

MG01

Particulars of a mortgage or charge

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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 Scottish company. To do this, please use form MG01s

WEDNESDAY



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SCT

10/03/2010

1252

COMPANIES HOUSE



Company details

Company number 01972554

Company name in full THE GARDEN CENTRE GROUP HOLDINGS LIMITED
(the **Chargor**)



For official use

Filling in this form

Please complete in typescript or in bold black capitals

All fields are mandatory unless specified or indicated by *



Date of creation of charge

Date of creation 01/03/2010



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 1 March 2010 among the Chargor, Garden Centre Holdings Limited, The Garden Centre Group Limited and Bank of Scotland plc (acting in its capacity as Security Agent, Hortis Agent and WABL Agent) (the **Deed**)



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 Deed contravening any law (the **Secured Liabilities**)

Please see continuation sheet 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	


6 Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged
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 Deed is not assignable or capable of assignment, the assignment of that right purported to be effected by paragraph 2.2(a) of the Deed 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.</p> <p>(c) To the extent that they do not fall within any other Subclause of Clause 2 of the Deed and are not effectively assigned under paragraph 2.2(a) or (b) of the Deed, 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>

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

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

MG01

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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	Nil	
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 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)	
9	Signature Please sign the form here Signature X  X 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

Sandy Grieve

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

DX553001 Edinburgh 18

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 or email enquiries@companieshouse.gov.uk

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

MG01 - continuation page

Particulars of a mortgage or charge



4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>In the foregoing MG01, the following terms have the following definitions:</p> <p>Financial Indebtedness has the meaning given to it under the Hortis Facility Agreement</p> <p>Group has the meaning given to it under the Hortis Facility Agreement</p> <p>Hortis Facility Agreement 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>New Deed of Guarantee has the meaning given to it under the Hortis Facility Agreement</p> <p>Obligor has the meaning given to it under the Hortis Facility Agreement</p> <p>Secured Creditors means:</p> <ul style="list-style-type: none"> (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 <p>Secured Debt Finance Documents means:</p> <ul style="list-style-type: none"> (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. <p>WABL Facility Agreement has the meaning given to it under the Hortis Facility Agreement</p>	

MG01 - continuation page

Particulars of a mortgage or charge



5 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	
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Name	
Address	
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	

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	<p>In the foregoing MG01, the following terms have the following definitions:</p> <p>Intercompany Loan Receivables means any receivables of the Chargor under Financial Indebtedness granted by the Chargor to other members of the Group including, but without limitation, the receivables set out in Schedule 2 (Intercompany Loan Receivables) to the Deed against the name of the Chargor.</p>



**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. 15

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECURITY AGREEMENT DATED 1
MARCH 2010 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
10 MARCH 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 16 MARCH 2010

DX. Sel.



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES