

Please do not write in this margin

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

\* 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. COMPANIES MUUSE

Pursuant to section 395 of the Companies Act 1985

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

Name of company

\*Wyevale Garden Centres Limited (the Chargor)

01972554

FEE PAID

For official use Company number

Date of creation of the charge

24 February 2009

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

Security agreement dated 24 February 2009 between, among others, West Coast Capital (Hortis) Group Limited, the Chargor and the other Original Chargors and Bank of Scotland plc as Security Agent (as defined below) (the Security Agreement)

Amount secured by the mortgage or charge

All present (at the date of the Security Agreement) and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Obligor to any Secured Creditor under any Secured Debt Finance Document, except for any obligation or liability which, if it were so included, would result in the Security Agreement contravening any law (the Secured Liabilities)

See Paper Apart 1 for definitions.

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

Bank of Scotland plc, a company incorporated in Scotland (Registered Number SC327000) with its registered office at The Mound, Edinburgh (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 NP/BOS001.4441

For official use (06/2005) Mortgage Seg 04/03/2009 COMPANIES HOUSE

PRACTICE-#9542881-v1-Form\_395\_-\_Security\_Agreement\_-\_Wyevale\_Garden\_Centres.OLF

CoM395/1

Short particulars of all the property mortgaged		Please do not
See Paper Apart 2.		write in
		this margin
•		
		Please complete
		legibly, preferab in black type or
		bold block
		lettering
		A fee is
·- ··		payable to Companies Hous
Particulars as to commission allowance or disc	count (note 3)	in respect of eac
N/A		mortgage or charge.
Signed	Date 3 / 3 / 0 9	(See Note 5)
On behalf of [sompany] [mongages/chargee]	• • • • • • • • • • • • • • • • • • • •	
on sonan or recompany; reforegages/charges		
<del></del>		+ Delete as
		+ 1 10 loto 24

#### **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.
- 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.
- 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.

OV⊖Z 7 Spa Road, London SE16 3QQ.

2005 Edition 8.2005

CoM395/2

5010503

This Paper Apart 1 is applicable to the foregoing Form 395 relative to a Security Agreement dated 24 February 2009 between, among others, West Coast Capital (Hortis) Group Limited, the Chargor and Bank of Scotland plc as Security Agent.

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

#### Event of Default means:

- (a) any event or circumstance specified as such in Clause 24 (*Events of Default*) in the Hortis Facility Agreement; or
- (b) any event or circumstance specified as such in Clause 21 (*Events of Default*) in the WABL Facility Agreement.

## Financial Indebtedness means any indebtedness for or in respect of:

- (a) moneys borrowed;
- (b) any amount raised by acceptance under any acceptance credit facility;
- (c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument;
- (d) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with IFRS, be treated as a finance or capital lease;
- (e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis);
- (f) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing;
- (g) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any derivative transaction, only the marked to market value shall be taken into account);
- (h) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution; and
- (i) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) to (h) above.

Hortis Facility Agreement means the £389,500,000 (reduced to £269,920,000) credit agreement, originally dated 20 April 2006 as amended, restated, extended and supplementated from time to time, between (among others) West Coast Capital (Hortis) Group Limited, West Coast Capital (Hortis) Limited and the Bank of Scotland plc as agent, security agent and lender.

IFRS means international accounting standards within the meaning of IAS Regulation 1606/2002 to the extent applicable to the relevant financial statements.

Intellectual Property means in relation to the Chargor, all its patents (including, without limitation, supplementary protection certificates), utility models, registered and unregistered trade marks (including, without limitation, service marks), rights in passing off, rights in domain names, copyright

and neighbouring rights, database rights, registered and unregistered rights in designs (including in relation to semiconductor products) and all other intellectual property rights and, in each case, rights of a similar or corresponding character and any extensions and renewals of, and any applications for, such rights.

Intellectual Property Rights means all and any of the Intellectual Property and other rights, causes of action, interests and assets of the Chargor related to the Intellectual Property.

**Intercompany Loan Receivables** means any receivables of the Chargor under Financial Indebtedness granted by any member(s) of the Group.

## **Investments** means, in relation to the Chargor:

- (a) the shares specified in Part 2 of Schedule 2 (Security Assets) of the Security Agreement opposite its name (and as set forth in Paper Apart 4 attached hereto); and
- (b) all other shares, stocks, debentures, bonds, warrants, coupons and other securities and investments owned by it or held by any nominee on its behalf (other than any interest in Blooms Properties Limited Partnership (registered number LP 011083)).

## Mortgaged Property means, in relation to the Chargor:

- (a) all freehold and leasehold property specified in Part 1 of Schedule 2 (*Security Assets*) of the Security Agreement opposite its name (and as set forth in Paper Apart 3 attached hereto); and
- (b) all other estates or interests in any freehold or leasehold property owned by it and all rights under any licence or other agreement or document which gives the Chargor a right to occupy or use property.

New Deed of Guarantee means the deed of guarantee dated the Restructuring Date between the Obligors and the Security Agent.

**Obligor** means a Borrower, a Guarantor and a Chargor (each as defined in the Hortis Facility Agreement) and including the Chargor (as defined in this Form 395).

**Receiver** means an administrative receiver, a receiver and manager or a receiver, in each case, appointed under the Security Agreement.

Relevant Contract means in relation to the Chargor any agreement specified in Part 3 of Schedule 2 (Security Assets) of the Security Agreement opposite its name (and as set forth in Paper 5 attached hereto).

Restructuring Date means 24 February, 2009.

### Secured Creditors means:

- (a) the Guaranteed Parties as defined in the New Deed of Guarantee;
- (b) the Finance Parties under and as defined in the Hortis Facility Agreement; and
- (c) the Finance Parties under and as defined in the WABL Facility Agreement.

#### **Secured Debt Finance Documents means:**

(a) the New Deed of Guarantee;

- (b) the Extended Finance Documents under and as defined in the Hortis Facility Agreement; and
- (c) the Extended Finance Documents under and as defined in the WABL Facility Agreement.

**Security** means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having similar effect.

Security Assets means all assets of the Chargor the subject of the Security in the Security Agreement.

WABL Facility Agreement means the £80,000,000 (reduced to £30,480,000) facility agreement originally dated 30th August, 2007 (as amended and restated from time to time) between, among others, Wyevale Acquisitions Borrower Limited and Bank of Scotland plc as agent and lender.

This Paper Apart 2 is applicable to the foregoing Form 395 relative to a Security Agreement dated 24 February 2009 between, among others, West Coast Capital (Hortis) Group Limited, the Chargor and Bank of Scotland plc as Security Agent.

In this Form 395:

1 Creation of Security

## 1.1 General

- (a) All the Security in the Security Agreement:
  - (i) is created in favour of the Security Agent;
  - (ii) is security for the payment, discharge and performance of all the Secured Liabilities; and
  - (iii) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
- (b) If the Chargor assigns an agreement (other than a leasehold interest) under the Security Agreement (or charges it by way of a first fixed charge) and the assignment or charge breaches a term of that agreement because a third party's consent has not been obtained:
  - (i) the Chargor must notify the Security Agent immediately;
  - (ii) the assignment or charge will not take effect until that consent is obtained;
  - (iii) unless the Security Agent otherwise requires, the Chargor must, and each other Chargor must ensure that the Chargor will, use all reasonable endeavours to obtain the consent as soon as practicable; and
  - (iv) the Chargor must promptly supply to the Security Agent a copy of the consent obtained by it.
- (c) The Security Agreement shall not effect any Security over any interest in Blooms Properties Limited Partnership (registered number LP 011083). Neither the Security Agent nor any Secured Creditor shall have any recourse against the interest in, or assets of, Blooms Properties Limited Partnership.
- (d) The Security Agent holds the benefit of the Security Agreement on trust for the Secured Creditors.
- (e) The fact that no or incomplete details of any Security Asset are inserted in Schedule 2 (Security Assets) to the Security Agreement does not affect the validity or enforceability of the Security.

#### 1.2 Land

The Chargor charges:

(a) by way of a first legal mortgage all of its Mortgaged Property; and

(b) (to the extent that they are not the subject of a mortgage under paragraph 2.2(a) of the Security Agreement (as set forth in paragraph 1.2(a) above) by way of first fixed charge all of its Mortgaged Property.

#### 1.3 Investments

The Chargor charges by way of a first legal mortgage all of its Investments.

## 1.4 Plant and machinery

The Chargor charges by way of a first fixed charge all plant and machinery owned by it and its interest in any plant and machinery in its possession.

#### 1.5 Credit balances

The Chargor charges by way of a first fixed charge all of its rights in respect of any amount standing to the credit of any account it has with any person and the debt represented by that account.

#### 1.6 Insurances

- (a) The Chargor assigns absolutely, subject to a proviso for reassignment on redemption, all amounts payable to it under or in connection with each of its insurances and all of its rights in connection with those amounts.
- (b) To the extent that they are not effectively assigned under paragraph 2.6(a) of the Security Agreement (as set forth in paragraph 1.6(a) above), the Chargor charges by way of first fixed charge all amounts and rights described in paragraph 2.6(a) of the Security Agreement (as set forth in paragraph 1.6(a) above).
- (c) The Chargor charges by way of first fixed charge all amounts payable to it under or in connection with each of its other insurances and all of its rights in connection with those amounts.
- (d) A reference in clause 2.6 of the Security Agreement (as set forth in this paragraph 1.6) to any amounts excludes all amounts received or receivable under or in connection with any third party liability insurance and required to settle a liability of an Obligor to a third party.

### 1.7 Other contracts

- (a) The Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights in respect of:
  - (i) its Relevant Contracts;
  - (ii) its Intercompany Loan Receivables;
  - (iii) any letter of credit issued in its favour, and
  - (iv) any bill of exchange or other negotiable instrument held by it.
- (b) To the extent that any right described in paragraph 2.7(a) of the Security Agreement (as set forth in paragraph 1.7(a) above) is not assignable or capable of assignment, the assignment of that right purported to be effected by paragraph 2.7(a) of the Security

Agreement (as set forth in paragraph 1.7(a) above) shall operate as an assignment of any damages, compensation, remuneration, profit, rent or income which the Chargor may derive from that right or be awarded or entitled to in respect of that right.

(c) To the extent that they do not fall within any other sub-clause of clause 2 of the Security Agreement (as set forth in this clause 1) and are not effectively assigned under paragraphs 2.7(a) and 2.7(b) of the Security Agreement (and as set forth in paragraphs 1.7(a) and 1.7(b) above), the Chargor charges by way of first fixed charge all of its rights under each agreement and document to which it is a party.

## 1.8 Intellectual Property

The Chargor charges by way of a fixed first charge all of its rights in respect of its Intellectual Property Rights.

#### 1.9 Miscellaneous

The Chargor charges by way of a first fixed charge:

- (a) any beneficial interest, claim or entitlement it has to any assets of any pension fund;
- (b) its goodwill;
- (c) the benefit of any authorisation (statutory or otherwise) held in connection with its business or the use of any Security Asset;
- (d) the right to recover and receive compensation which may be payable to it in respect of any authorisation referred to in paragraph 2.9(c) of the Security Agreement (as set forth in paragraph 1.9(c) above); and
- (e) its uncalled capital.

## 1.10 Floating charge

- (a) The Chargor charges by way of a first floating charge all of its assets whatsoever and wheresoever not otherwise effectively mortgaged, charged or assigned under the Security Agreement and in the case of assets situated in Scotland or governed by Scots law, whether or not the same have been otherwise effectively mortgaged, charged or assigned under the Security Agreement.
- (b) Except as provided below, the Security Agent may by notice to the Chargor convert the floating charge created by the Chargor under the Security Agreement into a fixed charge as regards any of the Chargor's assets specified in that notice, if:
  - (i) an Event of Default is continuing;
  - (ii) the Security Agent considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy; or
  - (iii) the Chargor fails to comply, or takes or threatens to take any action which, in the reasonable opinion of the Security Agent, is likely to result in it failing to comply with its obligations under clause 23.1 (Restrictions on security) of the Hortis Facility Agreement.

- (c) The floating charge created under the Security Agreement may not be converted into a fixed charge solely by reason of:
  - (i) the obtaining of a moratorium; or
  - (ii) anything done with a view to obtaining a moratorium,

under section 1A to the Insolvency Act 1986.

- (d) The floating charge created under the Security Agreement will (in addition to the circumstances in which the same will occur under general law) automatically convert into a fixed charge over all of the Chargor's assets:
  - (i) if an administrator is appointed or the Security Agent receives notice of an intention to appoint an administrator; or
  - (ii) on the convening of any meeting of the members of the Chargor to consider a resolution to wind the Chargor up (or not to wind the Chargor up).
- (e) Paragraphs (b) and (d) of Clause 2.10 (*Floating charge*) of the Security Agreement (as set forth in paragraphs 1.10(b) and 1.10(d) above) will not apply to any assets of the Chargor situated in Scotland or governed by Scots law if, and to the extent that, a Receiver would not be capable of exercising his powers in Scotland pursuant to Section 72 of the Insolvency Act 1986 by reason of such conversion.
- (f) The floating charge created under the Security Agreement is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.
- (g) The giving by the Security Agent of a notice under paragraph 2.10(b) of the Security Agreement (as set forth in paragraph 1.10(b) above) in relation to any asset of the Chargor will not be construed as a waiver or abandonment of the Security Agent's rights to give any other notice in respect of any other asset or of any other right of any other Secured Creditor under the Security Agreement or any other Secured Debt Finance Document.
- (h) The floating charge created under the Security Agreement does not include any interest in Blooms Properties Limited Partnership.

#### 2. Voting Rights

- (a) Before the Security in the Security Agreement becomes enforceable, the Chargor may continue to exercise the voting rights, powers and other rights in respect of its Investments.
- (b) If the relevant Investments have been registered in the name of the Security Agent or its nominee, the Security Agent (or that nominee) must exercise the voting rights, powers and other rights in respect of the Investments in any manner which the Chargor may direct in writing. The Security Agent (or that nominee) will execute any form of proxy or other document which the Chargor may reasonably require for this purpose.
- (c) Before the Security in the Security Agreement becomes enforceable, all dividends or other income or distributions paid or payable in relation to any Investments must be paid to the Chargor. To achieve this:

- (i) the Security Agent or its nominee will promptly execute any dividend mandate necessary to ensure that payment is made direct to the Chargor; or
- (ii) if payment is made directly to the Security Agent (or its nominee) before the Security in the Security Agreement becomes enforceable, the Security Agent (or that nominee) will promptly pay that amount to the Chargor.
- (d) Before the Security in the Security Agreement becomes enforceable, the Security Agent shall use its reasonable endeavours to promptly forward to the Chargor all material notices, correspondence and/or other communication it receives in relation to the Investments.
- (e) After the Security in the Security Agreement has become enforceable, the Security Agent or its nominee may exercise or refrain from exercising:
  - (i) any voting rights; and
  - (ii) any other powers or rights which may be exercised by the legal or beneficial owner of any Investment, any person who is the holder of any Investment or otherwise.

in each case, in the name of the Chargor, the registered holder or otherwise and without any further consent or authority on the part of the Chargor and irrespective of any direction given by the Chargor.

- (f) To the extent that the Investments remain registered in the name of the Chargor, the Chargor irrevocably appoints the Security Agent or its nominee as its proxy to exercise all voting rights in respect of those Investments at any time after the Security in the Security Agreement has become enforceable.
- (g) The Chargor must indemnify the Security Agent against any loss or liability incurred by the Security Agent as a consequence of the Security Agent acting in respect of its Investments on the direction of the Chargor.

## 3. Further Assurances

The Chargor must, at its own expense, take whatever action the Security Agent or a Receiver may require for:

- (a) creating, perfecting or protecting any security intended to be created by or pursuant to the Security Agreement;
- (b) facilitating the realisation of any Security Asset;
- (c) facilitating the exercise of any right, power or discretion exercisable by the Security Agent or any Receiver or any of their respective delegates or sub-delegates in respect of any Security Asset; or
- (d) creating and perfecting security in favour of the Security Agent (equivalent to the security intended to be created by the Security Agent) over any assets of the Chargor located in any jurisdiction outside England and Wales.

#### This includes:

- (i) the re-execution of the Security Agreement;
- (ii) the execution of any legal mortgage, charge, transfer, conveyance, assignment or assurance of any property, whether to the Security Agent or to its nominee; and
- (iii) the giving of any notice, order or direction and the making of any filing or registration,

which, in any such case, the Security Agent may think expedient.

## 4. Power of Attorney

The Chargor, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and each of their respective delegates and sub-delegates to be its attorney to take any action which the Chargor is obliged to take under the Security Agreement. The Chargor ratifies and confirms whatever any attorney does or purports to do under its appointment under clause 19 of the Security Agreement (as set forth in this clause 4).

## 5. Preservation of Security

The Security in the Security Agreement is a continuing security and will extend to the ultimate balance of the Secured Liabilities, regardless of any intermediate payment or discharge in whole or in part.

#### 6. Covenant to pay

The Chargor must pay or discharge the Secured Liabilities in the manner provided for in the Secured Debt Finance Documents.

#### 7. Financial collateral

- (a) To the extent that the assets mortgaged or charged under the Security Agreement constitute "financial collateral" and the Security Agreement and the obligations of the Chargor under the Security Agreement constitute a "security financial collateral arrangement" (in each case for the purpose of and as defined in the Financial Collateral Arrangements (No. 2) Regulations 2003 (SI 2003 No. 3226)) the Security Agent shall have the right after the Security in the Security Agreement has become enforceable to appropriate all or any part of that financial collateral in or towards the satisfaction of the Secured Liabilities.
- (b) For the purpose of paragraph 21.7(a) of the Security Agreement (as set forth in paragraph 7(a) above), the value of the financial collateral appropriated shall be such amount as the Security Agent reasonably determines having taken into account advice obtained by it from an independent investment or accountancy firm of national standing selected by it.

This Paper Apart 3 is applicable to the foregoing Form 395 relative to a Security Agreement dated 24 February 2009 between, among others, West Coast Capital (Hortis) Group Limited, the Chargor and Bank of Scotland plc as Security Agent.

## **Real Property**

	Property Name	Title Number	Owner	Freehold/Leaseho ld	Address
1.	Albrighton	SL102624	Wyevale Garden Centres Limited (1972554)	Freehold	Newport Road, Albrighton, Wolverhampton, West Midlands, WV7 3EE
2.	Alfold	SY369348	Wyevale Garden Centres Limited (01972554)	Freehold	Horsham Road, Alfold, Cranleigh, Surrey, GU6 8JE
3.	Altrincham	GM734670	Wyevale Garden Centres Limited (01972554)	Freehold	Green Lane, Timperley, Altrincham, Cheshire, WA15 8QL
4.	Andover	HP633933	Wyevale Garden Centres Limited (01972554)	Freehold	Salisbury Road, Andover, Hants, SP11 7DN
5.	Ashford Romney Marsh	K448357	Wyevale Garden Centres Limited (01972554)	Freehold	Hamstreet, Ashford, Kent, TN26 2QP
	Ashford Romney Marsh	K362870	Wyevale Garden Centres Limited (01972554)	Freehold	Hamstreet, Ashford, Kent, TN26 2QP
	Ashford Willesborou gh	K771629	Wyevale Garden Centres Limited (01972554)	Freehold	Hythe Road, Willesborough, Ashford, Kent, TN24 0NE
6.	Basingstoke	HP445900	Wyevale Garden Centres Limited (01972554)	Freehold	Winchester Road, North Waltham, Basingstoke, Hants, RG25 2DJ
	Beaconsfield	BM80851	Wyevale Garden Centres Limited (01972554)	Freehold	London Road, Beaconsfield, HP9 1SH
7.	Binfield	BK184990	Wyevale Garden Centres Limited (01972554)	Freehold	Forest Road, Binfield, Bracknell, Berks, RG42 4HA
8.	Bold Heath	MS409145	Wyevale Garden Centres Limited (01972554)	Freehold	Mill Lane, Bold Heath, Widnes, Cheshire, WA8 3UU
9.	Bournville	WM839015	Wyevale Garden Centres Limited (01972554)	Leasehold	Maple Road, Bournville, Birmingham, B30 2AE

	Property Name	Title Number	Owner	Freehold/Leaseho ld	Address
10.	Bracknell	BK263456	Wyevale Garden Centres Limited (01972554)	Leasehold	Kennedy House, 11 Crown Row, Crown Wood, Bracknell RG12 0TH
	Bracknell	BK298485	Wyevale Garden Centres Limited (01972554)	Leasehold	Kennedy House, 11 Crown Row, Crown Wood, Bracknell RG12 0TH
11.	Braintree	EX487954	Wyevale Garden Centres Limited (01972554)	Freehold .	Cressing Road, Braintree, Essex, CM77 8DH
12.	Brighton	ESX177396	Wyevale Garden Centres Limited (01972554)	Leasehold	Warren Road/Race Hill, Brighton, East Sussex, BN2 9XX
13.	Brockworth	GR299198	Wyevale Garden Centres Limited (01972554)	Freehold	Shurdington Road, Brockworth, Gloucestershire, GL3 4PU
	Brockworth	GR125471	Wyevale Garden Centres Limited (01972554)	Leasehold	Shurdington Road, Brockworth, Gloucestershire, GL3 4PU
14.	Bury St Edmunds	SK131313	Wyevale Garden Centres Limited (01972554)	Freehold	Rougham Road, Bury St Edmunds, Suffolk, IP33 2RN
15.	Caddington	BD92275	Wyevale Garden Centres Limited (01972554)	Freehold	Dunstable Road, Caddington, Luton, Beds, LUI 4AN
16.	Canterbury	K783406	Wyevale Garden Centres Limited (01972554)	Leasehold	Stour Business Park Ashford Road, Chartham, Nr Canterbury, Kent, CT4 7HF
17.	Carmarthen	WA565111	Wyevale Garden Centres Limited (01972554)	Leasehold	Myrtle Hill, Pensarn, Carmarthen, Dyfed, SA31 2NG
18.	Carr Gate	WYK76493 5	Wyevale Garden Centres Limited (01972554)	Freehold	Old Bradford Road, Carr Gate, Wakefield, West Yorkshire, WF02 0SY
19.	Castleton	WA170948	Wyevale Garden Centres Limited (01972554)	Freehold	Newport Road, Castleton, Cardiff, CF3 2UQ

	Property Name	Title Number	Owner	Freehold/Leaseho ld	Address
20.	Chelmsford	EX507845	Wyevale Garden Centres Limited (01972554)	Leasehold	Homelands Retail Park, Cuton Hall Lane, Springfield, Chelmsford, Essex, CM2 5PX
21.	Chichester	WSX23750 2	Wyevale Garden Centres Limited (01972554)	Freehold	Bognor Road, Merston, Chichester, West Sussex, PO20 6EG
	Chichester	WSX14135 4	Wyevale Garden Centres Limited (01972554)	Freehold	Bognor Road, Merston, Chichester, West Sussex, PO20 6EG
22.	Chilton	ON79481	Wyevale Garden Centres Limited (01972554)	Freehold	Newbury Road, Chilton, Nr Didcot, Oxon, OX11 1QN
	Chilton	ON100405	Wyevale Garden Centres Limited (01972554)	Freehold	Newbury Road, Chilton, Nr Didcot, Oxon, OX11 1QN
	Chilton	ON108435	Wyevale Garden Centres Limited (01972554)	Freehold	Newbury Road, Chilton, Nr Didcot, Oxon, OX11 IQN
	Chilton	ON134247	Wyevale Garden Centres Limited (01972554)	Freehold	Newbury Road, Chilton, Nr Didcot, Oxon, OX11 1QN
23.	Chipperfield	HD368397	Wyevale Garden Centres Limited (01972554)	Freehold	Tower Hill, Chipperfield, Herts, WD4 9LH
24.	Church Lawford	WK395575	Wyevale Garden Centres Limited (01972554)	Freehold	Kings Newnham Road, Church Lawford, Rugby, Warks, CV23 9EP
	Church Lawford	WK329561	Wyevale Garden Centres Limited (01972554)	Freehold	Kings Newnham Road, Church Lawford, Rugby, Warks, CV23 9EP
25.	Codicote	HD220726	Wyevale Garden Centres Limited (01972554)	Freehold	High Street, Codicote, Herfordshire, SG4 8XA
26.	Colchester	EX606971	Wyevale Garden Centres Limited (01972554)	Leasehold	342 London Road, Stanway, Colchester, Essex, CO3 8LT
27.	Coventry	WM639684	Wyevale Garden Centres Limited (01972554)	Leasehold	Brownshill Green Road, Allesley, Coventry, CV5 9PB
28.	Crawley	WSX26078 3	Wyevale Garden Centres Limited (01972554)	Leasehold	Copthorne Road, Pound Hill, Crawley, West Sussex, RH10 3PD

:	Property Name	Title Number	Owner	Freehold/Leaseho ld	Address
29.	Crowland	LL214080	Wyevale Garden Centres Limited (01972554)	Leasehold	Postland Road, Crowland, Lincolnshire, PE6 0JB
30.	Croydon Purley	SGL513547	Wyevale Garden Centres Limited (01972554)	Leasehold	Waddon Way, Purley Way, Croydon, Surrey, CR0 4HY
31.	Croydon Shirley	SGL195751	Wyevale Garden Centres Limited (01972554)	Freehold	Wickham Road, Shirley, Croydon, Surrey, CR9 8AG
32.	Derby	DY125403	Wyevale Garden Centres Limited (01972554)	Freehold	Burton Road, Findern, Derby, DE65 6BE
33.	Dorking	SY551596	Wyevale Garden Centres Limited (01972554)	Freehold	Reigate Road, Dorking, Surrey, RH4 1NP
	Dorking	SY557954	Wyevale Garden Centres Limited (01972554)	Leasehold	Reigate Road, Dorking, Surrey, RH4 1NP
34.	Enfield	MX386890	Wyevale Garden Centres Limited (01972554)	Freehold	Cattlegate Road, Crews Hill, Enfield, Middlesex, EN2 9DX
35.	Fair Oak	HP571282	Wyevale Garden Centres Limited (01972554)	Freehold	Winchester Road, Fair Oak, Eastleigh, Hampshire, SO50 7HD
36.	Farnham Royal	BM177590	Wyevale Garden Centres Limited (01972554)	Freehold	Cedar Cottage, Crown Lane, Farnham Royal, Slough, Berks, SL2 3SG
	Farnham Royal	BM203068	Wyevale Garden Centres Limited (01972554)	Freehold	Cedar Cottage, Crown Lane, Farnham Royal, Slough, Berks, SL2 3SG
37.	Folkestone	K383975	Wyevale Garden Centres Limited (01972554)	Leasehold	Ingles Meadow, Jointon Road, Folkestone, Kent, ST20 2RF
38.	Galton	DT345240	Wyevale Garden Centres Limited (01972554)	Freehold	24 Wareham Road, Owermoigne, Dorchester, Dorset, ST2 8BY
39.	Gillingham	K945151	Wyevale Garden Centres Limited (01972554)	Leasehold	Elm Court, Captsone Road, Gillingham, Kent, ME7 3JQ
40.	Hailsham	ESX35861	Wyevale Garden Centres Limited (01972554)	Freehold	A22 Lower Dicker, Hailsham, East Sussex, BN27 4BJ

	Property Name	Title Number	Owner	Freehold/Leaseho ld	Address
41.	Halifax	WYK61768 6	Wyevale Garden Centres Limited (01972554)	Freehold	Denholmgate Road, Northowram, Halifax, HX3 7SB
42.	Hare Hatch	BK322123	Wyevale Garden Centres Limited (01972554)	Freehold	Floral Mile, Hare Hatch, Tywford, Nr Reading, Berks, RG10 9SW
	Hare Hatch	BK136896	Wyevale Garden Centres Limited (01972554)	Freehold	Floral Mile, Hare Hatch, Tywford, Nr Reading, Berks, RG10 9SW
43.	Harlestone Heath	NN213996	Wyevale Garden Centres Limited (01972554)	Leasehold	Harlestone Road, Northampton, NN5 6UJ
44.	Harrow	NGL553651	Wyevale Garden Centres Limited (01972554)	Leasehold	Headstone Lane, Harrow, Middlesex, HA2 6NB
45.	Hastings	ESX243450	Wyevale Garden Centres Limited (01972554)	Leasehold	Bexhill Road, St Leonards-on-Sea, East Sussex, TN38 8AR
	Hastings	ESX243001	Wyevale Garden Centres Limited (01972554)	Leasehold	Bexhill Road, St Leonards-on-Sea, East Sussex, TN38 8AR
	Hastings	ESX43315	Wyevale Garden Centres Limited (01972554)	Freehold	Bexhill Road, St Leonards-on-Sea, East Sussex, TN38 8AR
46.	Havant	HP257542	Wyevale Garden Centres Limited (01972554)	Freehold	Bartons Road, Havant, Hants, PO9 5NA
	Havant	HP173533	Wyevale Garden Centres Limited (01972554)	Freehold	Bartons Road, Havant, Hants, PO9 5NA
47.	Hemel Hempstead	HD249086	Wyevale Garden Centres Limited (01972554)	Freehold	Broadwater Garden Centre, Great Gaddesden, Hemel Hempstead, Herts, HP2 3BW
48.	Henley	ON40564	Wyevale Garden Centres Limited (01972554)	Freehold	Reading Road, Henley on Thames, Oxon, RG9 4AE
49.	Hereford	HW65132	Wyevale Garden Centres Limited (01972554)	Leasehold	Kings Acre Road, Hereford, HR4 0SE

	Property Name	Title Number	Owner	Freehold/Leaseho ld	Address
	Hereford	n/a	Wyevale Garden Centres Limited (01972554)	Leasehold	Kings Acre Road, Hereford, HR4 0SE
50.	Hillingdon	AGL180595	Wyevale Garden Centres Limited (01972554)	Leasehold	Pield Heath Road, Hillingdon, Middlesex, UB8 3NP
51.	Hitchin	HD355714	Wyevale Garden Centres Limited (01972554)	Freehold	Cambridge Road, Hitchin, Herts, SG4 0JT
52.	Hungerford	BK184381	Wyevale Garden Centres Limited (01972554)	Freehold	4a Bath Road, Hungerford, Berkshire, RG17 0HE
53.	Keston	SGL515982	Wyevale Garden Centres Limited (01972554)	Freehold	Oakley Road, Keston Mark, Bromley, Kent, BR2 6BY
	Keston	n/a	Wyevale Garden Centres Limited (01972554)	Leasehold	Oakley Road, Keston Mark, Bromley, Kent, BR2 6BY
54.	Keynsham	BL50404	Wyevale Garden Centres Limited (01972554)	Freehold	Hicks Gate, Keynsham, Bristol, BS31 2AD
	Keynsham	AV18176	Wyevale Garden Centres Limited (01972554)	Freehold	Hicks Gate, Keynsham, Bristol, BS31 2AD
55.	Leicester	LT328063	Wyevale Garden Centres Limited (01972554)	Freehold	Rowena Garden Centre, Loughborough Road, Rothley, Leicester, LE7 7NL
56.	Lelant	n/a	Wyevale Garden Centres Limited (01972554)	Leasehold	Nut Lane, Hayle, Cornwall, TR27 6LG
57.	Lewes	ESX76952	Wyevale Garden Centres Limited (01972554)	Freehold	Newhaven Road, Kingston, Nr Lewes, East Sussex, BN7 3NE
58.	Leyland	LA760733	Wyevale Garden Centres Limited (01972554)	Freehold	Southport Road, Ulnes Walton, Leyland, Preston, PR26 8LQ
	Leyland	LA798756	Wyevale Garden Centres Limited (01972554)	Freehold	Southport Road, Ulnes Walton, Leyland, Preston, PR26 8LQ
59.	Louth	LL52727	Wyevale Garden Centres Limited (01972554)	Freehold	Legbourne Road, Louth, Lincolnshire, LN11 8LQ

	Property Name	Title Number	Owner	Freehold/Leaseho ld	Address
	Louth	LL212504	Wyevale Garden Centres Limited (01972554)	Freehold	Legbourne Road, Louth, Lincolnshire, LN11 8LQ
	Louth	LL127576	Wyevale Garden Centres Limited (01972554)	Freehold	Legbourne Road, Louth, Lincolnshire, LN11 8LQ
60.	Marlow	BM207011	Wyevale Garden Centres Limited (01972554)	Freehold	Pump Lane South, Little Marlow, Marlow, Bucks, SL7 3RB
61.	Marple	GM288502	Wyevale Garden Centres Limited (01972554)	Freehold	Otterspool, Dooley Lane, Marple, Stockport, SK6 7HE
62.	Merton	TGL90950	Wyevale Garden Centres Limited (01972554)	Leasehold	Lower Morden Lane, Morden, Surrey, SM4 4SJ
63.	Mill Hill	NGL613187	Wyevale Garden Centres Limited (01972554)	Leasehold	Daws Lane, Mill Hill, London, NW7 4SL
64.	Nailsworth	GR199118	Wyevale Garden Centres Limited (01972554)	Leasehold	Waterside Garden Centre, Avening Road, Nailsworth, Gloucestershire, GL6 0BS
65.	Northampto n	NN133279	Wyevale Garden Centres Limited (01972554)	Freehold	Newport Pagnell Road, Wootton, Northampton, NN4 6HP
66.	Norwich	Unregistere d / not registrable (lease expires 30 March 2012)	Wyevale Garden Centres Limited (01972554)	Leasehold	Garden Centre at Blue Boar Lane Sprowston NR7 8RJ
67.	Osterley	AGL72196	Wyevale Garden Centres Limited (01972554)	Freehold	Windmill Lane, Osterley, Middlesex, TW7 5PR
68.	Oxford	ON145789	Wyevale Garden Centres Limited (01972554)	Freehold	Southern By-pass, South Hincksey, Oxford, OX1 5AR
	Oxford	ON162079	Wyevale Garden Centres Limited (01972554)	Leasehold	Southern By-pass, South Hincksey, Oxford, OX1 5AR

	Property Name	Title Number	Owner	Freehold/Leaseho ld	Address
69.	Paddock Wood	K680227	Wyevale Garden Centres Limited (01972554)	Leasehold	Maidstone Road, Paddock Wood, Tonbridge, Kent, TN12 6QJ
70.	Potters Bar	HD333589	Wyevale Garden Centres Limited (01972554)	Leasehold	Dancers Hill Road, Bentley Heath, Barnet, Herts, EN5 4PR
71.	Pulborough	WSX14189 5	Wyevale Garden Centres Limited (01972554)	Freehold	Stopham Road, Pulborough, West Sussex, RH20 1DS
72.	Pyle	WA367792	Wyevale Garden Centres Limited (01972554)	Leasehold	2 Heol Mostyn, Village Farm Industrial Estate, Pyle, Bridgend, CF33 6BJ
	Pyle	WA367790	Wyevale Garden Centres Limited (01972554)	Leasehold	2 Heol Mostyn, Village Farm Industrial Estate, Pyle, Bridgend, CF33 6BJ
73.	Ramsgate	K793419	Wyevale Garden Centres Limited (01972554)	Freehold	Hereson Road, Ramsgate, Kent, CT1 7ET
74.	Rayleigh	EX782238	Wyevale Garden Centres Limited (01972554)	Leasehold	Eastwood Road, Rayleigh, Essex, SS6 7QA
75.	Rugeley	SF456702	Wyevale Garden Centres Limited (01972554)	Freehold	Wolseley Bridge, Stafford, Staffs, ST17 0YA
76.	Saint Austell	CL125550	Wyevale Garden Centres Limited (01972554)	Freehold	Par Moor Road, Par, Cornwall, PL24 2SQ
77.	Shenstone	SF336850	Wyevale Garden Centres Limited (01972554)	Leasehold	Birmingham Road, Shenstone, Lichfield, SW14 0QQ
	Shenstone	SF510349	Wyevale Garden Centres Limited (01972554)	Leasehold	Birmingham Road, Shenstone, Lichfield, SW14 0QQ
	Shenstone	SF340408	Wyevale Garden Centres Limited (01972554)	Leasehold	Birmingham Road, Shenstone, Lichfield, SW14 0QQ
78.	Sherfield on Loddon	HP534992	Wyevale Garden Centres Limited (01972554)	Freehold	Wildmoor Lane, Sherfield on Loddon, Basingstoke, Hampshire, RG27 0JD

	Property Name	Title Number	Owner	Freehold/Leaseho ld	Address
79.	Stratford upon Avon	WK314463	Wyevale Garden Centres Limited (1972554)	Freehold	Warwick Road, Stratford Upon Avon, Warwickshire, CV37 0QW
	Stratford upon Avon	WK418983	Wyevale Garden Centres Limited (01972554)	Freehold	Warwick Road, Stratford Upon Avon, Warwickshire, CV37 0QW
80.	Sudbury	SK134368	Wyevale Garden Centres Limited (01972554)	Freehold	Newton Road, Chilton, Sudbury, Suffolk, CO10 0PZ
81.	Swansea	WA393688	Wyevale Garden Centres Limited (01972554)	Leasehold	Swansea Enterprise Park, Swansea, SA7 9FT
82.	Swindon(1)	WT117596	Wyevale Garden Centres Limited (01972554)	Freehold	Hyde Road, Stratton St Margaret, Swindon, Wilts, SN2 6SE
	Swindon(1)	WT64631	Wyevale Garden Centres Limited (01972554)	Freehold	Hyde Road, Stratton St Margaret, Swindon, Wilts, SN2 6SE
83.	Syon Park	AGL107288	Wyevale Garden Centres Limited (01972554)	Leasehold	Brentford, Middlesex, TW8 8JG
	Syon Park	AGL107127	Wyevale Garden Centres Limited (01972554)	Leasehold	Brentford, Middlesex, TW8 8JG
	Syon Park	AGL104494	Wyevale Garden Centres Limited (01972554)		Brentford, Middlesex, TW8 8JG
	Syon Park	AGL189911	Wyevale Garden Centres Limited (01972554)	Leasehold	Brentford, Middlesex, TW8 8JG
84.	Tarporley	CH333019	Wyevale Garden Centres Limited (01972554)	Freehold	Forest Road, Tarporley, Cheshire, SW6 9EE
85.	Taunton	ST54164	Wyevale Garden Centres Limited (01972554)	Freehold	Pen Elm, Norton Fitzwarren, Taunton, Somerset, TA2 6PE
86.	Telford	SL93469	Wyevale Garden Centres Limited (01972554)	Leasehold	Station Road, Donnington, Telford, Shropshire, TF2 8JY
87.	Thatcham	BK225354	Wyevale Garden Centres Limited (01972554)	Leasehold	Bath Road, Thatcham, Berkshire, RG18 7HE

	Property Name	Title Number	Owner	Freehold/Leaseho ld	Address
	Thatcham	BK220427	Wyevale Garden Centres Limited (01972554)	Freehold	Bath Road, Thatcham, Berkshire, RG18 7HE
	Thatcham	BK349201	Wyevale Garden Centres Limited (01972554)	Freehold	Bath Road, Thatcham, Berkshire, RG18 7HE
88.	Thornbury	AV135477	Wyevale Garden Centres Limited (01972554)	Leasehold	Milbury Heath, Wotton- Under-Edge, Gloucestershire, GL12 8QH
89.	Tring	HD340947	Wyevale Garden Centres Limited (01972554)	Freehold	Bulbourne Road, Tring, Hertfordshire, HP23 5HF
	Tring	HD346914	Wyevale Garden Centres Limited (01972554)	Freehold	Bulbourne Road, Tring, Hertfordshire, HP23 5HF
90.	Tunbridge Wells	K462056	Wyevale Garden Centres Limited (01972554)	Freehold	Eridge Road, Tunbridge Wells, Kent, TN4 8HP
	Tunbridge Wells	K462371	Wyevale Garden Centres Limited (01972554)	Freehold	Eridge Road, Tunbridge Wells, Kent, TN4 8HP
91.	Weybridge	SY716291	Wyevale Garden Centres Limited (01972554)	Leasehold	New Haw Road, Addlestone, Weybridge, Surrey, KT15 2BU
92.	Wimborne	n/a	Wyevale Garden Centres Limited (01972554)	Leasehold	Wimborne Road West, Stapehill, Wimborne, Dorset, BH21 2DN
93.	Windlesham	SY669975	Wyevale Garden Centres Limited (01972554)	Freehold	London Road, Windlesham, Surrey, G20 6LL
94.	Windsor	BK843	Wyevale Garden Centres Limited (01972554)	Freehold	Dedworth Road, Windsor, Berkshire, SL4 4LH
95.	Woburn Sands	BM147933	Wyevale Garden Centres Limited (01972554)	Freehold	Newport Road, Woburn Sands, Milton Keynes, MK17 8UF
96.	Woking	SY373871	Wyevale Garden Centres Limited (01972554)	Freehold	Egley Road, Mayford, Woking, Surrey, GU22 0NH
97.	Wokingham	BK322123	Wyevale Garden Centres Limited (01972554)	Freehold	Heathlands Road, Wokingham, Berks, RG40 3AS

	Property Name	Title Number	Owner	Freehold/Leaseho ld	Address
	Wokingham	BK272863	Wyevale Garden Centres Limited (01972554)	Freehold	Heathlands Road, Wokingham, Berks, RG40 3AS
98.	Woodbridge	SK285285	Wyevale Garden Centres Limited (01972554)	Freehold	Grundisburgh Road, Hasketon, Woodbridge, IP13 6HX
99.	Woodlands	LT101511	Wyevale Garden Centres Limited (01972554)	Freehold	Ashby Road, Stapleton, Leicester, LE9 8JE
	Woodlands	LT234032	Wyevale Garden Centres Limited (01972554)	· Freehold	Ashby Road, Stapleton, Leicester, LE9 8JE
	Woodlands	LT304484	Wyevale Garden Centres Limited (01972554)	Freehold	Ashby Road, Stapleton, Leicester, LE9 8JE
	Woodlands	LT349041	Wyevale Garden Centres Limited (01972554)	Freehold	Ashby Road, Stapleton, Leicester, LE9 8JE
	Woodlands	LT94078	Wyevale Garden Centres Limited (01972554)	Freehold	Ashby Road, Stapleton, Leicester, LE9 8JE
100	Woodlane	GM738190	Wyevale Garden Centres Limited (01972554)	Freehold	Thorley Lane, Timperley, Altrincham, Cheshire, WA15 7PJ
101	Worlds End	BM101941	Wyevale Garden Centres Limited (01972554)	Freehold	Aylesbury Road, Wendover, Aylesbury
102	Worthing Ferring	WSX43100	Wyevale Garden Centres Limited (01972554)	Freehold	Littlehampton Road, Ferring, Worthing, West Sussex, BN12 6PG
103	Worthing Findon	WSX13457 5	Wyevale Garden Centres Limited (01972554)	Leasehold	Roger Lane, Findon, Worthing, West Sussex, BN14 0RE
104	York	NYK14737 2	Wyevale Garden Centres Limited (01972554)	Freehold	Northfield Lane, Upper Poppleton, York, YO26 6QE

This Paper Apart 4 is applicable to the foregoing Form 395 relative to a Security Agreement dated 24 February 2009 between, among others, West Coast Capital (Hortis) Group Limited, the Chargor and Bank of Scotland plc as Security Agent.

## **Investments**

Name of Company in which shares are held	Company No and Jurisdiction of Incorporation	Name of Chargor	Class of Shares held	Number of Shares held
Auldene Holdings Limited	03180228 England	Wyevale Garden Centres Limited	Ordinary Shares of £1 each	70,000
Country Gardens Limited	01750654 England	Wyevale Garden Centres Limited	Ordinary Shares of 25p each	29,115,934
Great Park Nurseries Limited	01135187 England	Wyevale Garden Centres Limited	Ordinary Shares of £1 each Ordinary A Shares of £1 each	1,000
Jackswood Garden Centre Limited	02426608 England	Wyevale Garden Centres Limited	Ordinary A Shares of £1 each Ordinary B Shares of £1 each	1,332
Oakheart Limited	01908489 England	Wyevale Garden Centres Limited	Ordinary Shares of £1 each	1,000
Wyevale (Leisure Centres) Limited	00662286 England	Wyevale Garden Centres Limited	7% Preference Shares of £1 each  Deferred Ordinary Shares of £0.50 each	3,000
Glamorgan Vale (Leisure Centres) Limited	1125181 England	Wyevale Garden Centres Limited	Preferred Ordinary Shares of £1 each  Ordinary Shares of £1 each	12,000

Name of Company in which shares are held	Company No and Jurisdiction of Incorporation	Name of Chargor	Class of Shares held	Number of Shares held
Great Gardens of England Investments Limited	761460 England	Wyevale Garden Centres Limited	Ordinary Shares of £1 each	693,790
Kennedy's Garden Centres Limited	2977269 England	Wyevale Garden Centres Limited	Cumulative Redeemable Preference Shares of £1 each	2,500,000
			Cumulative Convertible Part Preferred Ordinary Shares of 10p each	600,000
			Ordinary Shares of 10p each	142,500
WGC Financial Services Limited	5337188 England	Wyevale Garden Centres Limited	Ordinary Shares of £1 each	1
H Warburton (Timperley) Limited	427356 England	Wyevale Garden Centres Limited	Ordinary Shares of £1 each	5,000
Wyevale Acquisitions Limited	06343571 England	Wyevale Garden Centres Limited	Ordinary Shares of £1 each	34,000,001
Foster Nurseries Limited	01787362 England	Wyevale Garden Centres Limited	Ordinary Shares of £0.01 each	10,000

This Paper Apart 5 is applicable to the foregoing Form 395 relative to a Security Agreement dated 24 February 2009 between, among others, West Coast Capital (Hortis) Group Limited, the Chargor and Bank of Scotland plc as Security Agent.

## Contracts

None.



# CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 1972554 CHARGE NO. 11

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SECURITY AGREEMENT DATED 24 FEBRUARY 2009 AND CREATED BY WYEVALE GARDEN CENTRES LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM EACH OBLIGOR TO ANY SECURED CREDITOR 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 4 MARCH 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 10 MARCH 2009



