

MG01

Particulars of a mortgage or charge

Oyez

038534/13

A fee is payable with this form.

We will not accept this form unless you send the correct fee

Please see 'How to pay' on the last page



What this form is for

You may use this form to register particulars of a mortgage or charge in England and Wales or Northern Ireland



What this form is NOT for

You cannot use this form to register particulars of a charge for a Scottish company. To do this, please use form MG01s

THURSDAY



SPIFQZPS

SCT

01/12/2011

803

COMPANIES HOUSE

1

Company details

Company number

0 1 9 7 2 5 5 4

Company name in full

THE GARDEN CENTRE GROUP HOLDINGS LIMITED

(TGCGHL)

19 For official use

Filing in this form

Please complete in typescript or in bold black capitals

All fields are mandatory unless specified or indicated by *

2

Date of creation of charge

Date of creation

2 4 1 1 2 0 1 1

3

Description

Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description

SECURITY AGREEMENT dated 24 November 2011 in favour of Bank of Scotland plc as agent and trustee for the Secured Creditors (the **Security Agent**) (the **Charge**)

4

Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

All present 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 Charge contravening any law (the **Secured Liabilities**).

Please refer to continuation pages for definitions

Continuation page

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

MG01

Particulars of a mortgage or charge

5 Mortgagee(s) or person(s) entitled to the charge (if any)

	Please give the name and address of the mortgagee(s) or person(s) entitled to the charge						
Name	Bank of Scotland plc as Security Agent						
Address	The Mound						
	Edinburgh						
Postcode	E	H	1		1	Y	Z
Name							
Address							
Postcode							

Continuation page

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

6 Short particulars of all the property mortgaged or charged

	Please give the short particulars of the property mortgaged or charged						
Short particulars	<p>1. TCGGHL charges:</p> <p>1.1 by way of a first legal mortgage all of its Mortgaged Property,</p> <p>1 2 (to the extent that they are not the subject of a mortgage under paragraph 1.1 above) by way of first fixed charge all of its Mortgaged Property; and</p> <p>1.3 (to the extent they are not subject to an effective assignment under paragraph 3 below) by way of first fixed charge all its rights to any Gross Rental Income in respect of the Mortgaged Property</p> <p>2 Plant and machinery</p> <p>TCGGHL 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</p> <p>3. Gross Rental Income</p> <p>TCGGHL assigns to the Security Agent, in each case subject to a proviso for reassignment on redemption (at TCGGHL's cost), all its rights to any Gross Rental Income in respect of the Mortgaged Property</p> <p>Please refer to continuation pages for definitions</p>						

Continuation page

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

MG01

Particulars of a mortgage or charge

7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission allowance or discount

N/A

8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

9 Signature

Please sign the form here

Signature

Signature

X *Paula A. Smith* X
11/12/11

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

MG01

Particulars of a mortgage or charge



Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name
BOS001.5418 - Liana Di Ciacca

Company name
Dundas & Wilson CS LLP

Address
Saltire Court

20 Castle Terrace

Edinburgh

Post town

County/Region

Postcode
E H 1 2 E N

Country

DX

Telephone
0131 228 8000



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 the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



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.

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 enquires@companieshouse.gov.uk

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

MG01 - continuation page

Particulars of a mortgage or charge



6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Continuation page - Definitions

Additional Borrower means a company which becomes an Additional Borrower in accordance with Clause 26 of the Hortis Facility Agreement as amended or restated from time to time.

Additional Guarantor means a company which becomes an Additional Guarantor in accordance with Clause 26 of the Hortis Facility Agreement as amended or restated from time to time

Agent means Bank of Scotland plc as agent

Agreed Property List means the list of properties owned by the Group as at the Restructuring Date delivered as a condition precedent to the Restructuring under the Restructuring Agreement

Ancillary Payment Systems Lender means Bank of Scotland plc as ancillary payment systems lender

Arranger means Bank of Scotland plc as arranger.

Borrower means the Company, Wyevale (Garden Centres) Limited and any Additional Borrower unless it has ceased to be a Borrower in accordance with Clause 26 of the Hortis Facility Agreement as amended or restated from time to time

Company means Garden Centre Holdings Limited, a company registered in Scotland with Company Number SC292695 (formerly known as West Coast Capital (Hortis) Group Limited)

Chargor means each Obligor and from the date on which it enters into an Existing Security Document and any other member of the Group party to an Existing Security Document at any time

Existing Security Documents means

- (a) the Original Debenture;
- (b) the Original Bond and Floating Charge;
- (c) the charge over accounts by the Company in favour of the Security Agent dated 20 June 2006,
- (d) the Floris Security Documents;
- (e) the supplemental security assignment dated 12th February, 2007 entered into by the Company assigning its rights under the Floris Intercompany Security to the Security Agent,
- (f) the floating charge dated 1st August, 2007 entered into by the Parent in favour of the Security Agent,
- (g) the legal charge entered into by Blooms of Bressingham Limited in favour of the Security Agent dated 19th September, 2007,
- (h) the legal charge entered into by Blooms Garden Centres Limited in favour of the Security Agent dated 19th September, 2007,
- (i) the legal charge entered into by The Stevenage Garden Centre Limited in favour of the Security Agent dated 19th September, 2007,

Please see next continuation page

MG01 - continuation page

Particulars of a mortgage or charge



6 Short particulars of all the property mortgaged or charged

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Short particulars

Continuation page 2 - Definitions

(j) the floating charge by Floris in favour of the Security Agent dated 12th December, 2007,
(k) the shares pledge by the Company in favour of the Security Agent dated 12th December, 2007,
(l) any Guarantee Increase Deed, and
(m) any Deed of Accession.
(as each term is defined in the Hortis Facility Agreement).

Extended Finance Documents means:

(a) the Finance Documents,
(b) the Original Facility Agreement as amended pursuant to the Eighth Supplemental Agreement,
(c) the Eighth Supplemental Agreement;
(d) the WABL Facility Agreement and each Finance Document as defined in the WABL Facility Agreement,
(e) the Restructuring Agreement,
(f) the New Deed of Guarantee;
(g) the New Security Documents,
(h) the New Intercreditor Agreement;
(i) the Ancillary Payment Systems Facility Letter;
(j) the Non-Executive Director Appointment Letter,
(k) the Arrangement Fee Letter, and
(l) any other document designated as such by the Agent and the Parent and/or the WCCB Parent and/or a Borrower
(as each term is defined in the Hortis Facility Agreement)

Finance Document means the Hortis Facility Agreement as amended or restated from time to time, any Fee Letter, any Accession Letter, the Existing Security Documents, the Hedging Documents, any Transfer Certificate or undertaking delivered pursuant to Clause 25 of the Original Facility Agreement as amended or restated from time to time, the Existing Intercreditor Agreements and any other document designated as such by the Agent and the Parent (as each term is defined in the Hortis Facility Agreement)

Finance Party means the Agent, the Security Agent, the Arranger, the Issuing Bank, any Hedging Bank, a Lender, the Ancillary Payment Systems Lender or any lender or secured party under any Finance Document or any Extended Finance Document

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

Please see next continuation page

MG01 - continuation page

Particulars of a mortgage or charge



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Short particulars

Continuation page 3 - Definitions

- (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.

Group means the Parent and its Subsidiaries for the time being

Guarantor means an Original Guarantor or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with Clause 26 of the Hortis Facility Agreement as amended or restated from time to time.

Hedging Bank means Bank of Scotland plc as hedging bank

Hortis Facility Agreement means the £389,500,000 (reduced to £289,920,000) credit agreement, originally dated 20 April 2006 as amended, restated, extended and supplemented from time to time, between (among others) The Garden Centre Group Limited (formerly known as West Coast Capital (Hortis) Group Limited), Garden Centre Holdings Limited (formerly known as West Coast Capital (Hortis) Limited) and the Bank of Scotland plc as agent, security agent and lender.

Please see next continuation page

MG01 - continuation page

Particulars of a mortgage or charge



6 Short particulars of all the property mortgaged or charged

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Short particulars

Continuation page 4 - Definitions

Investors means:

- (A) Bank of Scotland plc;
- (B) Uberior Ventures Limited;
- (C) West Coast Capital Trading Limited,
- (D) BG Equity 1 ehf,
- (E) LXB Smallco Limited; and
- (F) PIHL Equity Administration Limited,

and each of the above (not including, for this purpose, its successors in title, permitted assigns and permitted transferees) is an Original Investor.

Issuing Bank means Bank of Scotland plc as issuing bank.

Lender means:

- (m) any Original Lender, and
- (n) any bank, financial institution, trust, fund or other entity which has become a Party in accordance with Clause 25 of the Hortis Facility Agreement as amended or restated from time to time., which, in each case, has not ceased to be a Party in accordance with the terms of the Hortis Facility Agreement as amended or restated from time to time

Mortgaged Property means

- (a) all freehold and leasehold property specified in Schedule 1 to the Deed (Real Property) and as detailed at schedule 1 below, 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 TGCGHL 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

Occupational Lease means any occupational lease or licence or other right of occupation to which an Obligor's interest in any Property may be subject from time to time.

Original Guarantor means a company listed in Part 2 of Schedule 1 of the Hortis Facility Agreement as amended or restated from time to time.

Original Lender means Bank of Scotland plc as original lender.

Parent means The Garden Centre Group Limited, a company registered in Scotland with Company Number SC324083

Properties means all interests in freehold and leasehold property owned by the Group as set out in the Agreed Properties List together with all other interests in freehold and leasehold property owned by the Group from time to time.

Please see next continuation page

MG01 - continuation page

Particulars of a mortgage or charge



6

Short particulars of all the property mortgaged or charged

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Short particulars

Continuation page 5 - Definitions

Restructuring means the restructuring steps set out in the Restructuring Agreement

Restructuring Agreement means the restructuring agreement dated the Restructuring Date between, among others, the Obligors, the Finance Parties and the Investors

Restructuring Date means 23rd 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

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, Wyevalle Acquisitions Borrower Limited and Bank of Scotland plc as agent and lender.

SCHEDULE 1 (REAL PROPERTY)

Property Name - Hereford

Description - All those premises demised by an underlease dated 24 November 2011 between Country Homes and Gardens Plc (1) The Garden Centre Group Holdings Limited (2) and The Garden Centre Group Limited (3) of premises at Queenswood Garden Centre, Wellington, Hereford, HR4 8BB comprising the whole of the land in the landlord's title number HE21629



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 1972554
CHARGE NO. 19**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECURITY AGREEMENT DATED 24
NOVEMBER 2011 AND CREATED BY THE GARDEN CENTRE
GROUP HOLDINGS 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 25 OF THE COMPANIES ACT 2006 ON THE
1 DECEMBER 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 7 DECEMBER
2011

