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write in
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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

035571/13
395To the Registrar of Companies
(Address overleaf - Note 6)

For official use

3

Company number

06668756

Name of company

01 + 43

* All Seasons Groundcare Limited of Unit 4D Lyncastle Way, Warrington, Cheshire WA4 4ST ("The Company")

Date of creation of the charge

2 October 2008

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

DEED OF DEBENTURE ("the Debenture")

Amount secured by the mortgage or charge

2 Under the terms of the Debenture, the Company covenants that it will on demand pay to State (as agent for itself and each Associate) without deduction, set off or counterclaim all monies and discharge all obligations and liabilities whether actual or contingent now or at any time due, owing or incurred to State or any Associate by the Company in whatever currency denominated and however so incurred, (whether alone or jointly and in whatever style, name or form and whether as principal or surety) when the same are due and including, in particular, the payment of all amounts which may become due on or following termination of, or demand made under, a Finance Agreement in accordance with its terms and all accrued interest, commission, fees and other charges and Expenses,

"Associate" means any present or future holding company, subsidiary (or subsidiary of any such holding company) of State, from time to time (but only for so long as the Associate remains such a holding company, subsidiary or subsidiary of such a holding company

See addendum 2/4

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

State Securities plc, Burlington House, Botleigh Grange Office Campus, Grange Drive, Hedge End, Southampton ("State")

Postcode SO30 2AF

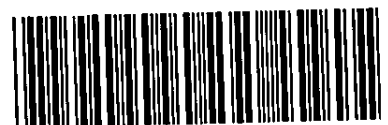
Presentor's name address and
reference (if any)
State Securities plc
Burlington House, Botleigh Grange
Office Campus, Grange Drive
Hedge End
Southampton SO30 2AF

Time critical reference

For official Use (02/00)
Mortgage Section

Post room

FRIDAY



A65HT3NL

A13

03/10/2008

13

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

3 1 Under the terms of the Debenture the Company grants the mortgages, charges and other securities set out below to State (as agent and trustee for itself first and then each Associate) with full title guarantee and to the intent that the securities created by the Debenture shall rank as continuing securities for all the obligations and liabilities of the Company described (in the previous section) or otherwise arising under the Debenture (whether incurred to State or any Associate) Unless otherwise stated, the security created extends to all present and future assets of the type referred to and to all interests of the Company in such assets

3 2 The Company separately charges by way of legal mortgage each of the following

3 2 1 all of the freehold and leasehold property now vested in the Company including, but not limited to, the properties short particulars of which is or are set out in Schedule 1,

3 2 2 all buildings and fixtures (including trade fixtures, tenant's fixtures and fixed plant and equipment) on such Real Property,

3 2 3 all presently held vendor's liens, mortgages, charges, options, agreements and rights, titles and other legal interests in or over land of whatever descriptions held by the Company on the date of the Debenture, and

See addendum 4/4

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

Particulars as to commission allowance or discount (note 3)

NIL

Signed

Date 2 October 2008

On behalf of 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 situate 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 must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is Companies House, Crown Way, Cardiff CF14 3UZ

Company number

06668756

Name of company

* insert full name
of company

* All Seasons Groundcare Limited of Unit 4D Lyncastle Way, Warrington, Cheshire WA4 4ST ("The Company")

Addendum 1/4

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

Addendum 2/4

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

"Charged Property" means all the undertaking, property, assets and rights mortgaged, or charged under the Debenture and shall include any part or interest in them

"Finance Agreement" means each and any loan, hire purchase, conditional sale, stocking, leasing, or other agreement or arrangement for the provision of financial accommodation or the sale or hire of goods by State to the Company or a person whose liabilities are guaranteed or secured by the Company

"Expenses" means all expenses (including legal fees) from time to time paid or incurred by State or any Associate, any Receiver or their respective agents and employees at any time in connection with the Charged Property, the recovery of amounts owing to State or any Associate or in taking, perfecting, defending, preserving or enforcing the Debenture and all security and rights created by the Debenture and in obtaining advice on any matter relating to the Debenture or the Charged Property (including all costs and expenses payable to State or any Receiver under the Debenture) or in exercising any right or power arising under or because of the Debenture or otherwise, in each case on a full indemnity basis

"Receiver" means a receiver, receiver and manager or administrative receiver appointed under the Debenture and includes joint receivers

Company number

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Addendum 3/4

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

Name of company

* insert full name
of company

* All Seasons Groundcare Limited of Unit 4D Lyncastle Way, Warrington, Cheshire WA4 4ST ("The Company")

Addendum 4/4

4 Short particulars of all the property mortgaged or charged (continued)

3 2 4 all rents, licence fees, service charges or ground rents payable in respect of such Real Property

3 3 The Company separately charges by way of fixed charge each of the following

3 3 1 all estates or interest in any freehold and leasehold property of whatever kind (whether legal or equitable) not effectively mortgaged by clause 3 2 now or at any time during the continuance of the security created by the Debenture belonging to or mortgaged or charged to the Company or the proceeds of sale thereof,

3 3 2 the benefit of all licences or agreements relating to any such Real Property to which the Company may be party or to which the Company may at any time be entitled,

3 3 3 all buildings and fixtures (including trade fixtures, tenant's fixtures and fixed plant and equipment) owned by the Company from time to time in or on any such Real Property,

3 3 4 all vendor's liens, mortgages, charges, options, agreements, titles and other interests in or over Real Property acquired by the Company at any time in the future,

3 3 5 all rents, licence fees, service charges or ground rents payable in respect of such Real Property,

3 3 6 all machinery and equipment used by the Company in the Business which is accounted for as fixed assets with an individual value in excess of £5,000 and which will not, ordinarily, be replaced within 12 months of its purchase or acquisition by the Company, together with the benefit of all warranties and contracts relating to the same, and

3 3 7 all other plant, machinery, vehicles, computers and other equipment of the Company both present and future together with the full benefit of all warranties and contracts relating to the same (although excluding the Company's stock in trade or work in progress)

3 4 The Company assigns absolutely to State all of its right, title and interest in the Chattel Assets and the full benefit of all warranties, guarantees and contracts relating to the same Upon State being satisfied that all of the obligations and liabilities described in the previous section have been irrevocably paid and discharged in full it will, at the cost and request of the Company, reassign the Chatel Assets to the Company

3 5 The Company separately charges by way if fixed charge each of the following

3 5 1 all the right, title and interest of the Company to and in all present and future policies of insurance and assurance (including for key-man cover) and the proceeds of all and any claim made or capable of being made at any time in the future under such policies,

3 5 2 all present and future rights to rebate, repayment or reclaim of taxes or customs duties paid by the Company or any other person where the right is asserted or the claim made, the entitlement to a rebate arises or the rebate becomes payable either outside of the ordinary course of trading or after the Company has ceased to trade or after demand has been made by State for repayment of the obligations and liabilities secured by the Debenture,

3 5 3 all claims to which the Company is entitled or may be or become entitled to damages or compensation relating to the Charged Property or the return to the Company of its assets or property (including if recovered by a liquidator or administrator of the Company under statutory powers),

3 5 4 all rights to bank deposits, credit balances and bank or other accounts in each case not comprised in (or standing to the credit at any time of) the Principal Bank Accounts,

3 5 5 (without prejudice to the legal mortgage or fixed equitable charge created of the Real Property and all rights of State as mortgagee or fixed chargee to rents arising thereunder) all rent, licence fees or hire charges receivable in respect of leasing, hiring or sub-hiring of any if the Charged Property (by the Company (including any not consented to in advance by State and so carried out in breach of the terms of the Debenture)),

3 5 6 all rights to any rebate of rentals or refund of purchase price in respect of assets hired or leased to the Company by State,

(all such matters described in clauses 3 5 1 - 3 5 6 being referred to as "the Fixed Charge Debts")

3 6 The Company separately charges by way of fixed charge each of the following (which in the Debenture are called "the Securities")

Name of company

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* All Seasons Groundcare Limited of Unit 4D Lyncastle Way, Warrington, Cheshire WA4 4ST ("The Company")

3 6 1 all the shares listed in Schedule 3 (if any),

3 6 2 all other stocks, shares loan notes and/or securities legally and/or beneficially owned by the Company or any nominee from time to time, and

3 6 3 all dividends, rights, distributions, accretions and benefits relating to the shares, stocks, loan notes and securities referred to in this clause 5 or paid or payable in respect of them (including by way of preference, bonus, redemption or otherwise) (the "Distribution Rights")

3 7 The Company separately charges by way of fixed charge each of the following

3 7 1 uncalled capital, goodwill (which shall include all brand names), licences, trademarks and service marks, patents, patent applications, designs, copyrights, confidential information, know-how, computer software and all other intellectual or intangible property or rights now and from time to time belonging to the Company,

3 7 2 all of the Company's rights and under all contracts entered into by the Company in the course of its business including all distributorship, all leasing, rental, credit hire, hire purchase or similar agreements and all letters of credit issued in its favour and all bills of exchange and other negotiable instruments held by it from time to time,

3 7 3 all amounts realised by an administrator or liquidator of the Company upon the enforcement of execution of any order of the Court under Part IV of the Insolvency Act 1986

3 8 The Company assigns to State absolutely all the present and future right, title and interest of the Company in the Business and on repayment and discharge of all monies and liabilities (whether or not accrued due) secured by this Debenture, State will at the request and expenses of the Company re-assign to the Company the right, title and interest in the Business which at that time may vest in State

3 9 The Company charges by way of floating charge its undertaking and all its other property, assets and rights not effectively mortgaged or charged by way of fixed charge by clauses 3 2 to 3 8 above of this Debenture whatsoever and wheresoever situate, present and future and including all heritable property located in Scotland and all Floating Charge Debts and all other monetary debts and claims not effectively charged by way a fixed under this Debenture, the proceeds thereof and all rights relating to the same and all things in action which give rise to a Floating Charge Debt or such a book or monetary debt or claim and all credit balances from time to time on the Principal Bank Accounts

"Business" means the goodwill and connection of, and rights that the Company has in its business carried on by or for the account of the Company upon any part of the Real Property or elsewhere which expression shall include all business(es) at any time during the continuance of this security so carried on and the benefit of all licences and registrations (if any) held in connection with it/them and all ancillary or connected rights

"Charged Property" means all the undertaking, property, assets and rights mortgages, or charged under the Debenture and shall include any part of or interest in them

"Chattel Assets" means (without prejudice to the fixed charges created by clause 3 3) each of the assets itemised in Schedule 2

"Fixed Charge Debts" has the meaning given to that expression in clause 3 5 and which includes each and every book debt and other monetary debt or claim (whether actual or contingent) separately referred to in such clause

"Floating Charge Debts" means all book and other debts and monetary claims now or at any time in the future due, owing or incurred to the Company apart from the Fixed Charge Debts

"Principal Bank Accounts" means all the Company's bank accounts from time to time maintained with or at any branch of the Bank and which are not designated as accounts opened for the benefit of State or to received monies mortgaged or charged by way of fixed charge (whether originally or following crystallisation of any floating charge) in favour of State and which are not opened after demand has been made for payment of amounts secured by the Debenture

"Real Property" means all freehold and leasehold property or interest of the Company in any of the same mortgaged or charged under the Debenture and includes any part of it

"Securities" has the meaning given to such expression in clause 3 6

Company number

06668756

Name of company

* insert full name
of company

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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 6668756
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 2 OCTOBER
2008 AND CREATED BY ALL SEASONS GROUND CARE LTD.
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM
THE COMPANY TO STATE SECURITIES PLC (OR ANY
ASSOCIATE) ON ANY ACCOUNT WHATSOEVER 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
3 OCTOBER 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 3 OCTOBER 2008

1/10/08



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES