consent or waiver of prohibition or conditions within five Business Days (as defined in the Debenture) of the date of the Debenture and to use its best endeavours to obtain that consent or waiver of prohibition as soon as possible,

(ii) keep the Lender informed of its progress in obtaining such consent or waiver, and

(iii) immediately on receipt of such consent or waiver, provide the Lender with a copy, and

(b) immediately on receipt of the relevant waiver or consent, the relevant formerly Excluded Property shall stand charged to the Lender under clause 1. If required by the Lender at any time following receipt of that waiver or consent, the Borrower shall execute a valid fixed charge in such form as the Lender shall require

3. The floating charge created by clause 1(e) shall automatically and immediately (without notice) be converted into a fixed charge over the relevant Charged Property (as defined in the Debenture) if:

(a) the Borrower

(i) creates, or attempts to create, an Encumbrance (as defined in the Debenture) without the prior written consent of the Lender, or any trust in favour of another person over all or any part of the Charged Property, or

(ii) disposes or attempts to dispose of all or any part of the Charged Property other than property that is subject only to the floating charge (while the floating charge remains uncrystallised) in the ordinary course of business, or

(b) a receiver is appointed over all or any of the Charged Property that is subject to the floating charge, or

(c) any person levies, or attempts to levy, any distress, attachment, execution or other process against all or any part of the Charged Property,

(d) the Lender receives notice of the appointment of, or a proposal or an intention to appoint, an administrator of the Borrower.

4 The Lender may, in its sole discretion, at any time by written notice to the Borrower, convert the floating charge created under the Debenture into a fixed charge as regards any part of the Charged Property specified by the Lender in that notice

5 Any asset required by the Borrower after any crystallisation of the floating charge created under the Debenture which, but for such crystallisation, would be subject to a floating charge shall (unless the Lender confirms in writing to the contrary) be charged to the Lender by way of first fixed charge



**CERTIFICATE OF THE REGISTRATION  
OF A MORTGAGE OR CHARGE**

**Pursuant to section 401(2) of the Companies Act 1985**

**COMPANY NO. 4069786  
CHARGE NO. 5**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 2 JULY 2008  
AND CREATED BY GROUNDSTYLE LIMITED FOR SECURING  
ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY  
TO PHILIP MCVAY ON ANY ACCOUNT WHATSOEVER WAS  
REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE  
COMPANIES ACT 1985 ON THE 9 JULY 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11 JULY 2008



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES