

MR01

Particulars of a charge

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#689

COMPANIES HOUSE

✓ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument.

✗ **What this form is NOT for**
You may not use this form to
register a charge where there is n
instrument. Use form MR08.

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery.

 You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record. **Do not send the original.**

1 Company details

Company number S C 0 1 0 9 7 5
Company name in full Dobbies Garden Centres Limited

For official use
33

→ **Filling in this form**
Please complete in typescript or in
bold black capitals.

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date d2 d4 m0 m8 y2 y0 y1 y6

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge.

Name Ares Management Limited, as Security Agent
5th Floor, 6 St. Andrew Street, London EC4A 3AE

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below.

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge.

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Particulars of a charge

4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.

Brief description

ALL and WHOLE the subjects registered under Title Numbers KNR709; KNR763 and the subjects currently undergoing registration in the Land Register of Scotland under Title Number INV37538. For more details, please refer to the instrument.

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument".

Please limit the description to the available space.

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.

☐ Yes

☒ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box.

☐ Yes Continue

☒ No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box.

☒ Yes

☐ No

8

Trustee statement ¹

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge.

☐

¹ This statement may be filed after the registration of the charge (use form MR06).

9

Signature

Please sign the form here.

Signature

Signature

X *David Roper* *for the Chargee* X

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

MR01

Particulars of a 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. The contact information you give will be visible to searchers of the public record.

Contact name Emma Peveril

Company name DLA Piper Scotland LLP

Address Rutland Square

EDINBURGH

Post town

County/Region

Postcode

E H 1 2 A A

Country

DX DX: ED271 Edinburgh

Telephone 08700 111 111



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:

- ☒ [x] The company name and number match the information held on the public Register.
- ☒ [x] You have included a certified copy of the instrument with this form.
- ☒ [x] You have entered the date on which the charge was created.
- ☒ [x] You have shown the names of persons entitled to the charge.
- ☒ [x] You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
- ☒ [x] You have given a description in Section 4, if appropriate.
- ☒ [x] You have signed the form.
- ☒ [x] You have enclosed the correct fee.
- ☒ [x] Please do not send the original instrument; it must be a certified copy.



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper.

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.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10975

Charge code: SC01 0975 0033

The Registrar of Companies for Scotland hereby certifies that a charge dated 24th August 2016 and created by DOBBIES GARDEN CENTRES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 31st August 2016.

Given at Companies House, Edinburgh on 2nd September 2016



Companies House



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



WE HEREBY CERTIFY THIS TO BE A TRUE COPY
OF THE ORIGINAL

DATE 29 August 2016

SIGNED [Signature]

DLA PIPER UK LLP
DLA PIPER SCOTLAND LLP

(1) DOBBIES GARDEN CENTRES LIMITED

in favour of

(2) ARES MANAGEMENT LIMITED
as Security Agent

STANDARD SECURITY
relating to
The properties set out in Part 1 of the
Schedule

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THIS STANDARD SECURITY is

BY:

- (1) **DOBBIES GARDEN CENTRES LIMITED** a company incorporated and registered under the laws of Scotland with number SC010975 with its registered office at Melville Nurseries, Lasswade, Midlothian, EH18 1AZ (the "**Chargor**")

IN FAVOUR OF

- (2) **ARES MANAGEMENT LIMITED**, a company incorporated under the Companies Acts in England and Wales with number 05837428 and having its registered office at 5th Floor, 6 St. Andrew Street, London EC2A 3AE (the "**Security Agent**").

BACKGROUND:

- A The Security Agent has agreed to make available to the Borrower (as defined below) certain loan or other financial facilities pursuant to the Senior Facilities Agreement.
- B In consideration for those facilities being made available the Chargor has agreed to enter into this Standard Security.

IT IS AGREED:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Standard Security:

- (a) terms defined in, or construed for the purposes of, the Senior Facilities Agreement have the same meanings when used in this Standard Security (unless the same are otherwise defined in this Standard Security); and
- (b) the following terms have the following meanings:

"**Borrower**" means DanAtAugusta Midco Limited, a company incorporated under the Companies Acts in England and Wales with number 10231465 and having its registered office at Fourth Floor, 22 - 23 Old Burlington Street, London W1S 2JJ;

"**Declared Default**" means the occurrence of an Event of Default which has resulted in the Agent exercising any of its rights or issuing a notice under and in accordance with clause 26.19 (*Acceleration*) or a Material Event of Default which has resulted in the Agent exercising any of its rights or issuing a notice under and in accordance with clause 26.20 (*Revolving Facility Acceleration*) of the Senior Facilities Agreement.

"**Default Rate**" means the rate of interest specified in clause 12.3 (*Default interest*) of the Senior Facilities Agreement.

"**Event of Default**" has the meaning given to such term in the Senior Facilities Agreement;

"**Finance Document**" has the meaning given to such term in the Senior Facilities Agreement;

"Plan" means the plan annexed to this Standard Security;

"Planning Acts" means the Town and Country Planning (Scotland) Act 1997 as amended and/or replaced from time to time;

"Property" means all and whole the property or properties described in part 1 of the Schedule or such of them as shall for the time being remain subject to this Standard Security including all buildings, erections and fixtures and fittings for the time being thereon and all improvements and additions thereto and all servitudes and other heritable rights appurtenant thereto subject to and with the benefit of all leases, subleases, tenancies, agreements for lease, rights, burdens and conditions affecting the same but otherwise free from any encumbrance;

"Schedule" means the Schedule annexed to this Standard Security;

"Secured Obligations" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or alone or in any other capacity whatsoever) of each member of the Group to the Security Agent and/or the Secured Parties (or any of them) under or pursuant to any Finance Document, and all or any monies, liabilities and obligations undertaken to be paid under this Standard Security;

"Security" means a mortgage, standard security, charge, pledge, assignment, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect;

"Secured Parties" has the meaning given to that term in the Intercreditor Agreement;

"Security Period" means the period beginning on the date of this Standard Security and ending on the date on which:

- (a) all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full; and
- (b) no Secured Party has any further commitment, obligation or liability under or pursuant to the Finance Documents.

"Senior Facilities Agreement" means the senior term and revolving facilities agreement dated 17 June 2016 between (1) Danataugusta Midco Limited as Parent, (2) Danataugusta Bidco Limited as Company, (3) the entities listed in part 1 of schedule 1 to it as Original Borrowers, (4) the entities listed in part 1 of schedule 1 to it as Original Guarantors, (5) Ares Management Limited as Arranger, (6) the financial institutions listed in parts 2 and 3 of schedule 1 to it as Original Lenders, (7) Ares Management Limited as Agent, and (8) Ares Management Limited as Security Agent (as the same may be amended, supplemented, novated and/or restated from time to time); and

"Standard Security" means this standard security.

1.2 Interpretation

If there is any conflict or inconsistency between any provision of this Standard Security and any provision of the Intercreditor Agreement and/or the Senior Facilities Agreement, the provision of the Intercreditor Agreement and/or the Senior Facilities Agreement shall prevail.

2. COVENANT TO PAY

2.1 Covenant to pay

- (a) The Chargor covenants with the Security Agent to pay and discharge the Secured Obligations from time to time when they fall due.
- (b) Every payment by the Chargor of a Secured Obligation which is made to or for the benefit of a Secured Party to which that Secured Obligation is due and payable in accordance with the Finance Document under which such sum is payable to that Secured Party shall operate in satisfaction to the same extent of the covenant contained in clause 2.1(a).

3. CREATION OF SECURITY

3.1 General

All Security created under this Standard Security is:

- (a) a continuing security for the payment and discharge of the Secured Obligations;
- (b) granted in respect of all the right, title and interest (if any), present and future, of the Chargor in and to the Property; and
- (c) granted in favour of the Security Agent.

3.2 Standard Security

The Chargor grants a standard security over the Property.

4. PROVISIONS AS TO SECURITY

4.1 Continuing Security

The Security constituted by this Standard Security shall be a continuing security and will extend to the ultimate balance of the Secured Obligations and shall remain in full force and effect for the duration of the Security Period regardless of any intermediate payment or discharge by the Chargor or any other person of the whole or any part of the Secured Obligations.

4.2 Additional security

This Standard Security is in addition to, without prejudice to, and shall not merge with, any other right, remedy, guarantee or Security which the Security Agent and/or any other Secured Party may at any time hold for any Secured Obligation.

4.3 Recourse

The Security constituted by this Standard Security:

- (a) is in addition to any other Security which the Security Agent may hold at any time for the Secured Obligations (or any of them); and

- (b) may be enforced against the Chargor without the Security Agent and/or any other Secured Party first having recourse to any other right, remedy, guarantee or Security held by or available to it or any of them.

5. NEGATIVE PLEDGE

- (a) Unless otherwise agreed in writing by the Security Agent and subject to section 464(2) of the Companies Act 1985:
 - (i) the Chargor shall not create any fixed security over any part of the Property or permit to subsist any Security or any Quasi Security after its execution of this Standard Security other than a Permitted Security as permitted by the Senior Facilities Agreement; or
 - (ii) sell, transfer, lease, lend or otherwise dispose of (whether by a single transaction or a number of transactions and whether related or not and whether voluntarily or involuntarily) the whole or any part of its interest in any Security Asset (except for a Permitted Disposal or a Permitted Transaction as permitted by the Senior Facilities Agreement).

6. STANDARD CONDITIONS

- (a) The Standard Conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 as amended by the Redemption of Standard Securities (Scotland) Act 1971 (together hereinafter referred to as the "Act"), and any lawful variation thereof operative for the time being (hereinafter referred to as the "Standard Conditions") shall apply and the Standard Conditions shall be varied firstly in accordance with the provisions of this Standard Security and secondly to the extent such Standard Conditions are inconsistent with or are more onerous than the Senior Facilities Agreement. In the event of a conflict between the provisions of the Standard Conditions and the Senior Facilities Agreement, the provisions of the Senior Facilities Agreement shall apply.
- (b) Standard Condition 7 shall be varied to the effect that:
 - (i) the Security Agent shall not be required to give any notice of its exercise of the right of entry referred to in Standard Condition 7(2); and
 - (ii) the interest rate for the purposes of Standard Condition 7(3) shall be the Default Rate.
- (c) For the purposes of Standard Condition 9(1) the Chargor shall be held to be in default at any time after the Security created by this Standard Security has become enforceable pursuant to clause 9 (*Where Security becomes enforceable*), and in the event of the Chargor being in default as aforesaid, then without prejudice to any other rights and remedies available to the Security Agent by virtue of the Standard Conditions or any other Security, charge or undertaking or in any other manner the Security Agent will be entitled to exercise any of the remedies available to a creditor on default of a borrower by virtue of the provisions of the Act.

7. FURTHER ASSURANCE

- (a) The Chargor shall at its own expense, promptly do all such acts and execute all such documents (including assignments, transfers, mortgages, charges, notices and

instructions) as the Security Agent or a receiver may reasonably specify in favour of the Security Agent, a Receiver or its nominees in order to:

- (i) perfect the Security created or intended to be created under or evidenced by this Standard Security or for the exercise of any rights, powers and remedies exercisable by the Security Agent or any receiver or delegate in respect of any Security Asset or provided by or pursuant to this Standard Security or by law; and/or
 - (ii) facilitate the realisation of the Property.
- (b) Any document required to be executed by the Chargor under this clause 7 will be prepared at the cost of the Chargor.

8. WHEN SECURITY BECOMES ENFORCEABLE

The Security created by this Standard Security shall become immediately enforceable upon the occurrence of a Declared Default.

9. ENFORCEMENT OF SECURITY

9.1 Enforcement

At any time after the Security created by this Standard Security has become enforceable in accordance with clause 8 (*When security becomes enforceable*), the Security Agent may in its absolute discretion enforce all or any part of the Security created by this Standard Security in any manner it sees fit.

9.2 Protection of third parties

No person (including a purchaser) dealing with the Security Agent or its or his agents has an obligation to enquire of the Security Agent or others:

- (a) whether the Secured Obligations have become payable;
- (b) whether any power purported to be exercised has become exercisable;
- (c) whether any monies remain outstanding under the Finance Documents; or
- (d) how any monies paid to the Security Agent shall be applied.

The receipt of the Security Agent shall be an absolute and a conclusive discharge to a purchaser and shall relieve him of any obligation to see to the application of any monies paid to or by the direction of the Security Agent.

9.3 Protection of the Security Agent

The Security Agent shall not be liable by reason of entering into possession of the Property to account to the Chargor as heritable creditor in possession in respect of the Property nor shall the Security Agent be liable to the Chargor in respect of any loss on realisation or for any default or omission for which a heritable creditor in possession might otherwise be liable.

9.4 Delegation

- (a) The Security Agent and any receiver may delegate by power of attorney or in any other manner all or any of the powers, authorities and discretions which are for the time being exercisable by the Security Agent under this Standard Security to any person or persons as it shall think fit. Any such delegation may be made upon such terms and conditions (including the power to sub-delegate) as the Security Agent may think fit.
- (b) Neither the Security Agent nor any receiver shall be in any way liable or responsible to the Chargor for any losses, liabilities or expenses arising from any act, default, omission or misconduct on the part of any delegate.

9.5 Redemption of prior charges

At any time after the Security created by or under this Standard Security has become enforceable, the Security Agent may:

- (a) redeem any prior form of Security over the Property; and/or
- (b) procure the transfer of that Security to itself; and/or
- (c) settle and pass the accounts of any prior heritable creditor or chargee which once so settled and passed shall be conclusive and binding on the Chargor.

All principal, interest, costs, charges and expenses of and incidental to any such redemption and/or transfer shall be paid by the Chargor to the Security Agent on demand.

10. SET OFF

10.1 Set-off rights

The Security Agent and each other Secured Party may (but shall not be obliged to) set off any obligation which is due and payable by the Chargor and unpaid (whether under the Finance Documents or otherwise) against any obligation (whether or not matured) owed by the Security Agent or such other Secured Party to the Chargor, regardless of the place of payment, booking branch or currency of either obligation.

10.2 Set-off rights after Security is enforceable

At any time after the Security created by or under this Standard Security has become enforceable (and in addition to its rights under clause 10.1 (*Set-off rights*)), the Security Agent and each other Secured Party may (but shall not be obliged to) set-off any contingent liability owed by the Chargor under any Finance Document against any obligation (whether or not matured) owed by the Security Agent or such other Secured Party to the Chargor, regardless of the place of payment, booking branch or currency of either obligation.

10.3 Currency conversion for the purposes of set-off

If the obligations are in different currencies, the Security Agent or such other Secured Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

10.4 Unliquidated or unascertained assets

If either obligation is unliquidated or unascertained, the Security Agent or such other Secured Party may set off in an amount estimated by it in good faith to be the amount of that obligation.

11. RELEASE OF SECURITY

11.1 Release of Security

Upon the expiry of the Security Period (but not otherwise), the Security Agent shall, at the request and cost of the Chargor, take whatever action is necessary to release or re-assign (without recourse or warranty) the Security created over the Property or any part of it by this Standard Security, and return all documents or deeds of title delivered to it under this Standard Security.

12. SETTLEMENTS CONDITIONAL

If the Security Agent reasonably considers that any amount paid by the Chargor or any other person in respect of the Secured Obligations is capable of being avoided or set aside on the liquidation or administration of the Chargor, then for the purposes of this Standard Security, such amount shall not be considered to have been irrevocably paid.

13. REMEDIES AND WAIVERS

No failure to exercise, nor any delay in exercising, on the part of the Security Agent (or any other Secured Party), any right or remedy under this Standard Security shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise, or the exercise of any other right or remedy. The rights and remedies provided are cumulative and not exclusive of any rights or remedies provided by law.

14. INVALIDITY

All the provisions of this Standard Security are severable and distinct from one another and if at any time any provision is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of any of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

15. CERTIFICATES AND DETERMINATIONS

Any certificate of or determination by a Secured Party, the Security Agent or the Agent specifying the amount of any Secured Obligation due from the Chargor (including details of any relevant calculation thereof) is, in the absence of manifest error, conclusive evidence against the Chargor of the matters to which it relates.

16. APPLICATION OF MONIES

All monies received by the Security Agent or any receiver after the Standard Security become enforceable shall (subject to the rights and claims of any person having a security ranking in priority to the Standard Security) be applied in accordance with and subject to the terms of the Intercreditor Agreement.

17. SUBSEQUENT SECURITY

If the Security Agent receives notice of any other subsequent Security (other than a Permitted Security) or other interest affecting the Property, it may open a new account or accounts for the Chargor in its books. If it does not do so then, unless it gives express written notice to the contrary to the Chargor, as from the time of receipt of such notice by the Security Agent, all payments made by the Chargor to the Security Agent shall be treated as having been credited to a new account of that Chargor and not as having been applied in reduction of the Secured Obligations.

18. CONTINGENCIES

If the Security Agent enforces the Security constituted by or under this Standard Security at a time when no amounts are due to it under the Finance Documents but at a time when amounts may or will become so due, the Security Agent or receiver may pay the proceeds of any recoveries effected by it into a blocked suspense account (bearing interest at such rate (if any) as the Security Agent usually grants for accounts of that size and nature).

19. POWER OF ATTORNEY

The Chargor, by way of security, irrevocably and severally appoints the Security Agent, each receiver and any delegate to be its attorney to take any action whilst an Event of Default is continuing or the Standard Security has become enforceable, and the Chargor is obliged to take under this Standard Security, including under clause 7 (*Further assurance*), or, if no Event of Default is continuing, the Chargor has failed to take. The Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this clause.

20. TRANSFERS

- (a) The Chargor may not assign any of its rights under this Standard Security.
- (b) The Security Agent may assign or otherwise transfer all or any part of its rights under this Standard Security pursuant to the resignation or removal of the Security Agent in accordance with and subject to the terms of the Intercreditor Agreement. The Chargor shall, immediately upon being requested to do so by the Security Agent, enter into such documents as may be necessary to effect such assignation or transfer.

21. ADDITIONAL UNDERTAKINGS

21.1 Notices

The Chargor shall notify the Security Agent within 14 days of receipt of every material notice, order application, requirement or proposal given or made in relation to the Security Assets by any competent authority, and (if required by the Security Agent) immediately provide it with a copy of the same and shall either:-

- (a) Comply with such notice, order, application, requirement or proposal;
- (b) Make such objections to the same as the Security Agent may require or approve.

21.2 Compliance with obligations and laws

The Chargor shall:

- (a) Duly and punctually pay all rates, rents, Taxes, and other outgoings owed by it in respect of the Security Assets;
- (b) Comply in all respects with all obligations in relation to the Security Assets under any present and future law, regulation, order or instrument or under any bye-laws, regulations or requirements of any competent authority or other approvals, licences or consents if failure to so comply has, or is reasonably likely to have a Material Adverse Effect; and
- (c) Comply in all material respects with the covenants and obligations affecting the Security Assets (or their manner of use).

21.3 No restrictive contracts

The Chargor shall not, except with the prior written consent of the Security Agent (such consent not to be unreasonably withheld or delayed) enter into any onerous or restrictive obligation affecting any Security Asset.

21.4 Repair

The Chargor shall maintain the Property in as good a state of repair as could reasonably be expected of a business of the same nature as that operated by the Chargor.

21.5 No leasing

The Chargor shall not, except with the prior written consent of the Security Agent, confer on any person:

- (a) any lease or tenancy of the Property nor release, amend or vary the terms of any such lease or tenancy; or
- (b) accept a surrender of any lease or tenancy (whether independently or under any statutory power).

21.6 No development

The Chargor shall not carry out any development within the meaning of the Planning Acts:

- (a) in or upon any part of the Property without first obtaining such permissions as may be required under or by virtue of the Planning Acts; and
- (b) in the case of development involving a substantial change in the structure of, or a change of use of, any part of the Property, without first obtaining the written consent of the Security Agent.

21.7 Leasehold Property (Chargor as lessee)

If the Chargor holds the Property or any part of it as tenant or lessee, the Chargor shall:

- (a) not do or permit to be done anything as a result of which any such lease may be liable to irritancy or otherwise be determined;
- (b) pay the rents reserved by, and perform and observe all the material obligations and conditions of the lessee contained in, the lease;
- (c) if reasonably required enforce against the lessor the obligations given by the lessor in the lease;
- (d) not amend or vary the terms of such lease without the prior written consent of the Security Agent; and
- (e) promptly notify the Security Agent of any event or circumstance which is reasonably likely to lead to the lease being irritated or subject to determination.

21.8 Inspection by Security Agent

Subject to the terms of any then subsisting occupational leases, the Chargor shall permit the Security Agent and any person nominated by it at all reasonable times with reasonable notice to enter any part of the Property and view the state of same.

21.9 Not prejudice

The Chargor shall not do, cause or permit to be done anything which may materially depreciate, materially jeopardise or otherwise materially prejudice the value or marketability of the Property from time to time mortgaged or charged (or expressed to be mortgaged or charged) by or pursuant to any of the Transaction Security Documents taken as a whole (or make any omission which has such an effect).

22. NOTICES

22.1 Senior Facilities Agreement

Clause 35 of the Senior Facilities Agreement (Notices) (relating to all communications to be made under the Senior Facilities Agreement) is incorporated into this Standard Security as if fully set out in this Standard Security except that references to the Senior Facilities Agreement shall be construed as references to this Standard Security. The address and fax numbers of each party for all communications or documents given under or in connection with this Standard Security are those identified with its name in the execution pages to this Standard Security or subsequently notified from time to time by the relevant party for the purposes of the Senior Facilities Agreement or this Standard Security.

23. FINANCIAL COLLATERAL

To the extent that the Standard Security constitutes a "security financial collateral arrangement" and the Property constitutes "financial collateral" for the purpose of the Financial Collateral Arrangements (No 2) Regulations 2003 (Regulations), the Security Agent shall have the right at any time after the Standard Security becomes enforceable, to appropriate all or any part of the Property in or towards discharge of the equivalent amount of the Secured Obligations. For the purpose of this clause 23, the value of the financial collateral

appropriated shall be such amount as the Security Agent or receiver reasonably determines having taken into account advice obtained by it from an independent investment or accountancy firm of national standing selected by it.

24. LAND AND BUILDINGS TRANSACTION TAX

The Chargor shall pay all land and buildings transaction tax and other similar taxes or duties payable on or arising out of or in consequence of:

- (a) the creation of the Security constituted by this Standard Security; and
- (b) the execution and delivery of this Standard Security and any documents executed pursuant hereto.

25. REGISTRATION

The Chargor consents to the registration of this Standard Security for preservation.

26. GOVERNING LAW AND JURISDICTION

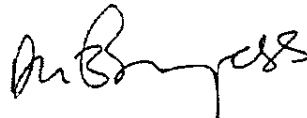
- (a) This Standard Security shall be governed by and construed in accordance with the laws of Scotland.
- (b) The courts of Scotland have exclusive jurisdiction to settle any dispute arising out of or in connection with this Standard Security (including a dispute relating to the existence, validity or termination of this Standard Security or any non-contractual obligation arising out of or in connection with this Standard Security) ("**Dispute**").
- (c) The Parties agree that the courts of Scotland are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- (d) This clause 26 is for the benefit of the Finance Parties and Secured Parties only. As a result, the Finance Parties and Secured Parties shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Finance Parties and Secured Parties may take concurrent proceedings in any number of jurisdictions.

27. WARRANDICE

The Chargor grants warrandice but excepting therefrom all leases, licences, wayleaves and other rights of access, use and/or occupation affecting the Property existing as at the date hereof. IN WITNESS WHEREOF this Standard Security consisting of this and the eleven preceding pages, together with the Schedule and Plan annexed are executed as follows:

SUBSCRIBED for and on behalf of the said DOBBIES GARDEN CENTRES LIMITED

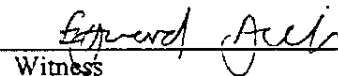
at 22-23 OLD BURLINGTON ST, LONDON
on 17 AUGUST 2016
by DAVID BURGESS
(DEVELOPER CYRACUS & BURGESS)



Print Full name
before this witness:

Director

EDWARD DICK
Print Full Name
Address:


Witness

7 BUNHILL ROW
LONDON
EC1A 8YH

THIS IS THE SCHEDULE REFERRED TO IN THE FOREGOING STANDARD SECURITY GRANTED BY DOBBIES GARDEN CENTRES LIMITED IN FAVOUR OF ARES MANAGEMENT LIMITED, AS SECURITY AGENT

THE SCHEDULE

Part 1: The Property

Address	Administrative Area	Title Number / Conveyancing Description
Inverness Inshes Superstore, Inshes Retail Park, Milton of Inshes, Inverness, IV2 3TW	Inverness	ALL and WHOLE the tenant's interest in the lease between Tesco Stores Limited and Dobbies Garden Centres Limited dated 17 March 2014 and 27 August 2014 and registered in the Books of Council and Session on 11 February 2016, as subsequently amended or varied from time to time, and currently undergoing registration in the Land Register of Scotland in respect of ALL and WHOLE the plot of ground forming part of the Development (hereinafter defined) shown outlined in red on the Plan together with (1) the retail unit built thereon, extending to 44,000 square feet or thereby gross internal area; (2) all doors and entrance ways leading into the said retail unit and adjoining premises; (3) any additions and improvements made to the same during the duration of the lease (excluding those in the nature of tenants' fixtures and fittings); and (4) and landlords' fixtures and fittings from time to time in and about the same; forming part and portion of ALL and WHOLE that plot of ground forming part of ALL and WHOLE that retail warehouse development in the ownership of the Landlord at Dell of Inshes, Inverness comprising retail units with ancillary storage accommodation, car parking, pedestrian area, landscaped areas and others erected on (1) ALL and WHOLE the lands and others in the County of Inverness comprising (IN THE FIRST PLACE) ALL and WHOLE those four contiguous areas of ground extending respectively to Four acres or thereby. Three hundred and forty eight one thousandth parts of an acre or thereby, Seventy eight one thousandth parts of an acre or thereby and One acre and One

		<p>hundred thousandth parts of an acre or thereby, all forming part of the Farm of Drakies in the said County of Inverness being the subjects more particularly described in, disposed by and shown enclosed by heavy black lines and marked respectively "Area 1", "Area 2", "Area 3" and "Area 4" on the plan annexed and executed as relative to Disposition by Alasdair Matheson in favour of Morrison Developments Limited dated Fifth November and recorded in the Division of the General Register of Sasines applicable to the County of Inverness on Fifteenth December both months in the year Nineteen hundred and Eighty two; (IN THE SECOND PLACE) ALL and WHOLE those two contiguous plots or areas of land lying in the County foresaid extending together to Two hundred and forty seven one thousandth parts of a hectare or thereby being the subjects more particularly described in, disposed by and shown coloured pink and hatched black respectively on the plan annexed and executed as relative to Disposition by The Secretary of State for Scotland with consent in favour of Co-Operative Wholesale Society Limited dated Fourth and Seventeenth November and recorded in the said Division of the General Register of Sasines on Fourteenth December both months in the year Nineteen hundred and Eighty three; (IN THE THIRD PLACE) ALL and WHOLE that area of ground extending to One acre and forty three hundredth parts of an acre or thereby forming part of the said Farm of Drakies in the County foresaid being the subjects more particularly described in, disposed by and shown delineated in red, coloured pink and marked "Plot No 4" on the plan annexed and signed as relative to Disposition by Alasdair Matheson in favour of Lorna Susan Matheson or Mackintosh dated Fourth April Nineteen hundred and Eighty four and recorded in the said Division of the General Register of Sasines on Thirtieth January Nineteen hundred and Eighty Five; (IN THE FOURTH PLACE) ALL and WHOLE that area of ground extending to One acre and fifty six hundredth parts of an acre or</p>
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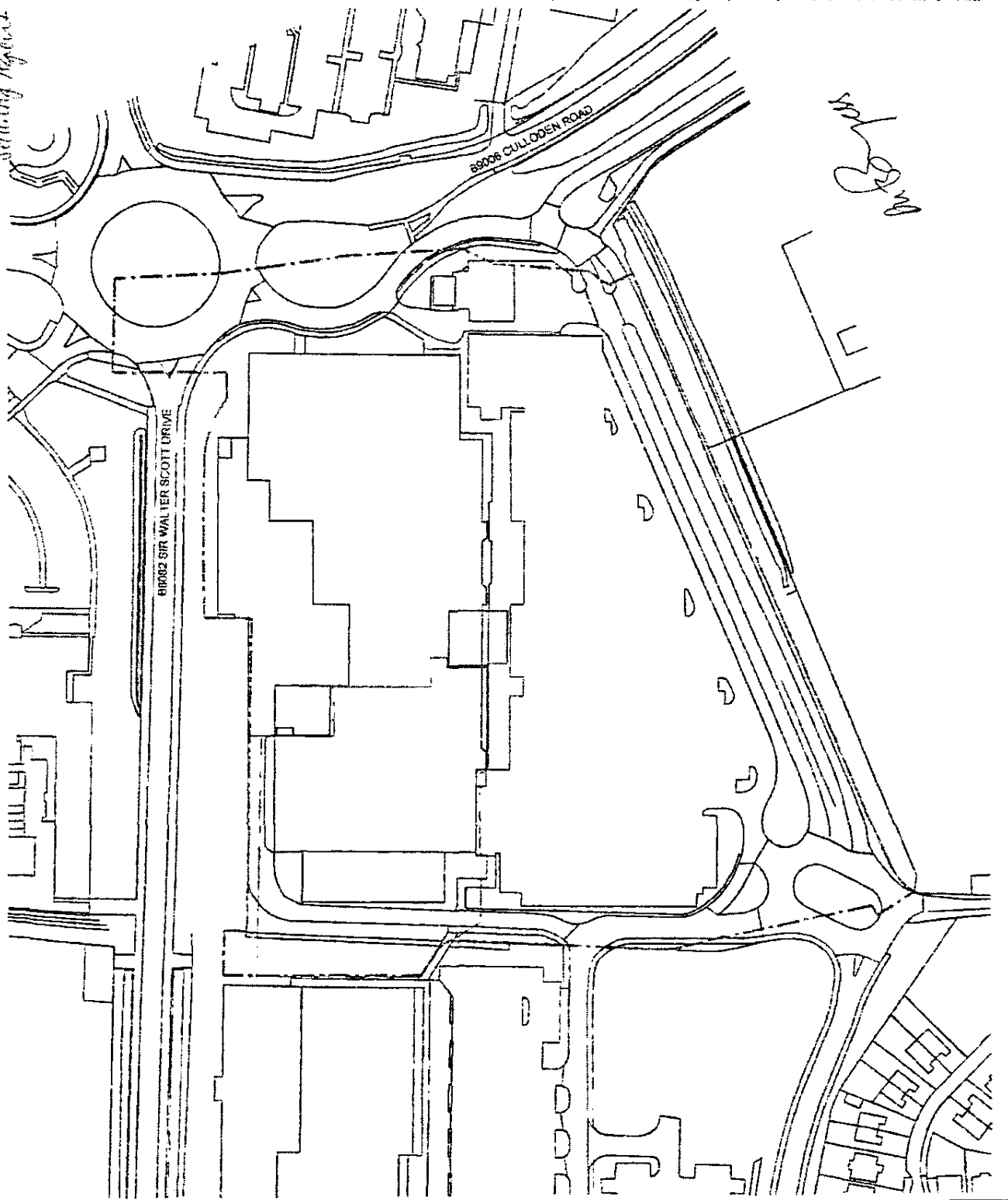
		<p>thereby forming part of the said Farm of Drakies in the County foresaid being the subjects more particularly described in and disposed by Disposition by Angus Macrae Matheson and others as Executors of the late Alasdair Simon Matheson in favour of the Co-Operative Wholesale Society Limited dated Twenty fifth May and Sixteenth June and recorded in the said Division of the General Register of Sasines on Twenty eight June both months in the year Nineteen hundred and eighty eight; (IN THE FIFTH PLACE) ALL and WHOLE that area of ground extending to One acre and four tenth parts of an acre or thereby forming part of the said Farm of Drakies in the County foresaid being the subjects more particularly described in, disposed by and shown delineated in red, coloured pink and marked "Plot No 2" on the plan annexed and executed as relative to Disposition by Alasdair Matheson in favour of Angus Macrae Matheson and another as Trustees thereinmentioned dated Fourth April Nineteen hundred and Eighty four and recorded in the said Division of the General Register of Sasines on Thirtieth January Nineteen hundred and Eighty five; (IN THE SIXTH PLACE) ALL and WHOLE that area of ground extending to One acre and forty two hundredth parts of an acre or thereby forming part of the said Farm of Drakies in the County foresaid being the subjects more particularly described in, disposed by and shown delineated in red, coloured pink and marked "Plot No 3" on the plan annexed and signed as relative to Disposition by Alasdair Matheson in favour of David Alexander Matheson dated Fourth April Nineteen hundred and Eighty four and recorded in the said Division of the General Register of Sasines on Thirtieth January Nineteen hundred and Eighty five; (IN THE SEVENTH PLACE) ALL and WHOLE that plot or area of ground forming part of the farm and lands of Beechwood and Drumrossach in the County foresaid extending to One hectare and Four hundred and thirty three decimal or one thousandth parts of a hectare or thereby being the subjects more particularly described in, disposed by and</p>
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		<p>delineated in red and coloured pink on the plan annexed and executed as relative to Disposition by The Secretary of State for Scotland in favour of Co-operative Wholesale Society Limited dated Twenty seventh December Nineteen hundred and Eighty nine and recorded in the said Division of the General Register of Sasines on Fifteenth January Nineteen hundred and Ninety; (IN THE EIGHTH PLACE) the dominium directum of ALL and WHOLE that plot or area of ground extending to Two acres and Sixty three decimal or one thousandth parts of an acre or thereby in the Estate of Inshes in the County foresaid under exception being the subjects more particularly described in and in feu farm disposed by Feu Disposition by Rosemary Griffin in favour of Upland Tulloch Developments Limited dated Sixth and recorded in the said Division of the General Register of Sasines on Ninth, both days of May, Nineteen hundred and Ninety seven; (IN THE NINTH PLACE) the dominium directum of ALL and WHOLE that plot or area of ground extending to Fifty four thousand seven hundred and twenty square metres or thereby forming part of Holding Number One, Inshes, Inverness in the foresaid County being the subjects more particularly described in, in feu farm disposed by and shown delineated in red on the plan annexed and signed as relative to Feu Disposition by Ian Hugh MacIennan Grant and Mrs Nancy Grant in favour of Teesloch Limited dated Twenty seventh March and recorded in the said Division of the General Register of Sasines on Thirteenth April both months in the year Nineteen hundred and ninety eight; and (IN THE TENTH PLACE) the dominium directum of ALL and WHOLE that plot or area of ground at Dell of Inshes in the foresaid County being the subjects more particularly described in and in feu farm disposed by Feu Disposition by Daniel's Sweet Herring Limited in Favour of Aspectlocal Property Management Limited dated Nineteenth February and recorded in the said Division of the General Register of Sasines on Twenty ninth June both months in the year Nineteen hundred and</p>
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		Ninety eight; (2) the subjects registered in the Land Register of Scotland under Title Number INV315321; and (3) the subjects registered in the Land Register of Scotland under Title Number INV31658, all as shown outlined in green on the Plan (the "Development").
Turfhills Garden Centre, Kinross, KY13 0NQ	Kinross	KNR763 and KNR709

an B. pers

This is the plan referred to in the foregoing Standard Security by Dobbies (as the center) and is intended as a plan of the management building, as a security report



(---) LEASE AREA
 (---) COMMON OBBY
 (---) LEGAL BOUNDARY

COMMON OBBY AREA LAYOUT
 DATE: 12/01/01
 DRAWN BY: [illegible]
 CHECKED BY: [illegible]
 APPROVED BY: [illegible]

Manson Architects

Project No. [illegible]
 Date: [illegible]
 Drawn by: [illegible]
 Checked by: [illegible]
 Approved by: [illegible]

DOBBIES

COMMON OBBY AREA LAYOUT

DATE: 12/01/01

DRAWN BY: [illegible]

CHECKED BY: [illegible]

APPROVED BY: [illegible]

PROJECT NO. [illegible]

DATE: 12/01/01

DRAWN BY: [illegible]

CHECKED BY: [illegible]

APPROVED BY: [illegible]

PROJECT NO. [illegible]

DATE: 12/01/01

DRAWN BY: [illegible]

CHECKED BY: [illegible]

APPROVED BY: [illegible]

PROJECT NO. [illegible]

DATE: 12/01/01

DRAWN BY: [illegible]

CHECKED BY: [illegible]

APPROVED BY: [illegible]

PROJECT NO. [illegible]

DATE: 12/01/01

DRAWN BY: [illegible]

CHECKED BY: [illegible]

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