

219729 / 13

In accordance with Section 860 of the Companies Act 2006.

MG01

Particulars of a mortgage or charge

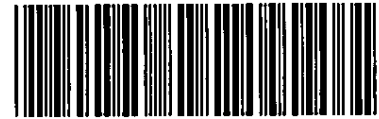


A fee is payable with this form. We will not accept this form unless you send the correct fee. Please see 'How to pay' on the last page.

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



LZ3GGEHE
LD4 28/10/2009 234
COMPANIES HOUSE

1 Company details		For official use
Company number	<input type="text"/> <input type="text"/> <input type="text"/> 7 6 3 3	<input checked="" type="checkbox"/> Filling in this form Please complete in typescript or in bold black capitals. All fields are mandatory unless specified or indicated by *
Company name in full	William Sinclair Horticulture Limited	

2 Date of creation of charge	
Date of creation	^d 1 ^d 6 ^m 1 ^m 0 ^y 2 ^y 0 ^y 0 ^y 9

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	Mortgage Deed (the 'Mortgage')

4 Amount secured		Continuation page Please use a continuation page if you need to enter more details.
Amount secured	Please give us details of the amount secured by the mortgage or charge. 1. All money and liabilities whether actual or contingent (including further advances made after the date of the Mortgage by the Bank and secured directly or indirectly by the Mortgage) which then were or at any time thereafter might be due owing or incurred from or by the Mortgagor to the Bank anywhere or for which the Mortgagor may be or become liable to the Bank in any manner whatsoever without limitation (and whether alone or jointly with any other person and in whatever style, name or form and whether as principal or surety and notwithstanding that the same may at any earlier time have been due owing or incurred to some other person and have subsequently become due owing or incurred to the Bank as a result of a transfer, assignment or other transaction or by operation of law). continued...	

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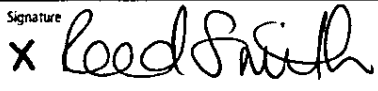
Particulars of a mortgage or charge

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.	Continuation page Please use a continuation page if you need to enter more details.
Name	Lloyds TSB Bank Plc	
Address	City Office, PO Box 72, Bailey Drive, Gillingham, Kent	
Postcode	M E 8 o L S	
Name		
Address		
Postcode		

6	Short particulars of all the property mortgaged or charged	
	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>1. By way of legal mortgage with full title guarantee the property of the Mortgagor specified in the Schedule below (and, where such property is leasehold, any present or future right or interest conferred upon the Mortgagor in relation thereto by virtue of any Enfranchising Legislation (as defined in the Mortgage) including any rights arising against any nominee purchase pursuant thereto) together with all buildings and fixtures (including trade fixtures), fixed plant and machinery from time to time thereon (the 'Mortgaged Property') and references to the 'Mortgaged Property' include references to any part of it as a continuing security for the payment to the Bank of the Secured Obligations (as defined in the Mortgage) subject to the prior mortgage(s) or charge(s) (if any) mentioned in the Second Schedule to the Mortgage (the 'Prior Mortgages') and to the principal money, interest and other money thereby secured.</p> <p>2.</p> <p>(a) By way of fixed charge, all present and future book and other debts, other monetary claims and choses in action owing or belonging to the Mortgagor and arising in connection with the Mortgaged Property or any business at any time carried on thereon and the proceeds thereof including (without limitation):</p> <p>(i) any amounts owing to the Mortgagor by way of rent, licence fee, service charge or dilapidations by any tenant or licensee (in each case whether present or future) of the Mortgaged Property and any ground rents and rent charges, rent deposits and purchase deposits owing to the Mortgagor in connection with the Mortgaged Property (and, in each case, the proceeds thereof);</p> <p>(ii) any amounts owing or which may become owing to the Mortgagor under any building, construction or development contract entered into in connection with the Mortgaged Property or by virtue of the Mortgagor's rights under any retention in other trusts in connection therewith, whether or not any certificate as to the amount due has been issued in respect thereof (and the proceeds thereof); and</p> <p>continued...</p>	

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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: <ul style="list-style-type: none">- 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  This form must be signed by a person with an interest in the registration of the charge.	X

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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 **Michael Speranza**

Company name **Reed Smith**

Address **The Broadgate Tower, 20 Primrose Street**

Post town **London**

County/Region

Postcode **E C 2 A 2 R S**

Country **England**

DX **1066 London**

Telephone **020 3116 3000**



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

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Particulars of a mortgage or charge

4	Amount secured	
Amount secured	Please give us details of the amount secured by the mortgage or charge.	
	<p>2. Interest on all such money and liabilities to the date of payment at such rate or rates as may from time to time be agreed between the Bank and the Mortgagor or, in the absence of such agreement, at the rate, in the case of an amount denominated in Sterling, of two percentage points per annum above the Bank's base rate for the time being in force (or its equivalent or substitute rate for the time then) or, in the case of an amount denominated in any currency or currency unit other than Sterling, at the rate of two percentage points per annum above the cost to the Bank (as conclusively determined by the Bank) of funding sums comparable to and in the currency unit of such amount in the London Interbank Market (or such other market as the Bank may select) for such consecutive periods (including overnight deposits) as the Bank may in its absolute discretion from time to time thereon select.</p> <p>3. Commission and other banking charges and legal, administrative and other costs, charges and expenses incurred by the Bank in relation to the Mortgage (including any acts necessary to release the Mortgaged Assets (as defined in the Mortgage) from this security) or in enforcing the security thereby created on a full and unqualified indemnity basis; and</p> <p>4. Any fees charged by the Bank for the time spent by the Bank's officials, employees or agents in dealing with any matter relating to the Mortgage. Such fees shall be payable at such rate as may be specified by the Bank.</p>	

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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

(b) by way of floating charge all present and future stock, goods, moveable plant, machinery, implements, utensils, furniture and equipment at any time placed on or used in or about (but not forming part of) the Mortgaged Property and in each case belonging to the Mortgagor or in which the Mortgagor has any interest (the 'Mortgaged Chattels').

3. By way of assignment with full title guarantee, the goodwill of the business (if any) which then was or at any time thereafter might be carried on by the Mortgagor at the Mortgaged Property and the full benefit of all present and future licences (if any) (including any permit, licence, authorisation, consent or other approval required by or given pursuant to any Environmental Law (as defined in the Mortgage)) held in connection with any business at any time carried on by the Mortgagor at the Mortgaged Property and also the full right to recover and receive all compensation which may at any time become payable to the Mortgagor by virtue of the Licensing Act 1964 or any other statutory enactment subject to re-assignment upon payment of all the Secured Obligations (as defined in the Mortgage).

4. By way of assignment with full title guarantee the benefit of all guarantees or covenants by any surety or sureties of any of the lessee's obligations under any existing lease or underlease of the Mortgaged Property subject to re-assignment upon payment of all the Secured Obligations.

5. By way of fixed charge with full title guarantee, where the Mortgagor (by virtue of an estate or interest in the Mortgaged Property) is or becomes entitled to a share or shares in any company connected with the Mortgaged Property, the entitlement to such share or shares and such share or shares when issued and all rights, benefits and advantages at any time arising in respect of the same (the 'Shares') as a continuing security for the payment to the Bank of the Secured Obligations.

6. By way of assignment with full title guarantee, the Intellectual Property Rights (as defined in the Mortgage) that arise in connection with the business (if any) then or at any time thereafter carried on by the Mortgagor at the Mortgaged Property, subject to re-assignment on payment of all the Secured Obligations.

The Mortgagor may not without the prior consent in writing of the Bank:

(a) (i) (except as expressly provided for in the Mortgage) sell, assign, licence, sub-licence, discount, factor or otherwise dispose of or deal in any other way with, the Mortgaged Assets (as defined in the Mortgage) (other than the Mortgaged Chattels);

(ii) sell or otherwise dispose of all or any part of the Mortgaged Chattels except by way of sale, assignment, licence or sub-licence in the ordinary course of business;

(b) (i) create or permit to subsist or arise any mortgage, debenture, hypothecation, charge, assignment by way of security, pledge or lien or any other encumbrance or security whatsoever (other than the Prior Mortgage(s)) over all or any part of the Mortgaged Assets;

(ii) enter into any contractual or other agreement which has or may have an economic effect similar or analogous to any such encumbrance or security as would be prohibited by (b) (i) above.

continued...

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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

By sub-clause 5.6(a) of the Mortgage, the Mortgagor covenanted that it would pay into its account or accounts with the Bank the proceeds of book and other debts, monetary claims and choses in action, rentals and other amounts charged by way of fixed charge under the Mortgage provided that the Bank shall be deemed to receive such rentals and such other amounts referred therein pursuant to the fixed charge contained in that sub-clause and not pursuant to the charge over the Mortgaged Property or as Mortgagee in possession.

SCHEDULE

The Freehold property known as or being land lying to the north of Beevor Street, Lincoln

including the entirety of the property comprised in the document(s) particulars of which are set out below:

DATE	DESCRIPTION (CONVEYANCE, LEASE, ASSIGNMENT, ASSENT, ETC)	PARTIES
------	--	---------

Land Certificate(s)
Title No(s) LL247401

Administrative Area:
Lincolnshire: Lincoln

P
+
27
1

Doc No : 550876050/538/567/634



**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

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

**COMPANY NO. 7633
CHARGE NO. 7**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A MORTGAGE DATED 16 OCTOBER
2009 AND CREATED BY WILLIAM SINCLAIR HORTICULTURE
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO LLOYDS TSB BANK PLC ON
ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT
TO CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE
28 OCTOBER 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 30 OCTOBER
2009



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES