



CHFP041

COMPANIES FORM No. 395

023335/91

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.**Please do not
write in
this marginPlease complete
legibly, preferably
in black type or
bold block
lettering* Insert full name
of company

Pursuant to section 395 of the Companies Act 1985

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

For official use Company number

9

01972554

Name of company

WYVALE GARDEN CENTRES LIMITED, a company incorporated in England and Wales,
whose registered office is at Kings Acre Road, Hereford HR4 0SE (the
"Subsidiary")

Date of creation of the charge

23 June 2006

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

Deed of Accession to a Debenture (the "Charge")

Amount secured by the mortgage or charge

The Secured Liabilities.

See Paper Apart 1 for definitions.

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

THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND incorporated under Act of Scots
Parliament and having its head office at The Mound, Edinburgh, as security agent
for the Finance Parties (as defined in the
Debenture (the "Security Agent").

Postcode EH1 1YZ

Presentor's name, address and
reference (if any):Dundas & Wilson CS LLP
Saltire Court
20 Castle Terrace
Edinburgh EH1 2EN

Time critical reference

LAT/CE/CLP/BOS001.2873

For official use (06/2005)

Mortgage Section

Post room

A14
COMPANIES HOUSE690
07/07/2006

Short particulars of all the property mortgaged or charged

See Paper Apart 2.

Please do not
write in
this margin

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

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed Dina L M GUP

Date 6 July 2006

On behalf of [company] [mortgagee/chargee]

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 are to be made payable to **Companies House**.
6. The address of the Registrar of Companies is:- Companies House, Crown Way, Cardiff CF4 3UZ.

This is Paper Apart 1 referred to in the foregoing Form 395 relative to a Deed of Accession entered into between *inter alios* Wyevale Garden Centres Limited and The Governor and Company of the Bank of Scotland, as Security Agent for the Finance Parties dated 23 June 2006.

In this Form 395 the following terms shall have the following meanings:

Chargors means the companies listed in Schedule 1 to the Debenture (together with the Parent and each Chargor which becomes a party to the Debenture by acceding by Deed of Accession (each a **Chargor**);

Court means The High Court of Justice in England and Wales (Companies Court);

Debenture means the debenture dated 20 April 2006 (as supplemented and amended by Deeds of Accession or otherwise from time to time entered into by the Parent in favour of the Security Agent);

Deed of Accession means a deed of accession substantially in the form set out in Schedule 2 to the Debenture;

Enforcement Event has the meaning given to it in the Senior Facility;

Finance Documents means the Senior Finance Documents and the Junior Finance Documents;

Finance Parties means the Senior Finance Parties and the Junior Lender and **Finance Party** means any one of them;

Gross Rental Income means all rents, licence fees, insurance premia, service charges, VAT and other monies received or receivable from time to time in respect of or arising out of any and all leases (or agreements for lease) or tenancies relating to any Property or any part of a Property, including (without duplication or limiting the generality of the foregoing) each of the following amounts so payable:-

- (a) rent, licence fees (and any amount equivalent thereto) payable whether it is variable or not and however or whenever it is described, reserved or made payable;
- (b) any increase of rent payable by virtue of an offer falling within the proviso of Section 3 (1) of the Landlord and Tenant Act 1927;
- (c) any rent payable by virtue of a determination made by the Court under Section 24 (A) of the Landlord and Tenant Act 1954;
- (d) sums appropriated from any deposit held as security for performance of any tenant's obligations (excluding any sum which is payable to that tenant);
- (e) any other moneys payable in respect of occupation and/or usage of a Property and every fixture and fitting therein and any and every fixture thereon for display or advertisement, on licence or otherwise;
- (f) any profits awarded or agreed to be payable as a result of any proceeding taken or claim made for the same;
- (g) any damages, compensation, settlement or expenses for or representing loss of rent or interest thereon awarded or agreed to be payable as a result of any proceedings taken or claim made for the same net of any costs, fees and expenses paid (and which have not been reimbursed to, and which are not recoverable by, the Obligors

from any party) in furtherance of such proceedings so taken or claim so made (other than any damages, compensation or settlement received in respect of a breach of non monetary covenants in any Occupational Lease to the extent only that such sums are utilised forthwith in remedying the breach in respect of which the damages have been paid);

- (h) any moneys payable under any policy of insurance in respect of loss of rent or interest thereon;
- (i) any sum payable or the value of any consideration given or to be given by or on behalf of a tenant for the surrender or variation of any Occupational Lease or occupancy agreement;
- (j) sums received from any guarantor of any occupational tenant under any Occupational Lease;
- (k) service charge; and
- (l) subject to the exclusion in paragraph (d) above, any interest payable on any sum referred to above and any damages, compensation or settlement payable in respect of the same;

Guarantor has the meaning given to it in the Senior Facility;

Hedging Documents has the meaning given to it in the Intercreditor Deed;

Hedging Liabilities has the meaning given to it in the Intercreditor Deed;

Insolvency Act means the Insolvency Act 1986;

Intercreditor Deed means the intercreditor deed dated on or around 20 April 2006 between the Senior Lenders (as defined therein), The Governor and Company of the Bank of Scotland as Agent, Hedging Guarantor, Security Agent and Senior Lender and West Coast Capital (Hortis) Limited as Borrower;

Junior Finance Documents means the Term Facility and the Working Capital Facility;

Junior Lender means The Governor and Company of the Bank of Scotland in its capacity as the lender pursuant to (i) the Term Facility and (ii) the Working Capital Facility;

Obligor means the Parent or a Guarantor;

Parent means West Coast Capital (Hortis) Limited, a company registered in Scotland (Company Number: SC292695) whose Registered Office is at Marathon House, Olympic Business Park, Drybridge Road, Dundonald KA2 9AE;

Occupational Leases means each of the occupational leases or licences listed in Part II of Schedule 3 to the Debenture and any other occupational lease, licence, tenancy agreement or other right of occupation relative to the Properties subsisting during the Security Period;

Properties means each of the properties listed in the Schedule to the Charge (as set out in paper apart 3) and **Property** shall be construed accordingly;

Secured Assets means the property rights, assets and income of each Chargor charged to the Security Agent (whether by way of fixed or floating charge) by the Debenture and each and every part thereof and shall, where the context admits or requires, include either the whole or any part thereof;

Secured Liabilities means all present and future obligations and liabilities of a Chargor to the Finance Parties (or any of them), under the Finance Documents whether actual, ~~contingent, sole, joint and/or several~~ or otherwise, including, without prejudice to the foregoing generality, all obligations to indemnify the Finance Parties (or any of them);

Security means any mortgage, charge, pledge, lien, hypothecation, assignment or deposit by way of security or any other agreement or arrangement having the effect of providing or giving security or preferential ranking to a creditor (including set off, title retention arrangements which do not arise in the ordinary course of trade, defeasance or reciprocal fee arrangements);

Security Period means the period beginning on 20 April 2006 and ending on the date upon which all the Secured Liabilities have been irrevocably paid and discharged or, if earlier, the security created by the Debenture has been finally released and discharged;

Senior Facility means the facility agreement dated 20 April 2006 between, *inter alios*, the Parent as the Borrower and The Governor and Company of the Bank of Scotland as the Arranger, the Agent, the Original Lender, the Hedging Bank, the Hedging Guarantor and the Security Agent in respect of a bridging loan facility of up to £359,300,000;

Senior Finance Documents means (if any Senior Facility Debt is outstanding) the Finance Documents as defined in the Senior Facility and (if any Hedging Liabilities are outstanding) the Hedging Documents;

Senior Finance Parties means the Finance Parties as defined in the Senior Facility;

Term Facility means the term loan facility letter between The Governor and Company of the Bank of Scotland and the Parent dated on or around 20 April 2006, in respect of a term loan facility of up to £20,000,000;

VAT means value added tax as provided for in the Value Added Tax Act 1994 and any other tax of a similar nature;

Working Capital Facility means the working capital facility letter between The Governor and Company of the Bank of Scotland and the Parent dated on or around 20 April 2006, in respect of working capital facilities of up to £40,000,000;

This is Paper Apart 2 referred to in the foregoing Form 395 relative to a Deed of Accession entered into between *inter alios* Wyevale Garden Centres Limited and The Governor and Company of the Bank of Scotland, as Security Agent for the Finance Parties dated 23 June 2006.

1. CHARGE

1.1 Fixed Charge (Land)

The Subsidiary with full title guarantee and as a continuing security for payment and discharge of the Secured Liabilities charges in favour of the Security Agent by way of legal mortgage the Properties (as detailed in the Schedule to the Charge) (as set out in paper apart 3) and all estates or interests in any freehold, leasehold or other immovable property now or hereafter belonging to it wherever situated and all buildings, erections and structures (whether in the course of construction or otherwise) and fixtures and fittings and fixed plant and machinery now or hereafter thereon and all improvements and additions thereto and with the benefit of all leases, underleases, tenancies, agreements for lease, rights, covenants, undertakings, warranties, guarantees, indemnities and conditions from time to time affecting the same (subject to the provisions of the Charge).

1.2 Fixed Charge (Other Assets)

The Subsidiary with full title guarantee and as a continuing security for payment and discharge of the Secured Liabilities charges in favour of the Security Agent by way of first fixed charge:-

- 1.2.1 all the goodwill and uncalled capital both present and future of the Subsidiary (including future calls whether made by the directors of the Subsidiary or by a receiver, administrative receiver, administrator or liquidator);
- 1.2.2 so far as chargeable, all plant, machinery, vehicles, computers and office and other equipment of the Subsidiary and all related spare parts, equipment, tools and fuel (excluding stock in trade) and all patents, trade marks, trade and business names, service marks, registered designs, design rights, database rights and copyrights (including any applications to any register) both present and future of the Subsidiary together with all trade secrets and know-how, confidential or proprietary knowledge and information and all other intellectual property rights now or hereafter owned by the Subsidiary in any country, together, in each and every case, with the benefit of any licences or other agreements relating to the use or exploitation of rights of any such nature owned by the Subsidiary;
- 1.2.3 all book and other debts now or at any time during the continuance of the security created by the Charge due or owing to the Subsidiary and all balances now or hereafter standing to the credit of any account of the Subsidiary with any branch or office of the Security Agent or any other financial institution;
- 1.2.4 so far as chargeable, all the benefit of and rights under or in respect of all contracts, agreements, deeds, undertakings, guarantees, warranties, indemnities, other documents, concessions and franchises now or hereafter entered into by or granted to or vested in or novated or assigned to the Subsidiary (including any contract for sale of or other dealing with any of the assets charged by the Charge);

- 1.2.5 all rights, titles and interest of the Subsidiary to and in the proceeds of all present or future Insurances (including any rights of subrogation arising therefrom);
- 1.2.6 all rights to which the Subsidiary or its liquidator or administrator is now or may hereafter become entitled in respect of the proceeds of any order of a competent court made pursuant to sections 214, 238(3) 239(3) or 423(2) of the Insolvency Act;
- 1.2.7 all the Subsidiary's present and future rights to recover any value added tax or any supplies made to it and any sum so recovered;
- 1.2.8 all the proceeds or any payment of any claim, award, judgement, sum or damages payable to the Subsidiary and all the Subsidiary's rights and remedies now or hereinafter in existence arising in respect thereof;
- 1.2.9 all rental income, licence fees and any other such income and all the proceeds of sale or other disposal of any property now or hereafter owned by the Subsidiary and all right, title and interest to and in the same and all the benefit thereof and the right to make demand for and receive the same;
- 1.2.10 its present and future interest in all stocks, shares, debentures, bonds, warrants, coupons and other securities and investments and all rights relative thereto; and
- 1.2.11 the benefit of all present and future licences (statutory or otherwise) held or to be held in connection with its business or the use of any of the Secured Assets the subject of the security pursuant to sub-clause (a) above and the right to recover and receive all compensation which may at any time become payable to it in respect thereof.

1.3 Assignment

The Subsidiary with full title guarantee and as a continuing security for payment and discharge of the Secured Liabilities, assigns, in favour of the Security Agent all its rights title and interest in and to the Gross Rental Income.

1.4 Floating Charge

The Subsidiary with full title guarantee and as a continuing security for payment and discharge of the Secured Liabilities charges in favour of the Security Agent by way of a first floating charge all the undertaking and assets of the Subsidiary whatsoever and wheresoever both present and future including, but not limited to, its uncalled capital for the time being, and all its heritable and moveable property and other property, assets and rights in Scotland or governed by the laws of Scotland, together with, (if and insofar as the charges thereon created in the Charge may for any reason be ineffective as fixed charges or if and insofar as such fixed charges shall for any reason be released) all of the property, assets and rights described in Clauses 3.1, 3.2 and 3.3 of the Charge (as set out in paragraphs 1.1, 1.2 and 1.3 above).

- 2. Without prejudice to any other provision of the Charge, the Subsidiary shall not without the prior written consent of the Security Agent create or allow to come into being any Security upon any part of the property (including real and leasehold property wherever situated), assets, undertaking or uncalled capital of the Subsidiary or any of its subsidiaries, save as permitted under the Finance Documents.

3. The Security Agent may at any time after the occurrence of an Enforcement Event by notice in writing to the Subsidiary convert the floating charge created by the Charge into a fixed charge with reference to any assets specified in such notice and the Subsidiary will, if then legally entitled to do so, immediately at its own cost execute over such assets a fixed charge in favour of the Security Agent in such form as the Security Agent shall reasonably require but so that the floating charge created by the Charge shall automatically without notice convert into a fixed charge in respect of any asset (i) which shall without the prior written consent of the Security Agent become subject to a fixed charge in favour of any person other than the Security Agent instantly upon such fixed charge coming into effect or (ii) in respect of which any person shall levy, or attempt to levy, any distress, execution, sequestration or other process instantly upon such event occurring and shall automatically without notice convert into a fixed charge in respect of all the Secured Assets instantly upon any such event occurring if and when any petition for the making of an administration order in relation to the Subsidiary shall be presented provided that Clause 5 of the Charge (as set out in this paragraph) will not apply to any Secured Assets situated in Scotland.

This is Paper Apart 3 referred to in the foregoing Form 395 relative to a Deed of Accession entered into between *inter alios* Wyevale Garden Centres Limited and The Governor and Company of the Bank of Scotland, as Security Agent for the Finance Parties dated 23 June 2006.

SCHEDULE

The Properties

Title Number	Registered Proprietor	Freehold/ Leasehold	Property Description
LT101511; LT234032; LT304484; LT349041 and LT94078	Wyevale Garden Centres Limited	Freehold	Woodlands, Ashby Road, Stapleton, Leicestershire
NN133279	Wyevale Garden Centres Limited	Freehold	Wyevale Garden Centre, Newport Pagnell Road, Northampton
BM101941	Wyevale Garden Centres Limited	Freehold	Land on the North East side of Wendover Road, Worlds End, Weston Turville
BK322123 and BK136896	Wyevale Garden Centres Limited	Freehold	Wyevale Garden Centre, Bath Road, Hare Hatch
BK220427, BK349201 and BK225354	Wyevale Garden Centres Limited	Freehold/ Leasehold	Land at Bath Road, Thatcham, Berkshire
EX487954	Wyevale Garden Centres Limited	Freehold	Wyevale Garden Centre, Cressing Road, Braintree, Essex
WT117596 and WT64631	Wyevale Garden Centres Limited	Freehold	Swindon Garden Centre, Hyde Road, Stratton St Margaret, Swindon
AGL72196	Wyevale Garden Centres Limited	Freehold	Wyevale Garden Centre, Windmill Lane, Osterley, Middlesex
SY669975	Wyevale Garden Centres Limited	Freehold	Wyevale Garden Centre, London Road Windlesham
Unregistered	Wyevale Garden Centres Limited	Freehold	Wyevale Garden Centre, Grundisburgh Road, Hasketon, Woodbridge IP13 6HX
K793419	Wyevale Garden Centres Limited	Freehold	land on the east side of Hereson Road Ramsgate
GM734670	Wyevale Garden Centres Limited	Freehold	Green Lane, Timperley, Altrincham, WA15 8QP
BM80851	Wyevale Garden Centres Limited	Freehold	Beaconsfield Garden Centre, Beaconsfield, South Nucks, Buckinghamshire
HP633933;	Wyevale Garden Centres Limited	Freehold	Andover Garden Centre, Salisbury Road, Abbots Ann, Andover

Title Number	Registered Proprietor	Freehold/ Leasehold	Property Description
BM147933	Wyevale Garden Centres Limited	Freehold	Wyevale Garden Centre, 51-53 Newport Road, Woburn Sands, Milton Keynes
DY125403	Wyevale Garden Centres Limited	Freehold	Oakdale Nurseries, Burton Road, Findern, Derbyshire
LT328063	Wyevale Garden Centres Limited	Freehold	Rowena Garden Centre, Rothley
WK314463	Wyevale Garden Centres Limited	Freehold	Wyevale Garden Centre, Hatton Bank Lane, Blackhill, Stratford upon Avon
WA393688	Wyevale Garden Centres Limited	Leasehold	Wyevale Garden Centre, Siemens Way, Swansea Enterprise Park
SF336850 and SF340408	Wyevale Garden Centres Limited	Leasehold	Part of the Birmingham Road Nurseries Site at Shenstone.
BK184990	Wyevale Garden Centres Limited	Freehold	Manor Nurseries, Forest Road, Binfield, Bracknell
WYK764935	Wyevale Garden Centres Limited	Freehold	Carr Gate Nurseries, Old Bradford Road, Carr Gate WF2 0SY
HP257542; HP173533	Wyevale Garden Centres Limited	Freehold	Wyevale Garden Centre, Bartons Road, Havant, Hampshire PO9 5NA
WSX237502 and WSX141354	Wyevale Garden Centres Limited	Freehold	Chichester Garden Centre, Bognor Road, Merston
HW65132 and part unregistered	Wyevale Garden Centres Limited	Leasehold	Wyevale Garden Centre, Kings Acre Road, Hereford HR4 0SE
SF456702	Wyevale Garden Centres Limited	Freehold	Wyevale Garden Centre, Wolseley Bridge, Staffs
GM288502	Wyevale Garden Centres Limited	Freehold	Wyevale Garden Centre, Otterspool, Dooley Lane, Marple, Stockport
ON79481; ON100405; ON108435; ON134247	Wyevale Garden Centres Limited	Freehold	Wyevale Garden Centre, Newbury Road, Chilton, Nr Didcot, Oxon OC11 1QN
EX507845	Wyevale Garden Centres Limited	Leasehold	Wyevale Garden Centre, Homelands Retail Park, Cuton Hall Lane, Chelmsford
BK184381	Wyevale Garden Centres Limited	Freehold	Hungerford Garden Centre, 4a Bath Road, Hungerford
ESX76952	Wyevale Garden Centres Limited	Freehold	Windrush House, Swanborough Garden Centre, Kingston, Lewes
SK131313	Wyevale Garden Centres Limited	Freehold	Wyevale Garden Centre, Rougham Road, Bury St

Title Number	Registered Proprietor	Freehold/ Leasehold	Property Description
			Edmunds
NYK147372	Wyevale Garden Centres Limited	Freehold	Wyevale Garden Centre, Northfield Lane, Upper Poppleton, York YO26 6QE
ESX177396	Wyevale Garden Centres Limited	Leasehold	Race Ground Garden Centre, Race Hill, Freshfield Road, Brighton
BK845	Wyevale Garden Centres Limited	Freehold	Wyevale Garden Centre, Dedworth Road, Windsor, Berkshire AL4 4LH
CH333019	Wyevale Garden Centres Limited	Freehold	Tarporley Garden Centre, Forest Road, Cotebrook, Tarporley CW6 9EE
WSX43100	Wyevale Garden Centres Limited	Freehold	Land on the north side of Littlehampton Road, Ferring
LL52727; LL212504; LL127576	Wyevale Garden Centres Limited	Freehold	Land at Legbourne Road, Louth
SY373871	Wyevale Garden Centres Limited	Freehold	Land at Egley Road, Woking, Berks
HD220726	Wyevale Garden Centres Limited	Freehold	Wyevale Garden Centre, High Street, Codicote, Hertfordshire
LA798756, LA760733	Wyevale Garden Centres Limited	Freehold	338 Southport Road, Ulmes, Walton, Leyland PR26 8LQ
Freehold: SGL515982 Leasehold: Unregistered	Wyevale Garden Centres Limited	Freehold/ Leasehold	Wyevale Garden Centre (also known as Cramphorn Garden Centre), Oakley Road, Keston Mark, Bromley, Kent BR2 6BY
Unregistered	Wyevale Garden Centres Limited	Leasehold	Wyevale Garden Centre, Nut Lane, Hayle, Cornwall, TR27 6LG
NGL613187	Wyevale Garden Centres Limited	Leasehold	Wyevale Garden Centre, Daws Lane, Mill Hill
ON145789 (Freehold); ON162079 (Leasehold)	Wyevale Garden Centres Limited	Freehold/ Leasehold	Wyevale Garden Centre, Southern by Pass, Hinksey, Oxford, OX1 5AR
LL214080	Wyevale Garden Centres Limited	Leasehold	land on the north side of Postland Road, Crowland
NGL553651	Wyevale Garden Centres Limited	Leasehold	Land on the North West Side of Headstone Lane, Harrow
Unregistered	Wyevale Garden Centres Limited	Leasehold	Wyevale Garden Centre, 299 Wimborne Road, West Staplehill, Wimborne, Dorset
SL102624	Wyevale Garden Centres Limited	Freehold	Newport Road, Albrighton, Wolverhampton, West Midlands, WV7 3EE
WM696302	Wyevale Garden Centres Limited	Freehold	Chester Road, Aldridge,

Title Number	Registered Proprietor	Freehold/ Leasehold	Property Description
WM166497 WM279162	Limited		Walsall, West Midlands, WS9 0LS
SY369348	Wyevale Garden Centres Limited	Freehold	Horsham Road, Alfold, Cranleigh, Surrey, GU6 8JE
K362870 K448357	Wyevale Garden Centres Limited	Freehold	Hamstreet, Ashford, Kent, TN26 2QP
K771629	Wyevale Garden Centres Limited	Freehold	Hythe Road, Willesborough, Ashford, Kent, TN24 0NE
HP445900	Wyevale Garden Centres Limited	Freehold	Winchester Road, North Waltham, Basingstoke, Hants, RG25 2DJ
BK298485	Wyevale Garden Centres Limited	Leasehold	11 Crown Row, Binfield
MS409145 (Leasehold unregistered)	Wyevale Garden Centres Limited	Freehold/ Leasehold	Mill Lane, Bold Heath, Widnes, Cheshire, WA8 3UU
WM839015	Wyevale Garden Centres Limited	Leasehold	Maple Road, Bournville, Birmingham, B30 2AE
GR116398 GR125471	Wyevale Garden Centres Limited	Freehold/ Leasehold	Shurdington, Brockworth, Gloucestershire, GL3 4PU
BD92275	Wyevale Garden Centres Limited	Freehold	Dunstable Road, Caddington, Luton, Beds, LU1 4AN
K680039	Wyevale Garden Centres Limited	Leasehold	Upper Harbledown, Canterbury, Kent
K783406	Wyevale Garden Centres Limited	Leasehold	Stour Business Park, Ashford Road, Chartham, Nr Canterbury, Kent, CT4 7HF
WA565111	Wyevale Garden Centres Limited	Leasehold	Myrtle Hill, Pensarn, Carmarthen, Dyfed, SA31 2NG
WA170948	Wyevale Garden Centres Limited	Freehold	Newport Road, Castleton, Cardiff, CF3 2UQ
HD368397	Wyevale Garden Centres Limited	Freehold	Tower Hill, Chipperfield, Herts, WD4 9LH
WK395575	Wyevale Garden Centres Limited	Freehold	Kings Newnham Road, Church Lawford, Rugby, Warks, CV23 9EP
EX606971	Wyevale Garden Centres Limited	Leasehold	342 London Road, Stanway, Colchester, Essex, C03 8LT
WM639684	Wyevale Garden Centres Limited	Leasehold	Brownshill Green Road, Allesley, Coventry, CV5 9PB
WSX260783	Wyevale Garden Centres Limited	Leasehold	Copthorne Road, Pound Hill, Crawley, West Sussex, RH10 3PD
SGL513547	Wyevale Garden Centres Limited	Leasehold	Waddon Way, Purley Way, Croydon, Surrey, CR0 4HY
SGL195751	Wyevale Garden Centres Limited	Freehold	Wickham Road, Shirley, Croydon, Surrey, CR9 8AG
SY557954	Wyevale Garden Centres Limited	Leasehold	Reigate Road, Dorking, Surrey, RH4 1NP

Title Number	Registered Proprietor	Freehold/ Leasehold	Property Description
SY551596	Wyevale Garden Centres Limited	Freehold	Chalcroft Nurseries, Punchbowl Lane, Reigate Road
MX386890	Wyevale Garden Centres Limited	Freehold	Cattlegate Road, Crews Hill, Enfield, Middlesex, EN2 9DX
HP571282	Wyevale Garden Centres Limited	Freehold	Winchester Road, Fair Oak, Eastleigh, Hampshire, SO50 7HD
BM177590 BM203068	Wyevale Garden Centres Limited	Freehold	Cedar Cottage, Crown Lane, Farnham Royal, Slough, Berks, SL2 3SG
K756324	Wyevale Garden Centres Limited	Leasehold	Norton Crossroads, Norton, Nr Sittingbourne, Kent, ME9 9JY
K383975	Wyevale Garden Centres Limited	Leasehold	Ingles Meadow, Jointon Road, Folkestone, Kent, ST20 2RF
ESX35861	Wyevale Garden Centres Limited	Freehold	A22 Lower Dicker, Hailsham, East Sussex, BN27 4BJ
WYK617686	Wyevale Garden Centres Limited	Freehold	Denholmgate Road, Northowram, Halifax, HX3 7SB
WSX51880 WSX95087 WSX86191	Wyevale Garden Centres Limited	Freehold	London Road, Handcross, East Sussex, RH17 6BA
NN213996	Wyevale Garden Centres Limited	Leasehold	Harlestone Road, Northampton, NN5 6UJ
ESX43315 ESX243001 ESX243450	Wyevale Garden Centres Limited	Freehold/ Leasehold	Bexhill Road, St Leonards-on-Sea, East Sussex, TN38 8AR
HD249086	Wyevale Garden Centres Limited	Freehold	Broadwater Garden Centre, Great Gaddesden, Hemel Hempstead, Herts, H2 3BW
ON40564	Wyevale Garden Centres Limited	Freehold	Reading Road, Henley on Thames, Oxon, RG9 4AE
HW132871 HE6403 and Part Unregistered	Wyevale Garden Centres Limited	Freehold	Land to the North West of Kingsmore Road, Breinton, Stretton, Sugwas
HD355714	Wyevale Garden Centres Limited	Freehold	Cambridge Road, Hitchin, Herts, SG4 0JT
Unregistered	Wyevale Garden Centres Limited	Leasehold	39 Westgate Street
AV18176 BL50404	Wyevale Garden Centres Limited	Freehold	Hicks Gate, Keynsham, Bristol, BS31 2AD
BM207011	Wyevale Garden Centres Limited	Freehold	Pump Lane South, Little Marlow, Marlow, Bucks, SL7

Title Number	Registered Proprietor			Freehold/ Leasehold	Property Description
					3RB
TGL90950	Wyevale Limited	Garden	Centres	Leasehold	Lower Morden Lane, Morden, Surrey, SM4 4SJ
Unregistered	Wyevale Limited	Garden	Centres	Leasehold	Junctions Avebury Boulevard & Secklow Gate, Milton Keynes, Cheshire, MK9 3BY
GR199118	Wyevale Limited	Garden	Centres	Leasehold	Waterside Garden Centre, Avening Road, Nailsworth, Gloucestershire, GL6 0BS
EX560849	Wyevale Limited	Garden	Centres	Leasehold	Langford Bridge, Ongar Road, Brentwood, Essex, CM15 0LB
K680227	Wyevale Limited	Garden	Centres	Leasehold	Jackswood Garden Centre, Maidstone Road, Paddock Wood, Tonbridge TN12 6QJ
HD333589	Wyevale Limited	Garden	Centres	Leasehold	Dancers Hill Road, Bentley Heath, Barnet, Herts, EN5 4PR
WSX141895	Wyevale Limited	Garden	Centres	Freehold	Stopham Road, Pulborough, West Sussex, RH20 1DS
WA367790 WA367792	Wyevale Limited	Garden	Centres	Leasehold	2 Heol Mostyn, Village Farm Industrial Estate, Pyle, Bridgend, CF33 6BJ
Unregistered	Wyevale Limited	Garden	Centres	Leasehold	Eastwood Road, Rayleigh, Essex, SS6 7QA
CL125550	Wyevale Limited	Garden	Centres	Freehold	Par Moor Road, Par, Cornwall, PL24 2SQ
HP534992	Wyevale Limited	Garden	Centres	Freehold	Wildmoor Lane, Sherfield on Loddon, Basingstoke, Hampshire, RG27 0JD
Unregistered	Wyevale Limited	Garden	Centres	Leasehold	Blue Boar Lane, Sprowston, Norwich, NR7 8RJ
WK418983	Wyevale Limited	Garden	Centres	Freehold	Land Lying to the South East of Warwick Road, Black Hill, Stratford Upon Avon
GR151541	Wyevale Limited	Garden	Centres	Freehold	Ebley Road, Stonehouse, Gloucestershire, GL10 2LW
SK134368	Wyevale Limited	Garden	Centres	Freehold	Newton Road, Chilton, Sudbury, Suffolk, CO10 0PZ
AGL107127 AGL107288 Unregistered	Wyevale Limited	Garden	Centres	Leasehold	Brentford, Middlesex, TW8 8JG
ST54164	Wyevale Limited	Garden	Centres	Freehold	Pen Elm, Norton Fitzwarren, Taunton, Somerset, TA2 6PE
SL93469	Wyevale Limited	Garden	Centres	Leasehold	Station Road, Donnington, Telford, Shropshire, TF2

Title Number	Registered Proprietor	Freehold/ Leasehold	Property Description
			8JY
AV135477	Wyevale Garden Centres Limited	Leasehold	Milbury Heath, Wotton-Under-Edge, Gloucestershire, GL12 8QH
HD340947 HD346914	Wyevale Garden Centres Limited	Freehold	Bulbourne Road, Tring, Hertfordshire, HP23 5HF
K462056 K462371	Wyevale Garden Centres Limited	Freehold	Eridge Road, Tunbridge Wells, Kent, TN4 8HP
EGL374942	Wyevale Garden Centres Limited	Freehold	Nags Head Lane, Upminster Common, Essex, RM14 1TX
NN104904	Wyevale Garden Centres Limited	Freehold	Millers Lane, Wellingborough, Northants, NN8 2NF
SY716291	Wyevale Garden Centres Limited	Leasehold	New Haw Road, Addlestone, Weybridge, Surrey, KT15 2BU
BK272863	Wyevale Garden Centres Limited	Freehold	Heathlands Road, Wokingham, Berks, RG40 3AS
GM738190	Wyevale Garden Centres Limited	Freehold	Thorley Lane, Timperley, Altrincham, Cheshire, WA15 7PJ
WSX134575	Wyevale Garden Centres Limited	Leasehold	Roger Lane, Findon, Worthing, West Sussex, BN14 0RE
K771629	Wyevale Garden Centres Limited	Freehold	Land and buildings lying to the South West of Hythe Road, Willesborough, Ashford, Kent

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 01972554

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF ACCESSION TO A DEBENTURE DATED THE 23rd JUNE 2006 AND CREATED BY WYEVale GARDEN CENTRES LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM A CHARGOR TO THE FINANCE PARTIES (OR ANY OF THEM) 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 7th JULY 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11th JULY 2006.



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES