

MR01
Particulars of a charge



Companies House

A fee is payable with this form.
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online.
Please go to www.companieshouse.gov.uk

☒ What this form is for
You may use this form to register
a charge created or evidenced by
an instrument

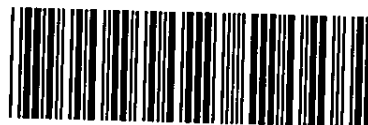
☒ What this form is NOT for
You may not use this form to
register a charge where there is no
instrument. Use form MR01

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

This form must be delivered to the Registrar for registration
21 days beginning with the day after the date of creation of the charge.
If delivered outside of the 21 days it will be rejected unless it is accompanied by a
court order extending the time for delivery



You must enclose a certified copy of the instrument with this form
scanned and placed on the public record



A2ADCGRF

A26

12/06/2013

#228

COMPANIES HOUSE

For official use

1 Company details

Company number 01994437
Company name in full LIVING LANDSCAPES LIMITED

Filing in this form
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 01/06/2013

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name MORGAN LLOYD TRUSTEES LIMITED AS TRUSTEE OF
LIVING LANDSCAPES LIMITED DIRECTORS PENSION SCHEME

Name DAVID CRABTREE AS TRUSTEE OF LIVING
LANDSCAPES LIMITED DIRECTORS PENSION SCHEME

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

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Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page
Please use a continuation page if you need to enter more details

Description

FIRST FIXED CHARGE OVER REGISTERED TRADE MARKS
2582168

5

Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ **Yes**

☐ **No**

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ **Yes** Continue

☒ **No** Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ **Yes**

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☐ **Yes**

☒ **No**

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Trustee statement ¹

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

¹ This statement may be filed after the registration of the charge (use form MR06)

9

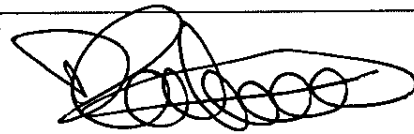
Signature

Please sign the form here

Signature

Signature

X



X

This form must be signed by a person with an interest in the charge

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Particulars of a charge

**Presenter information**

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name **SARAH SANDERCOTT**

Company name **MORGAN LLOYD ADMINISTRATION**

LIMITED

Address **THE PAVILIONS, EDEN PARK**

HAM GREEN

Post town **BRISTOL**

County/Region **AVON**

Postcode **B S 2 0 0 D D**

Country **UK**

DX

Telephone **01275 813 750**

**Certificate**

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.

**Checklist**

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register
- ☐ You have included a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy

**Important information**

Please note that all information on this form will appear on the public record.

**How to pay**

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House'.

**Where to send**

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:

For companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1

**Further information**

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1994437

Charge code: 0199 4437 0009

The Registrar of Companies for England and Wales hereby certifies that a charge dated 10th June 2013 and created by LIVING LANDSCAPES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th June 2013

Given at Companies House, Cardiff on 13th June 2013



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

DATED 10th JUNE 2013

(1) Living Landscapes Limited

**(2) Living Landscapes Limited Directors Pension
Scheme**

DEED OF CHARGE FOR SECURED LOAN

**MORGAN LLOYD TRUSTEES LTD
THE PAVILIONS, EDEN PARK
HAM GREEN
BRISTOL
BS20 0DD**

CERTIFIED AS A TRUE COPY
OF THE ORIGINAL DOCUMENT



10/06/2013

NICK RANDALL
SSAS ADMINISTRATOR

**DEED OF CHARGE FOR
SECURED LOAN**

This Deed of Charge for a Secured Loan is made the 10th day of June 2013

Between

- (1) Living Landscapes Limited (registered number 01994437 whose registered office is at Station Lane, Great Barrow, Chester, CH3 7JW (the "Borrower"),
- (2) Living Landscapes Limited Directors Pension Scheme (the "Lender") acting through its Trustees,

RECITALS

- A The Trustees of the Living Landscapes Limited Directors Pension Scheme have agreed to grant a loan of £95,000 to Living Landscapes Limited for the purpose of business funding

NOW THIS DEED WITNESSES as follows

1 DEFINITIONS

- 1.1 In this Deed, unless the context otherwise requires, the following terms shall have the following meanings

Demand For Payment	A notice in writing from the Lender to the Borrower setting out amounts to be paid to the Lender in accordance with clause 2.2
Goodwill	the goodwill of the Borrower in relation to the Intellectual Property
Trade Marks	the trade marks and applications set out in the Schedule,
Assets	the assets referred to in the Schedule (including without limitation the Intellectual Property) and all and every interest therein or in the proceeds of sale thereof which the Borrower may charge at law or in equity
Improvements	all improvements, enhancements, adaptations, alterations or modifications [pertinent or relevant] to, or of, [Intellectual Property] which are created, developed, discovered, invented, acquired or otherwise owned by the Borrower during the term of the Security,
Individual Trustees	David Crabtree of The Vicarage, Berse Dreincourt, Berse Road, Wrexham, Clwyd LL11 6SL acting as trustees of the Lender,
Intellectual Property	any and all of the Trade Marks/ Goodwill and including all and any Improvements thereto,
Know-How	any and all industrial and commercial information, knowledge, experience, formulae, data, drawings and designs, specifications, customer and supplier lists, manuals, test reports and procedures, research, report manuals, manufacturing and quality control processes

	(whether registered or not), which are secret, substantial and identified in the Schedule/documents identified by the Lender whether in human or machine readable form and whether stored electronically or otherwise,
Morgan Lloyd	Morgan Lloyd Trustees Limited (company number 04867456) whose registered office is at The Pavilions, Eden Office Park, 69-71 Macrae Road, Ham Green, Bristol, BS20 0DD ("Morgan Lloyd") acting as Trustees of the Lender,
Secured Sums	all moneys and liabilities which shall for the time being (and whether on or at any time after such demand) be due owing or incurred to the Lender by the Borrower, whether actually or contingently and whether solely or jointly with any other person, and whether as principal or surety and including interest discount commission or other lawful charges and expenses which the Lender may in the course of its business charge in respect of any of the matters aforesaid or for keeping the Borrower's account, and so that interest shall be computed and compounded according to the usual mode of the Lender as well after as before any demand made or judgment obtained hereunder,
Trustees	any and all of the Individual Trustees and Morgan Lloyd

- 1 2 The headings in this Agreement are inserted for convenience only and shall not affect the construction thereof
- 1 3 Words and expressions the definition of which are contained or referred to in the Companies Act 1985 shall be construed as having the meanings hereby attributed to them
- 1 4 References to any statute or statutory provision shall be construed as references to that statute or provision as respectively amended extended consolidated or re-enacted (whether before or after the date hereof and whether with or without modification) from time to time and shall include any orders regulations instruments or other subordinate legislation made under the relevant statute
- 1 5 Except where the context otherwise required words denoting the singular include the plural and vice versa words denoting any gender include all genders and words denoting persons include firms and corporations and vice versa
- 1 6 Reference to documents includes notices, certificates and statements
- 1 7 Clause headings are for ease of reference only and do not affect the construction of this Agreement

2 COVENANT TO PAY

- 2 1 The Borrower hereby covenants with the Lender that it will, as and when the Secured Sums or any part of them become due for payment, or on receipt of a Demand For Payment, pay or

discharge to the Lender the Secured Sums or, as the case may be, the part of them due to be paid to the Lender

2 2 A Demand For Payment (given in accordance with clause 6) or any other demand or notice under this Deed may be made or given by or on behalf of the Lender (whether or not acting by its Trustees) by letter addressed to the Borrower and sent by post to or left at the registered office of the Borrower or its last known place of business and if sent by post shall be deemed to have been made or given at noon on the day following the day the letter was posted

2 3 Upon receipt of a Demand For Payment, the Borrower must pay such sums requested by the Lender within the time limit specified in the Demand For Payment

3 CHARGE

3 1 As security ("Security") for the payment or discharge of the whole of the Secured Sums, the Borrower hereby charges the Assets to the Lender

3 2 The Security shall be a continuing security to the Lender notwithstanding any settlement of account or other matter or thing whatsoever and shall be without prejudice and in addition to any other security whether by way of mortgage equitable charge or otherwise howsoever which the Lender may now or at any time hereafter hold on any of the assets of the Borrower or any part thereof for or in respect of the Secured Sums or any of them or any part thereof respectively

4 COVENANTS

The Borrower hereby covenants with the Lender that during the continuance of the Security the Borrower will

4 1 at its own cost give all assistance to the Lender, and take all steps which the Lender may deem necessary, to maintain registrations for the Intellectual Property (if granted) and to obtain the grant of any applications for registration of the Intellectual Property (if applications) and permit any person appointed by the Lender at all reasonable times to inspect and copy any and all documents evidencing compliance with this covenant,

4 2 pay all fees, charges, taxes, impositions and outgoings of whatever nature that may be imposed upon or payable in respect of the Assets as and when they become payable and on demand must produce receipts for such payments,

4 3 ensure that the highest standard of quality and workmanship are applied to any exploitation of the Intellectual Property [including, without limitation, use of only the best quality materials] and compliance with all reasonable directions and specifications given by the Lender,

- 4 4 not act as agent of the Lender and specifically not give any indication that it is acting otherwise than as principal in exploiting the Intellectual Property nor make any representation or give any warranty on behalf of the Pension Scheme,
- 4 5 permit or procure permission for the Lender (or its agent or representative) at all reasonable times to enter any place where the Borrower [and any of its sub-licensees] exploits the Intellectual Property for the purpose of inspecting the methods of exploitation/manufacture
- 4 6 ensure that all products manufactured by or on behalf of the Borrower and which embody the Intellectual Property shall be marked with the relevant patent/ trade mark/ design number / copyright notice,
- 4 7 ensure that use by it or on its behalf of the Intellectual Property complies at all times with all applicable laws, regulations and industry requirements and standards in force within any relevant territory
- 4 8 not use the Trade Marks in combination with any other mark, name, word, device, symbol or logo, without the prior written consent of the Lender,
- 4 9 not use the Trade Marks in a manner which could, in the Lender's reasonable opinion, result in any of them becoming generic or in the Lender's rights in them becoming diluted,
- 4 10 not use, register or attempt to register any trade marks, company, business or trading names or domain names which are identical or similar to (or which incorporate) any of the Trade Marks, any aspect of them, or any other trade marks or trade names of the Lender, without the prior written consent of the Lender,
- 4 11 not do anything which could, in the Lender's reasonable opinion, bring the Intellectual Property or the Lender or the Borrower into disrepute or which could otherwise damage the Goodwill attaching to the Intellectual Property or any other trade marks or trade names of the Lender,
- 4 12 not use any of the Intellectual Property in a manner which could prejudice or invalidate a registration or application for registration of any Intellectual Property,
- 4 13 for a period of 5 years from the date of this Deed or for so long as any part of the Know-How remains secret, substantial and identified (whichever is the shorter), keep the Know-How confidential and not use the Know-How for any purpose except as expressly permitted by the Lender This clause shall not apply to information which shall after the date of this Deed become published or otherwise generally available to the public except in breach of any obligation of confidence This clause shall not apply to Know-How which is required to be licensed by the Borrower to its customers in so far as such disclosure is in accordance with standard industry practices,

- 4 14 keep the Assets free from liens distress execution or other legal process,
- 4 15 if either party shall at any time devise, discover or acquire rights in (or file an application for) an Improvement, such Improvement shall be deemed to be part of the Intellectual Property and that party shall immediately notify the other (giving all relevant details of the Improvement) and both parties shall do all such things and sign all such documents as may be necessary to ensure that such Improvement is covered, as part of the Intellectual Property, by this Deed,
- 4 16 take whatever steps the Lender may reasonably require in connection with the perfecting or enforcing of the security created by or under this Deed,
- 4 17 promptly on demand supply the Lender with any information in connection with the Assets which the Lender may reasonably require,
- 4 18 ensure that its officers, employees and representatives comply with the covenants set out in this clause 4 as if they were parties to this Deed,

5 INDEMNITY AND INFRINGEMENT

- 5 1 The Borrower shall indemnify the Lender against each loss, liability and cost (including reasonable legal expenses) which the Lender may suffer or incur as a result of or in connection with any claim against the Lender which results from a breach by the Borrower of its obligations under this Deed or which arise in any way out of the possession or use of the Assets by the Borrower,
- 5 2 The Borrower shall immediately notify the Lender in writing of any of the following matters which comes to its attention (giving full particulars)
- 5 2 1 any actual, suspected or threatened infringement, misappropriation or misuse of the Intellectual Property,
- 5 2 2 any allegation or complaint made by any third party that any of the Intellectual Property is invalid, or that use of any of the Intellectual Property infringes any third party rights,
- 5 2 3 any other form of attack or claim to which any of the Intellectual Property may be subject, or
- 5 2 4 an application is made for a compulsory licence under any intellectual Property

- 5 3 The Borrower shall not make any admissions in respect of any of the matters set out in clause 5 2 other than to the Lender and shall, in each case, provide the Lender with all relevant information in its possession
- 5 4 The Lender shall decide in its absolute discretion whether or not to take action, and what action to take, in respect of any of the matters in clause 5 2 and shall have exclusive control over any resulting claims, actions and proceedings
- 5 5 The Borrower shall, at its own cost, provide all assistance and take all such action which the Lender requires (including bringing proceedings or lending its name to any proceedings brought by the Lender) in connection with any of the matters in clause 5 2 Any award of costs or damages or other compensation payment recovered in connection with any of those matters shall be for the account of the Lender
- 5 6 The Lender gives no warranty that use of the Intellectual Property will not result in the infringement of valid intellectual property rights of third parties

6 DEMAND FOR REPAYMENT

- 6 1 At any time after the Lender shall have made a Demand For Payment in respect of the whole or any part of the Secured Sums in accordance with clause 2 2, the Lender may
- 6 1 1 sell or otherwise dispose of all or any part of the Assets in such manner and generally on such terms and conditions as the Lender shall think fit,
- 6 1 2 make any arrangement or compromise in respect of the Assets as the Lender shall think fit
- 6 2 do all such other acts and things as may be considered to be incidental or conducive to any of the matters or powers aforesaid and which the Lender may lawfully do
- 6 3 At any time after the Lender shall have made a Demand For Payment in respect of the whole or any part of the Secured Sums, the Borrower shall do all such things and sign all such documents as the Lender may deem necessary in order to give effect to any of the matters set out in clause 6 1
- 6 4 The Lender shall not serve on the Borrower a Demand For Payment in respect of the whole or any part of the Secured Sums until and unless,
- 6 4 1 The Borrower is in default of any obligation to pay to the Lender the Sums Secured (together with any interest thereon) whether in whole or by instalments and such default continues for at least three months, or

6 4 2 the Borrower is in breach of any of the terms of this Deed, other than and besides its covenant for payment of the Sums Secured together with interest thereon

7 MISCELLANEOUS

7 1 The Borrower hereby irrevocably appoints the Lender as the attorney of the Borrower for the Borrower and in its name and on its behalf and as its act and deed or otherwise to seal and deliver and otherwise perfect any deed assurance agreement instrument or act which may be required or may be deemed proper for any of the purposes set out in this Deed

7 2 Any moneys received by the Lender from the Borrower in connection with this Deed shall, subject to the payment of any claims having priority to this Deed, be paid or applied in the following order priority

7 2 1 in satisfaction of all costs and expenses properly incurred and payments made by the Lender

7 2 2 in or towards satisfaction of the moneys outstanding and secured by this Deed,

7 2 3 as to the surplus (if any) to the person or persons entitled thereto

7 3 Section 93 of the Law of Property Act 1925 dealing with the consolidation of mortgages shall not apply to the Security

7 4 The power of sale conferred on mortgages by Section 103 of the Law of Property Act 1925 shall apply to the Security but without the restrictions contained in the said Act as to the giving of notice or otherwise so that the power of sale by the Lender shall be exercisable at any time after the execution of this security provided that the Lender shall not exercise the said power of sale until payment of the moneys hereby secured has been demanded but this proviso shall not affect any person dealing with the Lender or put him upon enquiry whether such demand has been made

7 5 All costs charges and expenses incurred hereunder by the Lender and all other moneys paid by the Lender in perfecting or otherwise in connection with the Security or in respect of the Assets including (without prejudice to the generality of the foregoing) costs of the Lender of all proceedings for the enforcement of the Security or for obtaining payment of the moneys hereby secured or arising out of or in connection with the acts authorised by clause 5 (and so that any taxation of the Lender's costs charges and/or expenses shall be on a full indemnity basis) shall be deemed to be part of the Secured Sums and shall be recoverable from the Borrower as a debt and may be debited to any account of the Borrower and shall bear interest accordingly and shall be charged on the Assets comprised herein and the Security shall be in addition and without prejudice to any and every other remedy lien or security which the Lender may have (or but for the Security would have) for the Secured Sums

7 6 During the continuance of this Security no power or hiring granting or agreeing to grant leases of the Assets or any part thereof shall be capable of being exercised by the Borrower without the previous consent in writing of the Lender

7 7 Each of the Trustees has executed this Deed as a Trustee of the Lender

8 **THIRD PARTY RIGHTS**

8 1 A person who is not a party to this Deed shall not have any rights under or in connection with it

9. **VARIATION**

9 1 No variation of this Deed shall be effective unless it is in writing and signed by the parties (or their authorised representatives)

10 **WAIVER**

10 1 No failure or delay by a party to exercise any right or remedy provided under this Deed or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy

11 **WHOLE AGREEMENT CLAUSE**

11 1 This Deed constitutes the whole agreement between the parties, and supersedes all previous agreements between the parties, relating to its subject matter

11 2 Each party acknowledges that, in entering into this Deed, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this Deed

11 3 Nothing in this clause shall limit or exclude any liability for fraud


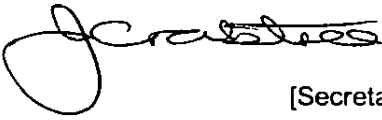
12 **GOVERNING LAW AND JURISDICTION**

12 1 This Deed and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the law of England and Wales


12 2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Deed or its subject matter

In Witness whereof the parties have executed this Deed as a deed the day and year first above written


Signed as a deed by **Living Landscapes Limited**
acting by a director and its secretary
or two directors

Signature		Director
Signature		[Secretary][Director]

Signed as a deed by **Trustees of the Living Landscapes Limited Directors Pension Scheme**
Acting through its Member Trustees and Independent Trustees
Member Trustees


Signature		Trustee
-----------	---	---------

Witness By



Signature	
Name	<u>S. KENDRAN</u>
Address	<u>6 BUTTERBUR CROSS</u>
	<u>HUNTINGTON</u>
	<u>CHESTER</u>
	<u>CH3 6BS</u>

MORGAN LLOYD TRUSTEES LTD
THE PAVILIONS, EDEN PARK
HAM GREEN
BRISTOL
BS20 0DD

CERTIFIED AS A TRUE COPY
OF THE ORIGINAL DOCUMENT


10/06/2013
NICK RANDALL
SSAS ADMINISTRATOR

Morgan Lloyd Trustees Limited
acting by a director and its secretary
or two directors

Signature		
		Director
Signature		
		[Secretary][Director]

13/547

The address of the Lender for service is
Trustees of the Living Landscapes Limited Directors Pension Scheme
Morgan Lloyd Trustees Ltd
The Pavilions
Eden Park
Ham Green
Bristol BS20 0DD

Schedule
(The Assets)

REGISTERED TRADE MARK NUMBER 2582168