

# MG01

## Particulars of a mortgage or charge

34939/78

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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 company. To do this, please use form MG01s.

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COMPANIES HOUSE

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### Company details

Company number

0 1 9 7 2 5 5 4

Company name in full

The Garden Centre Group Holdings Limited (the  
"Chargor")

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 \*

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### Date of creation of charge

Date of creation

2 2 1 2 2 0 0 9

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### 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 between The Garden Centre Group Holdings Limited, Garden Centre Holdings Limited, Wyevalle Acquisitions Borrower Limited and Blooms Garden Centres Limited (as Chargors), The Garden Centre Group Limited (as the Parent), Bank of Scotland plc (as Security Agent), Bank of Scotland plc (as Hortis Agent), and Bank of Scotland plc (as WABL Agent) dated 22 December 2009 (the "Security Agreement").

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### 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 Security Agreement contravening any law.

(Please see continuation sheet for definitions.)

### Continuation page

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

COMPANIES HOUSE

BIS

Department for Business  
Innovation & Skills

CHFP041 10/09 Version 2.0

MG01/1

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Particulars of a mortgage or charge

<b>5 Mortgagee(s) or person(s) entitled to the charge (if any)</b>	
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	
<b>6 Short particulars of all the property mortgaged or charged</b>	
Please give the short particulars of the property mortgaged or charged.	
Continuation page Please use a continuation page if you need to enter more details.	
Short particulars	<p>a) The Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights in respect of its Intercompany Loan Receivables;</p> <p>b) To the extent that any right described in paragraph 2.2(a) of the Security Agreement is not assignable or capable of assignment, the assignment of that right purported to be effected by paragraph 2.2(a) of the Security Agreement shall operate as an assignement of any damages, compensation, remuneration, profit, rent or income which that Chargor may derive from that right or be awarded or entitled to in respect of that right.</p> <p>c) To the extent that they are not effectively assigned under paragraph 2.2(a) or 2.2(b) of the Security Agreement, the Chargor charges by way of first fixed charge all of its rights under each agreement and document to which it is a party.</p> <p>(Please see continuation sheet for definitions.)</p>

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### 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

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### 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 866).

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 870). 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).

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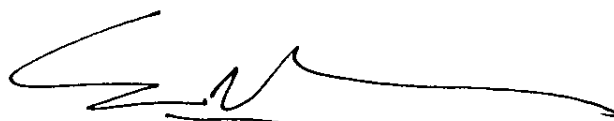
### Signature

Please sign the form here.

Signature

Signature

X



X

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

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## 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

David Clark

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,  
First Floor, Waterfront Plaza, 8 Laganbank Road,  
Belfast, Northern Ireland, BT1 3BS.  
DX 481 N.R. Belfast 1.



### Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

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Particulars of a mortgage or charge



4	<b>Amount secured</b>
	Please give us details of the amount secured by the mortgage or charge.
Amount secured	<p>In this Form MG01 the following terms shall have the following definitions:</p> <p><b>Hortis Agent</b> means Bank of Scotland plc acting in its capacity as agent under the Hortis Facility Agreement.</p> <p><b>Hortis Facility Agreement</b> means the 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.</p> <p><b>New Deed of Guarantee</b> has the meaning given to it in the Hortis Facility Agreement.</p> <p><b>Obligor</b> has the meaning given to it in the Hortis Facility Agreement.</p> <p><b>Parent</b> means The Garden Centre Group Limited (registered number SC324083) with its registered office at Marathon House, Olympic Business Park, Drybridge Road, Dundonald, Ayrshire KA2 9AE.</p> <p><b>Secured Creditors</b> means:</p> <ul style="list-style-type: none"> <li>(a) the Guaranteed Parties as defined in the New Deed of Guarantee;</li> <li>(b) the Finance Parties under and as defined in the Hortis Facility Agreement; and</li> <li>(c) the Finance Parties under and as defined in the WABL Facility Agreement.</li> </ul> <p><b>Secured Debt Finance Documents</b> means:</p> <ul style="list-style-type: none"> <li>(a) the New Deed of Guarantee;</li> <li>(b) the Extended Finance Documents under and as defined in the Hortis Facility Agreement; and</li> <li>(c) the Extended Finance Documents under and as defined in the WABL Facility Agreement.</li> </ul> <p><b>Secured Liabilities</b> means 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 Security Agreement contravening any law.</p> <p><b>Security Agent</b> means Bank of Scotland plc acting in its capacity as agent and trustee for the Secured Creditors.</p> <p><b>WABL Agent</b> means Bank of Scotland plc acting in its capacity as agent under the WABL Facility Agreement.</p> <p><b>WABL Facility Agreement</b> has the meaning given to it in the Hortis Facility Agreement.</p>

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## Mortgagee(s) or person(s) entitled to the charge

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge.

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

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Particulars of a mortgage or charge



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## Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars

**Financial Indebtedness** has the meaning given to it in the Hortis Facility Agreement.

**Group** has the meaning given to it in the Hortis Facility Agreement.

**Intercompany Loan Receivables** means any receivables of the Chargor under Financial Indebtedness granted by the Chargors to other members of the Group including, but without limitation, the receivables set out in Schedule 2 (Intercompany Loan Receivables) of the Security Agreement against the name of the Chargor.



## **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. 14**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SECURITY AGREEMENT DATED 22  
DECEMBER 2009 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  
12 JANUARY 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 16 JANUARY  
2010

*plait*



**Companies House**  
— for the record —



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**