

012136/13

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COMPANIES FORM No. 395

395

CHWP000

Please do not
write in
this margin

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

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

Company number

1		
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6668756

Name of company

* insert full name
of Company

* ALL SEASONS GROUND CARE LTD

Date of creation of the charge

13 August 2008

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

Debenture conferring fixed and floating charges upon the undertaking and all property, assets and rights of the company

Amount secured by the mortgage or charge

All monies and liabilities at any time due or owing to the debenture holder from the Company under an agreement dated 13 August 2008

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

Swan Plant Limited (Company Number 05537214), c/o Stanley Coltman or Carl Jackson, Tenon

Recovery, Highfield Court, Tollgate, Chandlers Ford, Eastleigh, Hampshire

Postcode SO53 3TZ

Presenter's name address and
reference (if any)

Paul Davidson Taylor
DX 57617 Horsham (REF DAS)

For official Use (02/06)
Mortgage Section

FRIDAY



ANW1D2OX

A45

29/08/2008

61

COMPANIES HOUSE

Time critical reference

Short particulars of all the property mortgaged or charged

All the undertaking and all property, assets and rights of the company, as more specifically set forth in the continuation sheets hereto appended

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this margin

*Please complete
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bold block lettering*

Particulars as to commission allowance or discount (note 3)

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

Signed

Date 28 August 2008

On behalf of ~~[company]~~ [mortgagee/chargee]†

† delete as
appropriate

Notes

- 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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binding margin

COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

**Particulars of a mortgage or charge
(continued)**

Continuation sheet No 1
to Form No 395 and 410 (Scot)

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

* delete if
inappropriate

Company number

6668756

Name of company

ALL SEASONS GROUND CARE LTD

Limited *

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

Debenture conferring fixed and floating charges upon the undertaking and all property, assets and rights of the company

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

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All monies and liabilities at any time due or owing to the debenture holder from the Company under an agreement dated 13 August 2008

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

*Please complete
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in black type, or
bold block lettering*

Swan Plant Limited (Company Number 05537214), c/o Stanley Coltman or Carl Jackson, Tenon
Recovery, Highfield Court, Tollgate, Chandlers Ford, Eastleigh, Hampshire SO53 3TZ

1•by way of legal mortgage all freehold and leasehold property of the Company,

1 1•the title to which is registered at H M Land Registry and which is described in Schedule 1 hereto, and

1 2•the title to which is not registered at H M Land Registry and which is described in Schedule 2 hereto

*Please complete
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bold block lettering*

together with all buildings fixtures (including trade fixtures) and plant and machinery from time to time thereon and all liens charges options agreements easements rights estates and interests relating thereto and/or the proceeds of sale thereof (collectively "the Legally Mortgaged Property"),

2•by way of fixed charge all freehold and leasehold property (excluding the Legally Mortgaged Property) now and at any time during the continuance of this security belonging to, or charged to, the Company (including any equitable interest in any such property) together with all buildings fixtures (including trade fixtures) and plant and machinery from time to time thereon and all liens charges options agreements easements rights estates and interests relating thereto and/or the proceeds of sale thereof,

3•by way of fixed charge all plant machinery vehicles computers and other equipment of the Company both present and future (including but not limited to that specified in Schedule 3 hereto) and all spare parts replacements and fixtures and additions for the same and the full benefit of all warranties and contracts relating to the same but excluding stock-in-trade of the Company,

4•by way of fixed charge all the goodwill uncalled capital and all patents trade marks and service marks (whether registered or not) brand and trade names registered designs design rights copyrights computer programs inventions confidential information know-how and all other intellectual or intangible property or rights and all applications for the protection of any of the foregoing in any part of the world and all licenses agreements and ancillary and connected rights and benefits including all royalties fees and other income from the same both present and future of the Company,

5•by way of fixed charge all book debts and other debts revenues and claims both present and future (including bank deposits and credit balances) and all things in action due or owing or which may become due or owing to or purchased or otherwise acquired by the Company and the full benefit of all rights remedies and proceedings relating thereto including but not limited to any negotiable or non-negotiable instruments guarantees indemnities debentures legal and equitable charges and other security reservations of proprietary rights of tracing liens and all other rights and remedies of whatsoever nature in respect of the same,

6•by way of fixed charge all stocks shares bonds and securities of any kind whatsoever whether marketable or otherwise and all other interests including but not limited to loan capital of the Company now and at any time during the continuance of this security belonging to the Company and all dividends and any other rights in respect thereof ("the Securities"),

7•by way of fixed charge all present and future contracts or policies of insurance and assurance (including for the avoidance of doubt, but not limited to, life policies) in which the Company now or hereafter has an interest and all monies from time to time payable thereunder including any refund of premiums,

8•by way of fixed charge all present and future contracts and contractual rights in respect of any plant machinery and chattels held under lease hire purchase or similar agreements or subject to retention of title,

9•by way of fixed charge all present and future rights in any recoveries made in respect of transactions at an undervalue transactions defrauding creditors wrongful trading fraudulent trading and any other form of malpractice,

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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 2
to Form No 395 and 410 (Scot)

Please complete
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* delete if
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Company number

6668756

Name of company

ALL SEASONS GROUND CARE LTD

Limited *

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

Debenture conferring fixed and floating charges upon the undertaking and all property, assets and rights of the company

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

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All monies and liabilities at any time due or owing to the debenture holder from the Company under an agreement dated 13 August 2008

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

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Swan Plant Limited (Company Number 05537214), c/o Stanley Coltman or Carl Jackson, Tenon
Recovery, Highfield Court, Tollgate, Chandlers Ford, Eastleigh, Hampshire SO53 3TZ

10 • by way of floating charge (to which paragraph 14 of Schedule B1 applies) the undertaking and all other property assets and rights of the Company whatsoever and wheresoever both present and future including but not limited to the stock-in-trade of the Company wheresoever and the heritable property and the whole of the property assets and rights in Scotland which is or may be from time to time while this instrument is in force comprised in the property and undertaking of the Company including all that property assets and rights of the Company for the time being charged by way of fixed charge under sub-clauses 3.1 to 3.9 if and in so far as such charges shall for any reason be ineffective as fixed charges. The Debenture Holder may by notice to the Company convert such floating charge into a fixed charge in respect of any assets specified in the notice which the Debenture Holder considers to be in jeopardy and may appoint a Receiver thereof.

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11 • With full title guarantee, by way of a first fixed charge, and releases to the Debenture Holder as a continuing security for the payment of all monies and the discharge of all obligations and liabilities hereby covenanted to be paid, any such deposit of money that the Company may have with the Debenture Holder ("the Deposit") and all the right title benefit and interest of the Company whatsoever present and future therein together with any certificates of deposit receipts or other instruments or securities relating thereto to the intent that any such charge shall operate as a release of the Deposit to the Debenture Holder until all such monies obligations and liabilities have been paid or discharged.



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

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

COMPANY NO. 6668756
CHARGE NO. 1

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 13 AUGUST
2008 AND CREATED BY ALL SEASONS GROUND CARE LTD.
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM
THE COMPANY TO SWAN PLANT LIMITED CARE OF STANLEY
COLTMAN OR CARL JACKSON UNDER THE TERMS OF THE
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1
PART XII OF THE COMPANIES ACT 1985 ON THE 29 AUGUST
2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 1 SEPTEMBER
2008



Companies House
— for the record —

DX J



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES