

CHFP025

Declaration in relation to assistance for the acquisition of shares

155(6)a

Pursuant to section 155(6) of the Companies Act 1985

**To the Registrar of Companies
(Address overleaf - Note 5)**

For official use

Company number

03659183

Note
Please read the notes
on page 3 before
completing this form

Name of company

* Blooms of Bressingham Limited (the "Company")

* insert full name
of company

X/We See Paper Apart: Part 1

- insert name(s) and address(es) of all the directors

† delete as appropriate

~~XXXXXXXXXXXX~~ [all the directors] † of the above company do solemnly and sincerely declare that

The business of the company is

§ delete whichever
is inappropriate

[illegible][illegible]

~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~

(c) something other than the above §

The company is proposing to give financial assistance in connection with the acquisition of shares in the

~~XXXXXX~~ [company's holding company] Blooms of Bressingham Holdings Limited

(Registered Number 03892554) (the "ParentCo")

The assistance is for the purpose of [that acquisition] XXXXXXXX XXXXXXXX XXXXXXXX XXXXXXXX XXXXXXXX XXXXXXXX XXXXXXXX XXXXXXXX XXXXXXXX XXXXXXXX

~~XXXXXXXXXXXXXXXXXXXX~~ †

The number and class of the shares acquired or to be acquired is 34,899,742 Ordinary Shares
of 10 pence in Parent Co

Presentor's name address and
reference (if any)

McGrigors LLP
Princes Exchange
1 Earl Grey Street
Edinburgh
EH3 9AO

DX ED 723301 Edinburgh 43
E1 1102077

For official Use
General Sec [REDACTED]

TUESDAY



SEBT1Q56

SCT

05/06/2007

291

COMPANIES HOUSE

The assistance is to be given to (note 2) West Coast Capital (Floris) Limited (Registered
Number SC311498), Marathon House, Olympic Business Park, Drybridge Road,
Dundonald, Ayrshire, KA2 9AE (the "Purchaser")

Please do not
write in this
margin

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

The assistance will take the form of

See Paper Apart: Part 2

The person who ~~XXXXXXXXXX~~ [will acquire] † the shares is

† delete as
appropriate

The Purchaser

The principal terms on which the assistance will be given are

See Paper Apart: Part 3

The amount of cash to be transferred to the person assisted is £ nil

The value of any asset to be transferred to the person assisted is £ nil

The date on which the assistance is to be given is within 8 weeks of the date hereof

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

* delete either (a) or (b) as appropriate

(a) ~~We have formed the opinion that the company will be able to pay its debts as they fall due during the year immediately following that date]~~* (note 3)

[illegible]

Declared at

Declarants to sign below

Highle Gate Centre, Bicester

on

Day	Month	Year
29	05	2007

before me Molybdenum.

A Commissioner for Oaths or Notary Public or Justice of the Peace or a Solicitor having the powers conferred on a Commissioner for Oaths *Sheepest Nallan*

Herbert Mallam Goules
126 High Street
Oxford.

NOTES

- 1 For the meaning of "a person incurring a liability" and "reducing or discharging a liability" see section 152(3) of the Companies Act 1985
- 2 Insert full name(s) and address(es) of the person(s) to whom assistance is to be given, if a recipient is a company the registered office address should be shown
- 3 Contingent and prospective liabilities of the company are to be taken into account - see section 156(3) of the Companies Act 1985
- 4 The auditors report required by section 156(4) of the Companies Act 1985 must be annexed to this form
- 5 The address for companies registered in England and Wales or Wales is -

The Registrar of Companies
Companies House
Crown Way
Cardiff
CF14 3UZ

or, for companies registered in Scotland -

The Registrar of Companies
37 Castle Terrace
Edinburgh
EH1 2EB

PAPER APART TO FORM 155(6)(a)

BLOOMS OF BRESSINGHAM LIMITED
(Registered Number 03659183)

PART 1

James Clifford Hodkinson	Address:	29B Western Avenue Branksome Park Poole BH13 7AN
Barry John Stevenson	Address	Cherry Trees Cane End South Oxfordshire RG4 9HG
William Andrew Livingston	Address	3 Barnes Close St Cross Winchester Hampshire SO23 9QX
Sarah Elizabeth Ratcliffe	Address	59b Grange Road Sutton Surrey SM2 6SP
Johnathan Andrew Kitching	Address	Beech House, Harp Hill Cheltenham GL52 6PR

PART 2

The assistance will take the form of the execution and delivery by the Company of the documents referred to below (as the same may be amended, varied, supplemented or substituted from time to time) in connection with the acquisition of the whole issued share capital of ParentCo by West Coast Capital (Floris) Limited (the "**Purchaser**") -

- 1 a letter of accession entered into by the Company and the Purchaser on 29 March 2007 to a facility agreement dated 12 February 2007 (the "**Inter Company Facility**") in favour of West Coast Capital (Hortis) Limited ("**Hortis**") whereby the Company, amongst other things, guarantees all present and future obligations of the Purchaser to Hortis (subject to the limitations set out therein) (the "**Inter Company Facility Letter of Accession**"),
- 2 a deed of accession entered into by the Company and the Purchaser on 29 March 2007 to a debenture by the Purchaser dated 12 February 2007 (the "**Inter Company Debenture**") in favour of Hortis pursuant to which the Company will grant fixed and floating charges in favour of Hortis and undertakes to grant such further mortgages, legal assignments, fixed charges or other fixed security interests over all or any part of its property and undertaking (subject to the limitations set out therein) (the "**Inter Company Debenture Deed of Accession**"),

- 3 a letter of accession entered into by the Company and the Purchaser on 29 March 2007 to a guarantee by the Purchaser dated 12 February 2007 (the "**HBOS Guarantee**") in favour of The Governor and Company of the Bank of Scotland (the "**Bank**") whereby the Company, amongst other things, guarantees all present and future obligations of Hortis and others to the Bank (subject to the limitations set out therein) under a facilities agreement between Hortis and others and the Bank dated 20 April 2006 (the "**HBOS Facility**") as amended by a first supplemental agreement dated 12 February 2007 (the "**HBOS Guarantee Letter of Accession**"),
- 4 a deed of accession entered into by the Company and the Purchaser on 29 March 2007 to a debenture dated 12 February 2007 (the "**HBOS Debenture**") in favour of the Bank pursuant to which the Company will grant fixed and floating charges in favour of the Bank and undertakes to grant such further mortgages, legal assignments, fixed charges or other fixed security interests over all or any part of its property and undertaking (subject to the limitations set out therein) (the "**HBOS Debenture Deed of Accession**"),
- 5 a deed of accession entered into by the Company, the Purchaser and the Bank on 29 March 2007 to a subordination agreement dated 12 February 2007 (the "**Subordination Agreement**") between the Bank and the Purchaser to regulate the priority and subordination arrangements in respect of security granted in relation the Inter Company Facility and the HBOS Facility (the "**Subordination Agreement Deed of Accession**"),
- 6 a guarantee increase deed (the "**Hortis Guarantee Increase Deed**") to be entered into by the Company and Hortis pursuant to which the Company confirms and acknowledges that the limitations on the obligations of the Company contained in the Inter Company Facility Letter of Accession, and
- 7 a guarantee increase deed (the "**HBOS Guarantee Increase Deed**") to be entered into by the Company and HBOS pursuant to which the Company confirms and acknowledges that the limitations on the obligations of the Company contained in the HBOS Guarantee Letter of Accession no longer apply

PART 3

The principal terms on which the assistance will be given are -

- 1 Under the terms of the Inter Company Facility Letter of Accession (unless otherwise defined herein further defined terms used in this paragraph 1 shall have the meanings given to them in the Inter Company Facility) the Company agrees to become an Additional Guarantor under the Inter Company Facility
- 2 Under the terms of the Inter Company Debenture Deed of Accession (unless otherwise defined herein further defined terms used in this paragraph 2 shall have the meanings given to them in the Inter Company Debenture Deed of Accession)
- 2.1 the Company agrees to become a party to and to be bound by the terms of the Inter Company Debenture as a Chargor with immediate effect and so that the Inter Company Debenture shall be read and construed for all purposes as if each Subsidiary had been an original party thereto in the capacity of Chargor (but so that the security created consequent on such accession shall be created on the date hereof) The Company hereby undertakes to be bound by all the covenants and agreements in the Inter Company Debenture which are expressed to be binding on a Chargor In accordance with the foregoing, the Company now grants to the Chargee the assignments, charges, mortgages and other security described in the Inter Company Debenture as being granted, created or made by the Chargors thereunder,

to the intent that the assignments, charges, mortgages and other security shall be effective and binding upon it and its property and assets and shall not in any way be avoided, discharged or released or otherwise adversely affected by any ineffectiveness or invalidity of the Inter Company Debenture or of any other party's execution thereof or any other Deed of Accession, or by any avoidance, invalidity, discharge or release of any guarantee, assignment or charge contained in the Inter Company Debenture or in any other Deed of Accession;

2 2 the Company with full title guarantee and as a continuing security for payment and discharge of the Secured Liabilities charges in favour of the Chargee

- (a) by way of legal mortgage all estates or interests in the freehold and leasehold property described in Schedule 2 of the Inter Company Debenture Deed of Accession together with all present and future buildings, and fixtures (including trade and tenant's fixtures), which are at any time on or attached to the property, and
- (b) by way of fixed charge the all estates or interests in any freehold, leasehold or other immovable property now or hereafter belonging to it wherever situated and all buildings, erections and structures (whether in the course of construction or otherwise) and fixtures and fittings and fixed plant and machinery now or hereafter thereon and all improvements and additions thereto and with the benefit of all leases, underleases, tenancies, agreements for lease, rights, covenants, undertakings, warranties, guarantees, indemnities and conditions from time to time affecting the same (subject to the provisions hereof),

2 3 the Company with full title guarantee and as a continuing security for payment and discharge of the Secured Liabilities charges in favour of the Chargee by way of first fixed charge -

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

- (e) all rights, titles and interest of the Company to and in the proceeds of all present or future Insurances (including any rights of subrogation arising therefrom),
 - (f) all rights to which the Company or its liquidator or administrator is now or may hereafter become entitled in respect of the proceeds of any order of a competent court made pursuant to sections 214, 238(3) 239(3) or 423(2) of the Insolvency Act,
 - (g) all the Company's present and future rights to recover any value added tax or any supplies made to it and any sum so recovered;
 - (h) all the proceeds or any payment of any claim, award, judgement, sum or damages payable to the Company and all the Company's rights and remedies now or hereinafter in existence arising in respect thereof,
 - (i) all rental income, licence fees and any other such income and all the proceeds of sale or other disposal of any property now or hereafter owned by the Company and all right, title and interest to and in the same and all the benefit thereof and the right to make demand for and receive the same,
 - (j) its present and future interest in all stocks, shares, debentures, bonds, warrants, coupons and other securities and investments and all rights relative thereto, and
 - (k) the benefit of all present and future licences (statutory or otherwise) held or to be held in connection with its business or the use of any of the Secured Assets the subject of the security pursuant to sub-clause (a) above and the right to recover and receive all compensation which may at any time become payable to it in respect thereof,
- 2 4 the Company assigns in favour of the Chargee all its rights title and interest in and to
- (a) the Gross Rental Income, and
 - (b) the Second Investment Agreement,
- 2 5 the Company with full title guarantee and as a continuing security for payment and discharge of the Secured Liabilities charges in favour of the Chargee by way of a first floating charge all the undertaking and assets of the Company whatsoever and wheresoever both present and future including, but not limited to, its uncalled capital for the time being, and all its heritable and moveable property and other property, assets and rights in Scotland or governed by the laws of Scotland, together with, (if and insofar as the charges thereon created in this Instrument may for any reason be ineffective as fixed charges or if and insofar as such fixed charges shall for any reason be released) all of the property, assets and rights described in paragraphs 2 2, 2 3 and 2 4 above
- 3 Under the terms of the HBOS Guarantee Letter of Accession, (unless otherwise defined herein further defined terms used in this paragraph 3 shall have the meanings given to them in the HBOS Facility) the Company agrees to become a Guarantor under the HBOS Guarantee
- 4 Under the terms of the HBOS Debenture Deed of Accession (unless otherwise defined herein further defined terms used in this paragraph 4 shall have the meanings given to them in the HBOS Debenture Deed of Accession)

- 4 1 the Company agrees to become a party to and to be bound by the terms of the HBOS Debenture as a Chargor with immediate effect and so that the HBOS Debenture shall be read and construed for all purposes as if the Company had been an original party thereto in the capacity of Chargor (but so that the security created consequent on such accession shall be created on the date hereof) The Company hereby undertakes to be bound by all the covenants and agreements in the HBOS Debenture which are expressed to be binding on a Chargor In accordance with the foregoing, the Company now grants to the Security Agent as security agent for the Finance Parties the assignments, charges, mortgages and other security described in the HBOS Debenture as being granted, created or made by the Chargors thereunder, to the intent that the assignments, charges, mortgages and other security shall be effective and binding upon it and its property and assets and shall not in any way be avoided, discharged or released or otherwise adversely affected by any ineffectiveness or invalidity of the Debenture or of any other party's execution thereof or any other Deed of Accession, or by any avoidance, invalidity, discharge or release of any guarantee, assignment or charge contained in the HBOS Debenture or in any other Deed of Accession,
- 4 2 the Company with full title guarantee and as a continuing security for payment and discharge of the Secured Liabilities charges in favour of the Security Agent
- (a) by way of legal mortgage all estates or interests in the freehold and leasehold property described in Schedule 2 of the HBOS Debenture Deed of Accession together with all present and future buildings, and fixtures (including trade and tenant's fixtures), which are at any time on or attached to the property, and
 - (b) by way of fixed charge the all estates or interests in any freehold, leasehold or other immovable property now or hereafter belonging to it wherever situated and all buildings, erections and structures (whether in the course of construction or otherwise) and fixtures and fittings and fixed plant and machinery now or hereafter thereon and all improvements and additions thereto and with the benefit of all leases, underleases, tenancies, agreements for lease, rights, covenants, undertakings, warranties, guarantees, indemnities and conditions from time to time affecting the same (subject to the provisions hereof),
- 4 3 the Company with full title guarantee and as a continuing security for payment and discharge of the Secured Liabilities charges in favour of the Security Agent by way of first fixed charge -
- (a) all the goodwill and uncalled capital both present and future of the Company (including future calls whether made by the directors of the Company or by a receiver, administrative receiver, administrator or liquidator),
 - (b) so far as chargeable, all plant, machinery, vehicles, computers and office and other equipment of the Company and all related spare parts, equipment, tools and fuel (excluding stock in trade) and all patents, trade marks, trade and business names, service marks, registered designs, design rights, database rights and copyrights (including any applications to any register) both present and future of the Company together with all trade secrets and know-how, confidential or proprietary knowledge and information and all other intellectual property rights now or hereafter owned by the Company in any country, together, in each and every case, with the benefit of any licences or other agreements relating to the use or exploitation of rights of any such nature owned by the Company,

- (c) all book and other debts now or at any time during the continuance of this security due or owing to the Company and all balances now or hereafter standing to the credit of any account of the Company with any branch or office of the Security Agent or any other financial institution,
- (d) so far as chargeable, all the benefit of and rights under or in respect of all contracts, agreements, deeds, undertakings, guarantees, warranties, indemnities, other documents, concessions and franchises now or hereafter entered into by or granted to or vested in or novated or assigned to the Company (including any contract for sale of or other dealing with any of the assets hereby charged),
- (e) all rights, titles and interest of the Company to and in the proceeds of all present or future Insurances (including any rights of subrogation arising therefrom),
- (f) all rights to which the Company or its liquidator or administrator is now or may hereafter become entitled in respect of the proceeds of any order of a competent court made pursuant to sections 214, 238(3) 239(3) or 423(2) of the Insolvency Act,
- (g) all the Company's present and future rights to recover any value added tax or any supplies made to it and any sum so recovered,
- (h) all the proceeds or any payment of any claim, award, judgement, sum or damages payable to the Company and all the Company's rights and remedies now or hereinafter in existence arising in respect thereof,
- (i) all rental income, licence fees and any other such income and all the proceeds of sale or other disposal of any property now or hereafter owned by the Company and all right, title and interest to and in the same and all the benefit thereof and the right to make demand for and receive the same,
- (j) its present and future interest in all stocks, shares, debentures, bonds, warrants, coupons and other securities and investments and all rights relative thereto, and
- (k) the benefit of all present and future licences (statutory or otherwise) held or to be held in connection with its business or the use of any of the Secured Assets the subject of the security pursuant to sub-clause (a) above and the right to recover and receive all compensation which may at any time become payable to it in respect thereof,

4 4 the Company with full title guarantee and as a continuing security for payment and discharge of the Secured Liabilities assigns in favour of the Security Agent all its rights title and interest in and to.

- (a) the Gross Rental Income,
- (b) the Hedging Documents, and
- (c) the Second Investment Agreement,

4 5 the Company with full title guarantee and as a continuing security for payment and discharge of the Secured Liabilities charges in favour of the Security Agent by way of a first floating charge all the undertaking and assets of the Company whatsoever and wheresoever both present and future including, but not limited to, its uncalled capital for the time being,

and all its heritable and moveable property and other property, assets and rights in Scotland or governed by the laws of Scotland, together with, (if and insofar as the charges thereon created in this Instrument may for any reason be ineffective as fixed charges or if and insofar as such fixed charges shall for any reason be released) all of the property, assets and rights described in paragraphs 4 2, 4 3 and 4 4 above

- 5 Under the terms of the Subordination Agreement Deed of Accession (unless otherwise defined herein further definitions used in this paragraph 5 shall have the same meanings given to them in the Subordination Agreement), the Company (as an Obligor) agrees to be bound by the terms of the Subordination Agreement under which the Company, amongst other things, agrees on the occurrence of certain events to subordinate the debt owed by the Company to Hortis and to the Bank

PricewaterhouseCoopers LLP
Kintyre House
209 West George Street
Glasgow G2 2LW
Telephone +44 (0) 141 248 2644
Facsimile +44 (0) 141 242 7481

The Directors
Blooms of Bressingham Limited
Bath Road
Haresfield
Nr Stonehouse
GL10 3DP

29 May 2007

Dear Sirs

**Report of the Independent Auditor to the directors of Blooms of Bressingham Limited
pursuant to Section 156(4) of the Companies Act 1985**

We report on the attached statutory declaration dated 29 May 2007, prepared pursuant to the Companies Act 1985, in connection with the proposal that the company's subsidiary undertaking, Blooms Garden Centres Limited, should give financial assistance for the purchase of the ordinary shares of the company's holding company, Blooms of Bressingham Holdings Limited. This report, including the opinion, has been prepared for and only for the company and the company's directors in accordance with Section 156 of the Companies Act 1985 and for no other purpose. We do not, in giving the opinion set out below, accept or assume responsibility for any other purpose or to any other person to whom this report is shown or into whose hands it may come save where expressly agreed by our prior consent in writing.


Basis of opinion

We have enquired into the state of the company's affairs in order to review the bases for the statutory declaration.

Opinion

We are not aware of anything to indicate that the opinion expressed by the directors in their statutory declaration as to any of the matters mentioned in Section 156(2) of the Companies Act 1985 is unreasonable in all the circumstances.

Yours faithfully



PricewaterhouseCoopers LLP
Chartered Accountants and Registered Auditors