



Registration of a Charge

Company Name: **ALL SEASONS BY NATURE LIMITED**

Company Number: **13245465**



Received for filing in Electronic Format on the: **14/07/2021**

XA8PGJF6

Details of Charge

Date of creation: **08/07/2021**

Charge code: **1324 5465 0001**

Persons entitled: **THOMSON PRODUCE LIMITED**

Brief description: **ANY AND ALL INTELLECTUAL PROPERTY ARISING.**

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

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 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **ANTONY PHILIP THOMSON**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 13245465

Charge code: 1324 5465 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 8th July 2021 and created by ALL SEASONS BY NATURE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th July 2021 .

Given at Companies House, Cardiff on 16th July 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**

Debenture

This debenture is made on 8th July 2021 by you,

All Seasons By Nature Limited (company number 1324565; registered in England and Wales)

in favour of

Thomson Produce Limited (company number 05626152; registered in England and Wales)

as security for your liabilities to Thomson Produce Limited.

By executing this debenture, you enter into the agreements and covenants and create the charges set out in this document.

This document consists of 16 clauses set out over 11 pages.

1. Definitions

In this debenture, unless the context otherwise requires:

'Assets' means all your undertaking, property, assets, rights and revenues, whatever and wherever in the world, present and future, and includes each or any of them;

'Floating Charge Assets' means those of the Assets that are for the time being comprised in the floating charge created by clause 3.1.3 but only insofar as concerns that floating charge;

'Intellectual Property' means all patents (including supplementary protection certificates), utility models, registered and unregistered trade marks (including service marks), rights in passing off, copyright, database rights, registered and unregistered rights in designs (including in relation to semiconductor products) and, in each case, any extensions and renewals of, and any applications for these rights;

'Intellectual Property Rights' means all and any of your Intellectual Property and all other intellectual property rights and other rights, causes of action, interests and assets comprised in clause 3.1.2(h);

'Land' includes freehold and leasehold, and any other estate in, land and (outside England and Wales) immovable property and in each case all buildings and structures upon and all things affixed to Land (including trade and tenant's fixtures);

'Receivables' means all sums of money receivable by you now or in the future consisting of or payable under or derived from any Assets referred to in clause 3.1.2;

'Receiver' means every person I appoint as a receiver and manager under clause 13, including any substituted receiver and manager;

'Secured Sums' means all money and liabilities covenanted to be paid or discharged by you to us under clause 2;

'Securities' Means all stocks, shares, debentures, debenture stock, loan stock, bonds and securities issued by any company or person (other than you) and all other investments (as listed in Part II of Schedule 2 to the Financial Services and Markets Act 2000):

- which now or in the future represent a holding in a subsidiary undertaking (as defined by the Companies Act 2006); or
- The certificates for which are now or in the future deposited by you with me or which, if uncertificated, are held in an escrow or other account in my favour or held in my name or that of my nominee or to my order;

Including in each case all rights and benefits arising and all money payable in respect of any of them, whether by way of conversion, redemption, bonus, option, dividend, interest or otherwise;

'We'; 'our'; 'us', and 'ourselves' refer to Thomson Produce Limited and any transferee or successor whether immediate or derivative;

'You' and 'your' refer to the company shown as 'you' on the front page of this debenture.

Any reference to any statute or any section of any statute is deemed to include reference to any statutory modification or re-enactment of it for the time being in force.

2. Your covenant to pay

Your covenant to pay or discharge to me on my demand in writing:

- 2.1 all money and liabilities now or in the future due, owing or incurred (before or after that demand) by you to us in any manner. This applies whether the money and liabilities are due, owing or incurred actually or contingently; whether by you alone or by you jointly with any other person; and whether you are a principal or a surety; and includes any liability (secured or unsecured) of yours to a third party which subsequently becomes payable to me by assignment or otherwise; and
- 2.2 all interest, commission, fees, charges, costs and expenses which I may charge to you in the course of our business or incur in respect of you or your affairs. The interest will be calculated and compounded in accordance with my usual practice, before and also after any demand or judgment.

3. The charges you create

- 3.1 By executing this debenture you charge to us with full title guarantee with the payment or discharge of all Secured Sums:
 - 3.1.1 by way of legal mortgage, all Land in England and Wales now vested in you and not registered at H.M. Land Registry;
 - 3.1.2 by way of fixed charge:
 - a) all Land in England and Wales now vested in you and registered at H.M. Land Registry;
 - b) all other Land which is now, or in the future becomes, your property;
 - c) all plant and machinery now or in the future attached to any Land;

- d) all rental and other income and all debts and claims which are due or owing to you now or in the future under or in connection with any lease, agreement or licence relating to Land;
- e) all your Securities;
- f) all insurance and assurance contracts and policies now or in the future held by or otherwise benefiting you:
 - which relate to Assets themselves subject to a fixed charge in my favour; or
 - which are now or in the future deposited by you with me;

together with all your rights and interests in these contracts and policies (including the benefit of all claims arising and all money payable under them;

- g) all your goodwill and uncalled share capital for the time being;
- h) all your Intellectual Property, present and future, including any Intellectual Property to which you are not absolutely entitled or to which you are entitled together with others;

the benefit of all agreements and licences now or in the future entered into or enjoyed by you now or in the future in any part of the world;

all trade secrets, confidential information and know how owned or enjoyed by you now or in the future in any part of the world;

- i) all trade debts now or in the future owing to you;

all other debts now or in the future owing to you save for those arising on fluctuating accounts with associates as defined in the Companies Act 2006;

- j) the benefit of all instruments, guarantees, charges, pledges and other rights now or in the future available to you as security in respect of any Asset itself subject to a fixed charge in my favour;

3.1.3 by way of floating charge, subject to the charge of any prior mortgagee:

- a) all your Assets which are not effectively charged by the fixed charges detailed above; and
- b) without exception all your Assets insofar as they are situated for the time being in Scotland;

But in each case so that you shall not without our prior written consent:

- create any mortgage or any fixed or floating charge or other security over any of the Floating Charge Assets (whether having priority over, or ranking *pari passu* with or subject to, this floating charge);
- take any other step referred to in clause 5.1 with respect to any of the Floating Charge Assets;
- sell, transfer, part with or dispose of any of the Floating Charge Assets except by way of sale in the ordinary course of business.

3.2 We may at any time crystallise the floating charge created in clause 3.1.3 into a fixed charge, or subsequently reconvert it into a floating charge, by notice in writing given at any time by us to you in relation to any or all Floating Charge Assets, as we specify in the notice.

3.3 You must:

3.3.1 deposit with us for our retention all title deeds and documents relating to all Assets charged by way of fixed charge under clause 3.1 including insurance and assurance policies;

3.3.2 execute and deliver to us any documents and transfers We require at any time to constitute or perfect an equitable or legal charge or a pledge (at our option) over any Securities, including uncertificated Securities within any clearing, transfer, settlement and/or depositary system, and give any instructions and take any actions I may require to achieve this.

3.4 Unless and until this debenture becomes enforceable or we direct otherwise;

3.4.1 you may continue to exercise all voting and other rights attaching to Securities as long as you remain their registered owner;

3.4.2 if Securities are registered in my nominee's name, all voting and other rights attached to them will be exercised by the nominee in accordance with the instructions you issue from time to time. In the absence of instructions, the nominee will refrain from exercising any of these rights.

3.5 Any mortgage, fixed charge or other fixed security you create in our favour will have priority over the floating charge created by clause 3.1.3 unless we state otherwise on or after it creation.

3.6 Any debentures, mortgages or charges (fixed or floating) which you create in the future (except those in our favour) shall be expressed to be subject to this debenture and shall rank in order of priority behind the charges created by this debenture.

4. Negative pledge and other restrictions

You must not, except with our prior consent:

- 4.1 create or attempt to create any fixed or floating security of any kind or any trust over any of the Assets, or permit any lien (other than a lien arising by operation of law in the ordinary course of your business) to arise or subsist over any of the Assets.
- 4.2 Sell, assign, lease, licence or sub-licence, or grant any interest in, your Intellectual Property Rights, or purport to do so, or part with possession or ownership of them, or allow any third party access to them or the right to use any copy of them.

5. Further assurance

You must on our demand in writing execute and deliver to us at your cost any document that we may require further to secure the payment of the Secured Sums, or to create, enhance or perfect any fixed security over any of the Assets, or to give full effect to this debenture, or to vest title to any of the assets in me or my nominee or any purchaser.

6. Continuing security

This debenture will remain a continuing security in our favour, regardless of any settlement of account or any other matter whatever, and shall be without prejudice and in addition to every other right, remedy or security which we may have now or in the future in respect of any of the Assets for the payment of any Secured Sums.

7. Insurance

- 7.1 You must insure all insurable Assets with an insurance office or underwriter acceptable to us against loss or damage by fire and such other risks as we specify from time to time. The insurance cover must be for the full replacement value and be index-linked. You must also maintain all other insurances normally maintained by prudent companies with similar activities to yours or as I may require.
- 7.2 You must punctually make all premium and other payments necessary to effect or maintain these insurances and produce receipts for these payments on our request. If, at any time, you fail to have the required insurance cover in place or to produce any receipt on request or to deposit any policy with us under clause 3.3 or on request, we may take out or renew any insurance in any sum and on any terms I think appropriate.

8. Property obligations

- 8.1 You must at all times keep all buildings, plant, machinery, fixtures, fittings and other effects charged under this debenture in good repair and in good working order and condition.
- 8.2 You must notify us promptly of any indication given to you that any of the Assets is or may be listed in a register of contaminated land or contaminative use, or similar register. You must also notify me of any environmental or other condition which could have a material adverse effect on the value of the Assets or your business.
- 8.3 You will fully indemnify us, and our employees and agents, at all times against every claim, liability, loss or expense incurred directly or indirectly as a result of your failure to comply with any of your obligations, whether statutory or contractual, relating to the Assets.

9. Leases, possession, consolidation of mortgages

- 9.1 You may not, without our prior consent, exercise any power of leasing or accepting surrenders of leases, or (unless obliged to do so by law) extend, renew or vary any lease or tenancy agreement or give any licence to assign or underlet.
- 9.2 You must not part with possession (otherwise than on the determination of any lease, tenancy or licence granted to you) or any Land or share the occupation of it with any other person, or agree to do so, without prior written consent.
- 9.3 Section of the Law of Property Act 1925, dealing with the consolidation of mortgages, will not apply to this debenture.

10. Powers of sale, leasing and accepting surrenders

- 10.1 Section 103 of the Law of Property Act 1925 will not apply to this debenture, but the statutory power of sale (as between ourselves and a purchaser from ourselves) will arise on and be exercisable at any time after the debenture has become enforceable. This provision will not affect any purchaser or require him to ask whether it has become enforceable.
- 10.2 Our statutory powers of sale, leasing and accepting surrenders are extended to allow us (whether in your name or ours) to grant a lease or leases of any Land vested in you or in which you have an interest with such rights relating to other Land and containing any covenants on your part and any terms and conditions that we think fit.
- 10.3 Our statutory power of sale is extended to allow us to sever any fixtures from Land and sell them separately.

- 10.4 All powers of a Receiver under this debenture may be exercised by us to the full extent permitted by law after it has become enforceable, whether as your attorney or otherwise, and whether or not a Receiver or Administrator has been appointed.

11. Appointment of a Receiver or an administrator

- 11.1 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to this debenture. At any time after I have demanded payment of any of the Secured Sums, or any Step or proceeding has been taken for the appointment of an administrator, liquidator or provisional liquidator, or with a view to seeking a moratorium or a voluntary arrangement, in respect of you, or if requested by you, we may appoint by writing, insofar as permitted by law, any person or persons to be a receiver and manager of all or any of the Assets or an administrator or administrators; and this Debenture shall in any of such events become immediately enforceable.
- 11.2 Where we appoint more than one person as Receiver or administrator, they shall have power to act separately unless we specify to the contrary in the appointment.
- 11.3 We may from time to time determine the remuneration of the Receiver.
- 11.4 Once a Receiver is appointed, we will not be precluded from making any subsequent appointment of a Receiver over any Assets, whether or not any Receiver previously appointed continues to act.
- 11.5 The Receiver will be your agent and you will be solely liable for his acts, defaults and remuneration unless you go into liquidation, after which he shall act as principal and not become our agent.
- 11.6 The Receiver will be entitled to exercise all the powers set out in Schedules 1 and 2 to the Insolvency Act 1986. In addition, but without limiting these powers (and without prejudice to my own powers), the Receiver will have power with or without the concurrence of others:
- a) to sell, let, lease or grant licences of, or vary the terms or terminate or accept surrenders of leases, tenancies or licences of, all or any of the Assets, or grant options over them, on any terms the Receiver thinks fit in his absolute discretion; and any sale or disposition may be for cash, payable in a lump sum or by instalments, or other valuable consideration;
 - b) to sever any fixtures from Land and/or sell them separately;
 - c) to promote a company to purchase all or any Assets or any interest in them;

- d) to make and effect all repairs, renewals and improvements to the Assets and effect, renew or increase insurances on the terms and against the risks that he think fit;
- e) to exercise all voting and other rights attaching to Securities and investments generally;
- f) to redeem any prior encumbrance and settle and pass the accounts of the encumbrancer so that all accounts so settled and passed will (except for any manifest error) be conclusive and binding on you and the money so paid will be deemed to be an expense properly incurred by the Receiver;
- g) to pay our proper charges for time spent by our employees and agents in dealing with matters raised by the Receiver or relating to the relationship;
- h) to do all other acts and things which he may consider incidental or conducive to any of the above matters or powers or to the preservation, improvement or realisation of of the Assets.

11.7 Neither we nor the Receiver will be liable to account as mortgagee in possession or otherwise for any money not actually received by us or him.

11.8 Subject to section 45 of the Insolvency Act 1986, we may at any time remove a Receiver from all or any of the Assets of which he is the Receiver.

12. Power of attorney

You, by way of security, irrevocably appoint us (whether or not a Receiver or administrator has been appointed) and any Receiver separately as your attorney (with full power to appoint substitutes and to delegate) with power in your name or on your behalf and in your act and deed or otherwise:

- to execute and deliver and otherwise perfect any agreement, assurance, deed, instrument or document; and
- to perform any act;

13. Costs, charges and liabilities

13.1 You will be responsible for all costs, charges and liabilities (including all professional fees and disbursements and Value Added Tax and/or any similar tax) and all other sums paid or incurred by us and/or any Receiver under or in connection with this debenture or your affairs. We may recover them from you (on a full indemnity basis) as a debt payable on demand and debit them without notice to any of your accounts. They will attract interest and be charged on the Assets.

13.2 The costs which may be recovered from you by us and/or any Receiver under this debenture include with limitation:

- a) all costs incurred by us in preparing and administering this debenture or perfecting the security created by it;
- b) all costs (whether or not allowable on a taxation by the Court) of all proceedings to enforce this debenture or to recover or attempt to recover the Secured Sums;
- c) all money spent and all costs arising out of the exercise of any power, right or discretion conferred by this debenture;
- d) all costs and losses arising from any default by you in the payment when due of any of the Secured Sums or the performance of your obligations under this debenture; and
- e) all our charges based on time spent by my employees and agents in connection with your affairs.

14. Transfer and disclosure

We may at any time transfer all or any part of our rights under this debenture and the Secured Sums to any person or otherwise grant an interest in them to any person.

15. Forbearance

No delay or omission on our part in exercising any right, power or privilege under this debenture will impair it or be construed as a waiver of it. A single or partial exercise of any right, power or privilege will not in any circumstances preclude any other or further exercise of it or the exercise of any other right, power or privilege.

16. Service of demands and notices

16.1 A demand or notice under this debenture may be given by any of my managers or officers in writing addressed to you and served at any of the following:

- your registered office;
- any of your existing places of business;
- your last known place of business.

Alternatively, a demand or notice may be delivered by facsimile transmission to the facsimile number last known to us or by e-mail to the e-mail address last known to us or by any other form of electronic communication which may be available.

16.2 A notice or demand shall be deemed to have been served on you:

- at noon on the day after the day of posting, if sent by post, even if it is misdelivered or returned undelivered;
- at the time of transmission, if given or made by facsimile, e-mail or other electronic communication.

This debenture is executed by you as a deed and signed by us and it will take effect on the date shown on the front page.



Antony Philip Thomson: Director

For and on behalf of Thomson Produce Limited

Executed as a deed by **All Seasons by Nature Limited**



Darran Reddin: Director

For and on behalf of All Seasons by Nature Ltd



Antony Philip Thomson: Director

For and on behalf of All Seasons by Nature Ltd