



**Registration of a Charge**

Company name: **ASHTENNE INDUSTRIAL FUND NOMINEE NO.1 LIMITED**

Company number: **04222564**



X9CMFQ4R

Received for Electronic Filing: **31/08/2020**

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**Details of Charge**

Date of creation: **18/08/2020**

Charge code: **0422 2564 0192**

Persons entitled: **SITUS ASSET MANAGEMENT LIMITED (AS COMMON SECURITY AGENT)**

Brief description: **ALL AND WHOLE EACH OF THE SECURITY SUBJECTS DETAILED IN THE SCHEDULE TO THE CHARGE, INCLUDING: (1) ALL AND WHOLE THOSE SUBJECTS AT UNIT 1A, UNIT 1, UNIT 2, UNIT 3, UNIT 4, UNIT 5, UNIT 6, UNIT 7, UNIT 8 AND UNIT 9, BARCLAYHILL PLACE, PORTLETHEN, ABERDEEN AB12 4PF BEING THE SUBJECTS REGISTERED IN THE LAND REGISTER OF SCOTLAND UNDER TITLE NUMBER KNC4627; (2) ALL AND WHOLE THOSE SUBJECTS AT UNIT 6 BLOCK 4, CHAPELHALL INDUSTRIAL ESTATE, AIRDRIE BEING THE SUBJECTS REGISTERED IN THE LAND REGISTER OF SCOTLAND UNDER TITLE NUMBER LAN134328 (...CONTINUED, FOR MORE DETAILS OF THE CHARGED SUBJECTS AND FOR DEFINITIONS OF CAPITALISED TERMS, PLEASE REFER TO THE CHARGE.)**

**Contains negative pledge.**

**Chargor acting as a bare trustee for the property.**

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**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

## Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **BRODIES LLP**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 4222564

Charge code: 0422 2564 0192

The Registrar of Companies for England and Wales hereby certifies that a charge dated 18th August 2020 and created by ASHTENNE INDUSTRIAL FUND NOMINEE NO.1 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 31st August 2020 .

Given at Companies House, Cardiff on 1st September 2020

The above information was communicated by electronic means and authenticated  
by the Registrar of Companies under section 1115 of the Companies Act 2006



**Companies House**



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

*Reid*

BRODIES LLP  
Solicitors

EXECUTION VERSION

STANDARD SECURITY

Date: 28 August 2020  
Ref: BAN45.28

by

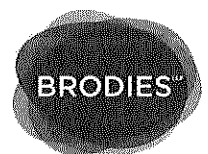
ASHTENNE INDUSTRIAL FUND NOMINEE NO.1 LIMITED and ASHTENNE INDUSTRIAL FUND  
NOMINEE NO.2 LIMITED as Trustees for the  
ASHTENNE INDUSTRIAL FUND LIMITED PARTNERSHIP  
(as Chargor)

in favour of

SITUS ASSET MANAGEMENT LIMITED  
(as Common Security Agent for the Common Secured Parties)

Security Subjects: Each of the secured subjects detailed in the Schedule

Brodie's LLP  
15 Atholl Crescent  
Edinburgh EH3 8HA  
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2020  
Ref: MXM.KLRF.BAN45.28



ENLIGHTENED THINKING

FOR THE PURPOSES OF THE LEGAL WRITINGS (COUNTERPARTS AND DELIVERY) (SCOTLAND) ACT 2015, THIS STANDARD SECURITY IS DELIVERED ON 5 August 2020

STANDARD SECURITY by:

- 1 **ASHTENNE INDUSTRIAL FUND NOMINEE NO.1 LIMITED** a company incorporated in England and Wales with registered number 04222564 and having its registered office at 1 Bartholomew Lane, London EC2N 2AX, and **ASHTENNE INDUSTRIAL FUND NOMINEE NO.2 LIMITED** a company incorporated in England and Wales with registered number 04222573 and having its registered office at 1 Bartholomew Lane, London EC2N 2AX, as Trustees for **THE ASHTENNE INDUSTRIAL FUND LIMITED PARTNERSHIP**, a limited partnership established in England and Wales with registered number LP007663 and having its principal place of business at 1 Bartholomew Lane, London EC2N 2AX (the **Chargor**);

in favour of

- 2 **SITUS ASSET MANAGEMENT LIMITED**, incorporated under the Companies Acts in England and Wales (Company Number 06738409) and having its registered office at 34<sup>th</sup> Floor, 25 Canada Square, Canary Wharf, London E14 5LB, as common security agent and trustee for each of the Common Secured Parties (the **Common Security Agent**, which expression shall include its successors and assignees as trustee foresaid from time to time).

# **1 Interpretation**

## **1.1 Definitions**

In this Standard Security:

**Common Secured Debt Document** has the meaning given to it in the Intercreditor Agreement.

**Common Secured Obligations** has the meaning given to it in the Intercreditor Agreement.

**Common Secured Party** has the meaning given to it in the Intercreditor Agreement.

**Common Transaction Security Document** has the meaning given to it in the Intercreditor Agreement.

**Event of Default** has the meaning given to it in the Intercreditor Agreement.

**Facilities Agreements** means the Senior Facilities Agreement and the Mezzanine Facility Agreement.

**Instructing Group** has the meaning given to it in the Intercreditor Agreement.

**Intercreditor Agreement** means the intercreditor agreement entered into on or around the date of delivery hereof between, amongst others, Potter Pledgeco Ltd. as the senior company and Situs

Asset Management Limited as senior facility agent and common security agent (as amended, varied, novated or supplemented from time to time).

**Leases** means any present or future lease, underlease, sub-lease, licence, tenancy or other right to occupy or use all or any part of the Security Subjects, any right to receive rent or other income in respect of all or any part of the Security Subjects and any agreement for the grant of any of the foregoing as the same may be amended, supplemented or varied in any way from time to time.

**Mezzanine Facility Agreement** means the mezzanine facility agreement entered into or to be entered into in accordance with the Intercreditor Agreement between, amongst others, Potter Mezzco Ltd as the company and Situs Asset Management Limited as the facility agent and the mezzanine security agent (as amended, varied, novated or supplemented from time to time).

**Party** means a party to this Standard Security.

**Schedule** means the schedule annexed and executed as relative hereto.

**Security** prior to the Senior Discharge Date, has the meaning given to it in the Senior Facilities Agreement, and on or after the Senior Discharge Date, has the meaning given to it in the Mezzanine Facility Agreement.

**Security Period** means the period beginning on the date of delivery of this Standard Security and ending on the date on which all the Common Secured Obligations have been unconditionally and irrevocably paid and discharged in full, as confirmed by the Common Security Agent in writing.

**Security Subjects** means ALL and WHOLE each of the secured subjects detailed in the Schedule.

**Senior Discharge Date** has the meaning given to it in the Intercreditor Agreement.

**Senior Facilities Agreement** means the senior facilities agreement entered into on or around the date of delivery hereof between, amongst others, Potter Pledgeco Ltd. as the company, Situs Asset Management Limited as the facility agent and the Common Security Agent (each as defined in that agreement as amended, varied, novated or supplemented from time to time).

**Standard Conditions** means the conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970.

## 1.2 Construction

1.2.1 Capitalised terms defined in the Intercreditor Agreement have, unless expressly defined in this Standard Security, the same meaning in this Standard Security.

1.2.2 The provisions of Clause 1.2 (*Construction*) of the Intercreditor Agreement apply to this Standard Security as though they were set out in full in this Standard Security except

that references to the Intercreditor Agreement are to be construed as reference to this Standard Security.

1.2.3 In this Standard Security:

- 1.2.3.1 the Schedule is a reference to the Schedule annexed to this Standard Security and references to this Standard Security include its Schedule;
- 1.2.3.2 this Standard Security (and any provisions of it) or any other document referred to in this Standard Security shall be construed as references to it for the time being as amended, varied, supplemented, restated, substituted or novated from time to time;
- 1.2.3.3 unless the context otherwise requires, the term "**enforceable**" when used in the context of this Standard Security means enforceable in accordance with Clause 4.1 (*Default*) and/or the Standard Conditions;
- 1.2.3.4 reference to a Common Secured Debt Document or other document includes (without prejudice to any prohibition on amendments) all amendments and supplements however fundamental to that Common Secured Debt Document or other document, including any amendment or supplement providing for further advances or any extension of or any increase in the amount of a facility or any additional facility;
- 1.2.3.5 the term **this Standard Security** means any security created by or pursuant to this Standard Security; and
- 1.2.3.6 a reference to any asset, unless the context other requires, includes any present and future asset.

1.2.4 Any covenant and/or undertaking of the Chargor under this Standard Security (other than a payment obligation) remains in force during the Security Period.

1.2.5 If the Common Security Agent considers that an amount paid to a Common Secured Party under a Common Secured Debt Document is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Standard Security.

1.2.6 References to the "debtor" in the Standard Conditions shall include the Chargor.

## **2 Undertaking to Pay**

The Chargor undertakes to the Common Security Agent for itself and on behalf of each of the Common Secured Parties that it will pay or discharge the Common Secured Obligations in the manner provided for in the Common Secured Debt Documents.

## **3 Security**

- 3.1 As continuing security for the payment and discharge of all the Common Secured Obligations, the Chargor grants a standard security in favour of the Common Security Agent over ALL and WHOLE each of the Security Subjects.
- 3.2 The Common Security Agent holds the benefit of this Standard Security on trust for the Common Secured Parties under the terms of the Intercreditor Agreement.

## **4 Standard conditions**

Subject to Clause 5 (*Conflict*) of this Standard Security, the Standard Conditions, and any lawful variation thereof operative for the time being, shall apply and the Standard Conditions shall be varied in so far as lawful and applicable by (One) the whole terms, undertakings, obligations, powers, rights, provisions and others contained in the Facilities Agreements; and (Two) the Standard Conditions shall be further varied in so far as lawful and applicable as follows:

### **4.1 Default**

- 4.1.1 For the purpose of Standard Condition 9(1)(b) the Chargor shall be held to be in default if an Event of Default occurs and is continuing, and in the event of the Chargor being in default as aforesaid, then without prejudice to any other rights and remedies available to the Common Security Agent by virtue of the Standard Conditions or otherwise, 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 Conveyancing and Feudal Reform (Scotland) Act 1970 (as amended).

### **4.2 Restrictions on Dealings**

- 4.2.1 Except as expressly permitted under or as created under or pursuant to a Common Secured Debt Document or as created under or pursuant to a Common Transaction Security Document, the Chargor may not create or permit to subsist any Security on the Security Subjects (except for this Standard Security).
- 4.2.2 Except as expressly permitted under a Common Secured Debt Document, the Chargor may not sell, transfer, licence, convey, lease or otherwise dispose of the Security Subjects or any part of them.



#### 4.3 Liability

Whilst an Event of Default is continuing, if the Common Security Agent shall enter into possession of the Security Subjects the Common Security Agent shall be entitled (if it thinks fit) at the expense and risk of the Chargor to remove, store, sell or otherwise deal with any furniture, goods, equipment or other moveable property left in or upon the Security Subjects and not removed within fourteen days of the Common Security Agent entering into possession, without the Common Security Agent being liable for any loss or damage occasioned by the exercise of this power, except in the case of gross negligence, wilful misconduct or fraud on behalf of the Common Security Agent. The Common Security Agent shall however be subject to an obligation to account for actual receipts in respect of the proceeds of any such sale after deducting all expenses incurred by the Common Security Agent in relation to such furniture, goods, equipment or other moveable property.

#### 4.4 Protection of third parties

No person (including a purchaser) dealing with the Common Security Agent or its nominee or its or his agents will be concerned to enquire:

- 4.4.1 whether the Common Secured Obligations have become payable;
- 4.4.2 whether any power which the Common Security Agent is purporting to exercise has become exercisable or is being properly exercised;
- 4.4.3 whether any money remains due under the Common Secured Debt Documents; or
- 4.4.4 how any money paid to the Common Security Agent is to be applied.

#### 4.5 Redemption of prior security

Whilst an Event of Default is continuing, the Common Security Agent may:

- 4.5.1 redeem any prior Security against or relating to the Security Subjects; and/or
- 4.5.2 procure the transfer of that Security to itself or its nominee; and/or
- 4.5.3 settle and pass the accounts of the prior security holder, chargee or encumbrancer; any accounts so settled and passed will be, in the absence of manifest error, conclusive and binding on the Chargor.

The Chargor must pay to the Common Security Agent or its nominee, immediately on demand, the costs and expenses incurred by the Common Security Agent in connection with any such redemption and/or transfer, including the payment of any principal or interest.

#### 4.6 Contingencies

If this Standard Security is enforced at a time when no amount is due under the Common Secured Debt Documents but at a time when amounts will become due, the Common Security Agent may pay the proceeds of any recoveries effected by it into a suspense account or other account selected by it.

#### 4.7 Application of proceeds

4.7.1 Any monies received by the Common Security Agent whilst this Standard Security is enforceable must be applied in accordance with Clause 11 (*Application of enforcement proceeds*) of the Intercreditor Agreement.

4.7.2 This Clause is subject to the payment of any claims preferred by any bankruptcy, insolvency, liquidation or other similar laws of general application having priority over this Standard Security. This Clause does not prejudice the right of any Common Secured Party to recover any shortfall from the Chargor.

#### 4.8 Further assurance

The Chargor must, at its own expense or, if the action is required by a Lender or the Common Security Agent as a result of the assignment, assignation or transfer to any person in connection with any syndication and/or Securitisation (as defined in the Senior Facilities Agreement), then at the expense of such Lender, take whatever action the Common Security Agent may require for:

- 4.8.1 creating, perfecting or protecting any security intended to be created by or pursuant to this Standard Security; or
- 4.8.2 at any time whilst the security intended to be created by or pursuant to this Standard Security is enforceable, facilitating the realisation of any of the Security Subjects, or the exercise of any right, power or discretion exercisable by the Common Security Agent or any of its delegates or sub-delegates in respect of any of the Security Subjects.

This includes:

- 4.8.2.1 at any time whilst this Security is enforceable, the execution of any transfer, disposition, assignation or conveyance of or over any of the Security Subjects, whether to the Common Security Agent or to its nominee; or
- 4.8.2.2 the giving of any notice, order or direction and the making of any registration,

which, in any such case, the Common Security Agent may think expedient.

#### **4.9 Delegation**

- 4.9.1 The Common Security Agent may delegate by power of attorney or in any other manner to any person any right, power or discretion exercisable by it under this Standard Security.
- 4.9.2 Any such delegation may be made upon any terms (including power to sub-delegate) which the Common Security Agent may think fit.
- 4.9.3 The Common Security Agent will not be in any way liable or responsible to the Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any delegate or sub-delegate (unless such acts, defaults, omissions or misconducts arise from the gross negligence, fraud or wilful misconduct of the Common Security Agent).

#### **4.10 Deposit of title deeds**

- 4.10.1 The Chargor must ensure that all deeds and documents of title relating to the Security Subjects and all search certificates and similar documents received by it or on its behalf are:
  - 4.10.1.1 deposited with the Common Security Agent; or
  - 4.10.1.2 held to the order of the Common Security Agent by a firm of solicitors approved by the Common Security Agent (and the law firms Herbert Smith Freehills LLP, DWF LLP, Womble Bond Dickinson LLP, Geldards LLP, Clarke Willmott LLP, Jones Day, DLA Piper International LLP and Bryan Cave Leighton Paisner LLP in their respective capacities as solicitors for the Chargors (or any of them) are hereby approved by the Common Security Agent for such purpose.

#### **5 Conflict**

To the extent that the terms of the Standard Conditions conflict with or are inconsistent with the terms of this Standard Security or the Facilities Agreements then the terms of this Standard Security or the Facilities Agreements shall (to the extent of that conflict or inconsistency and to the extent permitted by law) prevail and have effect in preference to the Standard Conditions.

#### **6 Mandate and attorney**

The Chargor irrevocably and severally appoints the Common Security Agent and any of its delegates or sub-delegates to be its mandatory and attorney (even in cases of self-contracting, multiple representation or conflict of interest) to take any action which the Chargor is obliged to take under this Standard Security and to exercise or delegate the exercise of any of the rights, powers and authorities conferred on them by or pursuant to this Standard Security, provided that

such power of attorney may only be exercised whilst an Event of Default is continuing and, to the extent permissible by law, shall not terminate by virtue of bankruptcy or similar proceedings affecting the Chargor. The Chargor ratifies and confirms whatever any attorney does or purports to do under its appointment under this Clause.

## **7 Miscellaneous**

- 7.1 If any subsequent charge or other interest affects any of the Security Subjects, a Common Secured Party may open a new account on behalf of the Chargor.
- 7.2 If a Common Secured Party does not open a new account, it will nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice of that charge or other interest.
- 7.3 As from that time all payments made to a Common Secured Party will be credited or be treated as having been credited to the new account and will not operate to reduce any Common Secured Obligations.
- 7.4 The Common Security Agent executes this Standard Security as common security agent in the exercise of the rights, powers and authority conferred and vested in it under the Intercreditor Agreement and any other Common Secured Debt Document for and on behalf of the Common Secured Parties for whom it acts. It will exercise its powers, rights, duties and authority under this Standard Security in the manner provided for in the Intercreditor Agreement and, in so acting, the Common Security Agent shall have the protections, immunities, limitations of liabilities, rights, powers, authorisations, indemnities and benefits conferred on it under and by the Intercreditor Agreement and the other Common Secured Debt Documents.
- 7.5 The Common Security Agent shall not owe any fiduciary duties to any party to this Standard Security or any of their directors, employees, agents or affiliates.
- 7.6 Notwithstanding any other provisions of this Standard Security, in acting under and in accordance with this Standard Security the Common Security Agent is entitled to seek instructions from the Instructing Group in accordance with the provisions of the Intercreditor Agreement and at any time, and where it so acts or refrains from acting on the instructions of the Instructing Group, the Common Security Agent shall not incur any liability to any person for so acting or refraining from acting.
- 7.7 The Chargor in its capacity as trustee, directs that the capital arising in connection with, and the proceeds of, the Security granted by or pursuant to this Standard Security be applied in accordance with this Standard Security.

## **8 Release**

At the end of the Security Period or as otherwise provided for in accordance with the terms of the Common Secured Debt Documents, the Common Secured Parties must promptly, at the request

and cost of the Chargor, take whatever action is necessary to release the Security Subjects from this Standard Security.

## **9 Partial Invalidity**

If, at any time, any provision of this Standard Security is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of that provision under the law of any other jurisdiction will in any way be affected or impaired.

## **10 Notices**

Any communication to be made under or in connection with this Standard Security shall be made in accordance with Clause 17 (*Notices*) of the Intercreditor Agreement (other than any Calling-up-Notices or Notices of Default which shall be served in accordance with Sections 19 and 21, respectively, of the Conveyancing and Feudal Reform (Scotland) Act 1970).

## **11 Certificates**

A certificate signed by any official, manager or equivalent account officer of the Common Security Agent shall, in the absence of manifest error, conclusively determine the Common Secured Obligations at any relevant time.

## **12 Counterparts**

### **12.1 Where executed in counterparts:**

12.1.1 this Standard Security shall not take effect until all of the counterparts have been delivered; and

12.1.2 delivery will take place when the date of delivery is agreed between the parties after execution of this Standard Security as evidenced by the date inserted at the start of this Standard Security.

## **13 Governing law and jurisdiction**

13.1 This Standard Security and any non-contractual obligations arising out of or in connection with it are governed by Scots law.

13.2 The Scottish courts have exclusive jurisdiction to settle any dispute arising out of or in connection with this Standard Security (including a dispute relating to non-contractual obligations arising from or in connection with this Standard Security or a dispute regarding the existence, validity or termination of this Standard Security) (a **Dispute**).

13.3 The Parties agree that the courts of Scotland are the most appropriate and convenient courts to settle Disputes and accordingly no party to this Standard Security will argue to the contrary.

- 13.4 This Clause 13 is for the benefit of the Common Secured Parties only. As a result, no Common Secured Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Common Secured Parties may take concurrent proceedings in any number of jurisdictions.

**14 Warrandice**

And we grant warrandice excluding the Leases.

**15 Consent and authorisation**

- 15.1 The Chargor and the Common Security Agent consent to the registration of these presents and any certificate referred to in Clause 11 (Certificates) for preservation.
- 15.2 The Chargor hereby authorises the Common Security Agent or its agent to insert the date of delivery of this Standard Security at the start of this Standard Security.

IN WITNESS WHEREOF these presents consisting of this and the preceding 9 pages and the Schedule are executed as follows, and, if executed in counterpart in terms of the Legal Writings (Counterpart and Delivery) (Scotland) Act 2015, are delivered for the purposes of that Act on the date set out on page 1 of this Standard Security:

**CHARGOR**

SUBSCRIBED for and on behalf of  
**ASHTENNE INDUSTRIAL FUND NOMINEE NO.1 LIMITED** as Trustee for  
**THE ASHTENNE INDUSTRIAL FUND LIMITED PARTNERSHIP**  
 acting by

signature of witness

DAVID CARMER

full name of above (print)

37-43 SACKVILLE STREET  
 LONDON

W1S 3DL

Address of witness

signature of director/secretary/authorised  
 signatory/attorney

JANINE McDONALD

full name of above (print)

29 JULY 2020  
 date of signing

LONDON  
 place of signing

SUBSCRIBED for and on behalf of  
**ASHTENNE INDUSTRIAL FUND NOMINEE NO.2 LIMITED** as Trustee for  
**THE ASHTENNE INDUSTRIAL FUND LIMITED PARTNERSHIP**  
 acting by

signature of witness

DAVID FARMER

full name of above (print)

37-43 SACKVILLE STREET

LONDON

W1S 3DL

Address of witness

signature of director/secretary/authorised  
 signatory/attorney

SANINE McDONALD

full name of above (print)

29 JULY 2020

date of signing

LONDON

place of signing

#### COMMON SECURITY AGENT

SUBSCRIBED for and on behalf of  
**SITUS ASSET MANAGEMENT LIMITED** (as Common Security Agent)  
 acting by

signature of witness

full name of above (print)

Address of witness

signature of director/secretary/authorised  
 signatory/attorney

full name of above (print)

date of signing

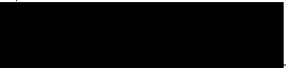

place of signing

SUBSCRIBED for and on behalf of  
**ASHTENNE INDUSTRIAL FUND NOMINEE NO.2 LIMITED** as Trustee for  
**THE ASHTENNE INDUSTRIAL FUND LIMITED PARTNERSHIP**  
 acting by

signature of witness	signature of director/secretary/authorised signatory/attorney
full name of above (print)	full name of above (print)
	date of signing
Address of witness	place of signing

**COMMON SECURITY AGENT**

SUBSCRIBED for and on behalf of  
**SITUS ASSET MANAGEMENT LIMITED** (as Common Security Agent)  
 acting by

signature of witness	signature of director/secretary/authorised signatory/attorney
	
<i>Alexandra Stevrou</i>	Lisa Williams Managing Director
full name of above (print)	full name of above (print)
25 Canada Square, 34th Floor	4/8/20
Canary Wharf, London E14 5LB	date of signing
	London
Address of witness	place of signing



THIS IS THE SCHEDULE REFERRED TO IN THE FOREGOING STANDARD SECURITY BY ASHTENNE INDUSTRIAL FUND NOMINEE NO.1 LIMITED and ASHTENNE INDUSTRIAL FUND NOMINEE NO.2 LIMITED as Trustees for THE ASHTENNE INDUSTRIAL FUND LIMITED PARTNERSHIP IN FAVOUR OF SITUS ASSET MANAGEMENT LIMITED (AS COMMON SECURITY AGENT)

## SCHEDULE

### Security Subjects

#### 1 ABERDEEN

- 1.1 ALL and WHOLE those subjects at Unit 1A, Unit 1, Unit 2, Unit 3, Unit 4, Unit 5, Unit 6, Unit 7, Unit 8 and Unit 9, Barclayhill Place, Portlethen, Aberdeen AB12 4PF being the subjects registered in the Land Register of Scotland under Title Number KNC4627

#### 2 AIRDRIE

- 2.1 ALL and WHOLE those subjects at Unit 6 Block 4, Chapelhall Industrial Estate, Airdrie being the subjects registered in the Land Register of Scotland under Title Number LAN134328
- 2.2 ALL and WHOLE those subjects at Unit 10 Block 4, Chapelhall Industrial Estate, Airdrie ML6 8QH being the subjects registered in the Land Register of Scotland under Title Number LAN137772

#### 3 ALLOA

- 3.1 ALL and WHOLE those subjects being Unit 3A, Dumyat Business Park, Alloa and Unit 3B, Dumyat Business Park, Alloa being the subjects registered in the Land Register of Scotland under Title Number CLK13094

#### 4 COATBRIDGE

- 4.1 ALL and WHOLE those subjects being Plots 3B, 3C and 3D, Shawhead Industrial Estate, Coatbridge ML5 4NS being the subjects registered in the Land Register of Scotland under Title Number LAN181817

#### 5 CUMBERNAULD

- 5.1 ALL and WHOLE those subjects on the north west of Castlecary Road, Cumbernauld, Glasgow being the subjects registered in the Land Register of Scotland under Title Number DMB12613
- 5.2 ALL and WHOLE those subjects at 2 Deerdykes Place, Cumbernauld, Glasgow G68 9HE being the subjects registered in the Land Register of Scotland under Title Number DMB19915
- 5.3 ALL and WHOLE those subjects at Wardpark North Industrial Estate, Napier Road, Cumbernauld, Glasgow G68 0EF being 2.5 hectares in measurement on the Ordnance Map and being the subjects registered in the Land Register of Scotland under Title Number DMB48700

5.4 ALL and WHOLE those subjects at 25 and 27 to 35 (odd), Napier Place, Cumbernauld, Glasgow at Wardpark Industrial Estate, Cumbernauld, Glasgow being the subjects registered in the Land Register of Scotland under Title Number DMB59063

5.5 ALL and WHOLE those subjects comprising factory Unit 74 Napier Road, Cumbernauld, Glasgow G68 0EF extending to 2.73 hectares in measurement on the Ordnance Map and being the subjects registered in the Land Register of Scotland under Title Number DMB65000

## **6 DALKEITH**

6.1 ALL and WHOLE those subjects lying to the South West of Hardengreen Industrial Estate, Dalkeith EH22 3NX being the subjects registered in the Land Register of Scotland under Title Number MID48244

6.2 ALL and WHOLE those subjects at Hardengreen Industrial Estate, Dalhousie Road, Dalkeith EH22 3NX being the subjects registered in the Land Register of Scotland under Title Number MID48246

## **7 DUNFERMLINE**

7.1 ALL and WHOLE those subjects at Dewar House, Enterprise Way, Dunfermline KY11 8PY being the subjects registered in the Land Register of Scotland under Title Number FFE44170

## **8 DUMBARTON**

8.1 ALL and WHOLE those subjects at Block 13, Vale of Leven Industrial Estate, Dumbarton G82 3PD being 2.5 hectares in measurement on the Ordnance Map and being the subjects registered in the Land Register of Scotland under Title Number DMB65259

## **9 EAST KILBRIDE**

9.1 ALL and WHOLE those subjects on the north side of 2 Kelvin Park South, East Kilbride being the subjects registered in the Land Register of Scotland under Title Number LAN124529

9.2 ALL and WHOLE those subjects at 2 to 12 and 16 to 46 (all evens) and Yards W Y and Z, Westgarth Place, College Milton Industrial Estate, East Kilbride G74 5NT, being 2.29 hectares in measurement on the Ordnance Map and being the subjects registered in the Land Register of Scotland under Title Number LAN140339

9.3 ALL and WHOLE those subjects comprising Units 26/28, 30, 32, 34 and 36, Hawbank Road, East Kilbride, Glasgow and Glenview Sub Station, College Milton Industrial Estate, East Kilbride, Glasgow being the subjects registered in the Land Register of Scotland under Title Number LAN140340

9.4 ALL and WHOLE those subjects at 5 Kelvin Park South, East Kilbride, Glasgow, being 2.8 hectares in measurement on the Ordnance Map and being the subjects registered in the Land Register of Scotland under Title Number LAN143415

- 9.5 ALL and WHOLE those subjects on the north side of Kelvin Park South, East Kilbride, Glasgow being the subjects registered in the Land Register of Scotland under Title Number LAN146764
- 9.6 ALL and WHOLE those subjects at 33 Glenburn Road, East Kilbride, Glasgow G74 5BA being the subjects registered in the Land Register of Scotland under Title Number LAN153969
- 9.7 ALL and WHOLE those subjects at 4 Rennie Place, East Kilbride, Glasgow G74 5HD being the subjects registered in the Land Register of Scotland under Title Number LAN62336
- 9.8 ALL and WHOLE those subjects at 52 Wilson Place, East Kilbride, Glasgow G74 4QD being the subjects registered in the Land Register of Scotland under Title Number LAN70376
- 9.9 ALL and WHOLE those subjects at 19/21, Glenburn Road, East Kilbride, Glasgow G74 5BA being the subjects registered in the Land Register of Scotland under Title Number LAN95071

## **10 GLASGOW**

- 10.1 ALL and WHOLE those subjects at 25 Clydesmill Road, Glasgow G32 8RE being the subjects registered in the Land Register of Scotland under Title Number LAN86274

## **11 GLENROTHES**

- 11.1 ALL and WHOLE those subjects comprising Unit 1, Unit 2, Unit 3, Unit 4, Unit 6 and Unit 8 Stirling Road, Glenrothes KY6 2ST being 2.6 hectares in measurement on the Ordnance Map and being the subjects registered in the Land Register of Scotland under Title Number FFE34133

## **12 GRANGEMOUTH**

- 12.1 ALL and WHOLE those subjects at Newhouse Business Park, Newhouse Road, Grangemouth FK3 8LL being the subjects registered in the Land Register of Scotland under Title Number STG10061

## **13 GREENOCK**

- 13.1 ALL and WHOLE those subjects on the south west side of Carnock Street, Greenock and Springkell Street, Greenock being the subjects registered in the Land Register of Scotland under Title Number REN99124

## **14 HAMILTON**

- 14.1 ALL and WHOLE those subjects at Fullwood Industrial Estate, Hamilton ML3 9AZ being the subjects registered in the Land Register of Scotland under Title Number LAN14214
- 14.2 ALL and WHOLE those subjects at Unit 1 Argyle Crescent, Hillhouse Industrial Estate, Hamilton ML3 9BQ being the subjects registered in the Land Register of Scotland under Title Number LAN159255

14.3 ALL and WHOLE those subjects at Dalziel Court, Hillhouse Industrial Estate, Hamilton being the subjects registered in the Land Register of Scotland under Title Number LAN159258

14.4 ALL and WHOLE those subjects at Fullwood Industrial Estate, Hamilton ML3 9AZ being the subjects registered in the Land Register of Scotland under Title Number LAN96093

14.5 ALL and WHOLE those subjects lying at Fullwood Industrial Estate, Hamilton ML3 9AZ being the subjects registered in the Land Register of Scotland under Title Number LAN80930

## **15 IRVINE**

15.1 ALL and WHOLE those subjects being Units 1 and 2, Chalmers Place, Riverside Business Park, Irvine being the subjects registered in the Land Register of Scotland under Title Number AYR20188

15.2 ALL and WHOLE those subjects at 1 to 9 (odd numbers) Mackintosh Place, South Newmoor Industrial Estate, Irvine KA11 4JT being the subjects registered in the Land Register of Scotland under Title Number AYR58437

## **16 KILWINNING**

16.1 ALL and WHOLE those subjects at Fenners Building Block B, Nethermains Industrial Estate, Kelvin Avenue, Kilwinning KA13 6PS being the subjects registered in the Land Register of Scotland under Title Number AYR68391

16.2 ALL and WHOLE those subjects at West Byrehill Industrial Estate, Kilwinning being 7.3 hectares in measurement on the Ordnance Map and being the subjects registered in the Land Register of Scotland under Title Number AYR70348

16.3 ALL and WHOLE those subjects at West Byrehill Industrial Estate, Byrehill Drive, Kilwinning being 3.27 hectares in measurement on the Ordnance Map and being the subjects registered in the Land Register of Scotland under Title Number AYR74675

## **17 LIVINGSTON**

17.1 ALL and WHOLE those subjects on the South of Kingsthorpe Park, Houstoun Industrial Estate, Livingston EH54 5DB being 2.34 hectares in measurement on the Ordnance Map and being the subjects registered in the Land Register of Scotland under Title Number WLN11736

17.2 ALL and WHOLE those subjects on the south of Kingsthorpe Park, Houstoun Industrial Estate, Livingston EH54 5DB being the subjects registered in the Land Register of Scotland under Title Number WLN30250

**18 MUSSELBURGH**

- 18.1 ALL and WHOLE those subjects lying to the north of Newhailes Road, Musselburgh being the subjects registered in the Land Register of Scotland under Title Number MID48245

**19 PORT GLASGOW**


- 19.1 ALL and WHOLE those subjects at Units 1 2 and 3, Kingston Industrial Estate, Ardgowan Street, Port Glasgow PA14 5DG being the subjects registered in the Land Register of Scotland under Title Number REN80887
- 19.2 ALL and WHOLE those subjects at Units 4 7 8 and 9, Kingston Industrial Estate, Ardgowan Street, Port Glasgow PA14 5DG being the subjects registered in the Land Register of Scotland under Title Number REN81746

**20 STRATHAVEN**


- 20.1 ALL and WHOLE those subjects being area of ground at Hamilton Road, Strathaven being the subjects registered in the Land Register of Scotland under Title Number LAN128513

**21 UDDINGSTON**

- 21.1 ALL and WHOLE those subjects at Units 1 2 and 3 Green Elms Estate, Grays Road, Uddingston, Glasgow G71 6ET being the subjects registered in the Land Register of Scotland under Title Number LAN55087

For and on behalf of **ASHTENNE INDUSTRIAL FUND NOMINEE NO.1 LIMITED** as Trustee for **THE ASHTENNE INDUSTRIAL FUND LIMITED PARTNERSHIP**  
acting by 

signature of director/secretary/authorised  
signatory/attorney

For and on behalf of **ASHTENNE INDUSTRIAL FUND NOMINEE NO.2 LIMITED** as Trustee for **THE ASHTENNE INDUSTRIAL FUND LIMITED PARTNERSHIP**  
acting by 

signature of director/secretary/authorised  
signatory/attorney

For and on behalf of **SITUS ASSET MANAGEMENT LIMITED** (as Common Security Agent)

signature of director/secretary/authorised  
signatory/attorney

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- 18.1 ALL and WHOLE those subjects lying to the north of Newhailes Road, Musselburgh being the subjects registered in the Land Register of Scotland under Title Number MID48245

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For and on behalf of **ASHTENNE INDUSTRIAL FUND NOMINEE NO.1 LIMITED** as Trustee for THE ASHTENNE INDUSTRIAL FUND LIMITED PARTNERSHIP acting by

For and on behalf of **ASHTENNE INDUSTRIAL FUND NOMINEE NO.2 LIMITED** as Trustee for THE ASHTENNE INDUSTRIAL FUND LIMITED PARTNERSHIP acting by

signature of director/secretary/authorised signatory/attorney

signature of director/secretary/authorised signatory/attorney

For and on behalf of **SITUS ASSET MANAGEMENT LIMITED** (as Common Security Agent)



signature of director/secretary/authorised signatory/attorney

Lisa Williams  
Managing Director