



Registration of a Charge

Company Name: **ASHTENNE INDUSTRIAL FUND NOMINEE NO.2 LIMITED**

Company Number: **04222573**



Received for filing in Electronic Format on the: **23/02/2024**

XCXH2FCP

Details of Charge

Date of creation: **13/02/2024**

Charge code: **0422 2573 0196**

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

Brief description:

Contains fixed charge(s).

Contains negative pledge.

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: **SHEPHERD AND WEDDERBURN LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4222573

Charge code: 0422 2573 0196

The Registrar of Companies for England and Wales hereby certifies that a charge dated 13th February 2024 and created by ASHTENNE INDUSTRIAL FUND NOMINEE NO.2 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd February 2024 .

Given at Companies House, Cardiff on 27th February 2024

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**



SHEPHERD+ WEDDERBURN

EXECUTION VERSION

SCOTTISH ASSIGNATION OF RENTS

ASHTENNE INDUSTRIAL FUND NOMINEE NO.1
LIMITED and ASHTENNE INDUSTRIAL FUND
NOMINEE NO.2 LIMITED

as Chargor

and

SITUS ASSET MANAGEMENT LIMITED

as Security Agent

DATED: 13 February 2024

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ASSIGNATION OF RENTS

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 3 Copthall Avenue, London EC2R 7BH 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 3 Copthall Avenue, London EC2R 7BH as Trustees for and on behalf of **ASHTENNE INDUSTRIAL (GENERAL PARTNER) LIMITED** a company incorporated in England and Wales with registered number 04222557 and having its registered office at 3 Copthall Avenue, London EC2R 7BH acting as general partner of **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 3rd Floor, 3 Copthall Avenue, London EC2R 7BH (the "**Chargor**");

in favour of

- 2) **SITUS ASSET MANAGEMENT LIMITED**, a private limited company incorporated in England and Wales with registered number 06738409 and having its registered office at 10th Floor, 25 North Colonnade, London, England, E14 5HZ, as security agent and trustee for each of the Secured Parties (the "**Security Agent**").

BACKGROUND

The Chargor enters into this Assignment in connection with the Facilities Agreement.

IT IS AGREED as follows:

1. Interpretations

1.1 Definitions

In this Assignment:

| | |
|----------------------------|--|
| Adjusted Net Rental Income | has the meaning given to that term in clause 22.3 of the Facilities Agreement. |
| Assigned Rights | means the rights, title, benefit and interest, present or future of the Chargor to the Rental Income from the Tenants and any other relevant third party (as appropriate) under the Leases. |
| Agreement for Lease | means an agreement to grant a Lease of all or part of the Security Subjects. |
| Compliance Certificate | has the meaning given to that term in the Facilities Agreement. |
| Facilities Agreement | means the senior facilities agreement dated 5 January 2024 between, amongst others, Mileway UK Finco I Ltd as the company and Situs Asset Management Limited as the facility agent and the security agent (each as defined in that agreement as amended, varied, novated or supplemented from time to time). |
| Lease Document | means: <ol style="list-style-type: none"> (a) an Agreement for Lease; or (b) a Lease. |

| | |
|-------------------|---|
| Lease(s) | means: |
| | (a) each of the leases detailed in Part 1 of the Schedule to this Assignment; |
| | (b) any other lease or licence or other right of occupation or right to receive rent to which the Security Subjects may at any time be subject; and |
| | (c) any guarantee of a Tenant's obligations under (a) or (b) above. |
| Party | means a party to this Assignment. |
| Qualifying Lease | means a Lease with a passing rent of at least £50,000 per annum. |
| Qualifying Tenant | means a tenant under a Qualifying Lease. |
| Rental Income | means the aggregate of all amounts paid or payable to or for the account of the Chargor in connection with the letting, licence or grant of other rights of use or occupation of, and in connection with the provision of any services to the Tenants of or in relation to or from, any part of the Security Subjects, including that paid or payable under the Leases and each of the amounts comprised in the Rental Income (as defined in the Facilities Agreement). |
| Schedule | means the schedule in two parts annexed and executed as relative to this Assignment. |
| Security Subjects | means the security subjects detailed in Part 1 of the Schedule to this Assignment. |
| Security Period | means the period beginning on the effective date of this Assignment and ending on the date on which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full. |
| Tenant | means each tenant under a Lease Document. |

1.2 Construction

- (a) Capitalised terms defined in the Facilities Agreement have, unless expressly defined in this Assignment, the same meanings in this Assignment.
- (b) The provisions of clauses 1.2 (Construction) to 1.12 (Representations by the JPUT Trustees) (inclusive) of the Facilities Agreement apply to this Assignment as though they were set out in full in this Assignment except that references to the Facilities Agreement are to be construed as references to this Assignment.
- (c) In this Assignment:
 - (i) a reference to a Finance Document or other document includes (without prejudice to any prohibition on amendments) all amendments and supplements however fundamental to that Finance 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;
 - (ii) the term this Security means any security created by or pursuant to this Assignment; and
 - (iii) a reference to any asset, unless the context otherwise requires, includes any present and future asset.

- (d) Any undertaking of the Chargor under this Assignment (other than a payment obligation) remains in force during the Security Period.
- (e) If the Security Agent considers that an amount paid to a Secured Party under a Finance 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 Assignment.
- (f) Unless the context otherwise requires, a reference to an Assigned Right includes the proceeds of any sale of that Assigned Right.

1.3 **Rescindment or variation**

Notwithstanding any term of any Finance Document, the consent of any person who is not a Party is not required to rescind or vary this Assignment at any time.

1.4 **Third Party Rights**

- (a) Unless expressly provided to the contrary in a Finance Document, a person who is not a Party has no right under the Contract (Third Party Rights) (Scotland) Act 2017 or otherwise to enforce or enjoy the benefit of any term of this Assignment.
- (b) Notwithstanding any term of any Finance Document, the consent of any person who is not a Party is not required to rescind or vary this Assignment at any time.

2. Creation of Security

2.1 **General**

- (a) All the security created under this Assignment:
 - (i) is created in favour of the Security Agent;
 - (ii) is created over present and future assets of the Chargor;
 - (iii) is security for the payment and satisfaction of all the Secured Liabilities; and
 - (iv) is made with absolute warrandice.
- (b) The Security Agent holds the benefit of this Assignment on trust for the Secured Parties in accordance with the terms of the Facilities Agreement.

3. Assignment in Security

3.1 **Assignment**

The Chargor in security for the payment and satisfaction of all the Secured Liabilities hereby assigns in security to the Security Agent all its right, title, interest, and benefit, present and future, in and to the Assigned Rights.

3.2 **Intimation**

- (a) The Chargor undertakes promptly following the date of delivery of this Assignment, and in any event within 10 Business Days of the date of delivery of this Assignment, to intimate or to procure the intimation of this Assignment to the Qualifying Tenants or any other relevant third party in respect of a Qualifying Lease in the form substantially set out in draft letter of intimation in Part 2 of the Schedule and shall provide the Security Agent with such evidence of intimation as the Security Agent shall reasonably require.
- (b) The Chargor undertakes to use reasonable endeavours to procure that the Qualifying Tenants or any other relevant third party pursuant to Clause 3.2(a) acknowledge receipt of the intimation of this Assignment in the form substantially set out in the draft Form of Acknowledgement in Part 2 of the Schedule.

4. Further Assignations

- (a) In the event that at any time after the date of this Assignment:
 - (i) new Qualifying Leases or rental income guarantees is or are entered into by any Obligor in respect of the Scottish Properties, which are not the subject of an assignment of rents in favour of the Security Agent (the "Relevant Qualifying Leases"); and

- (ii) the aggregate of the annual Rental Income (as that term is defined in the Facilities Agreement) payable under such Relevant Qualifying Leases (disregarding for these purposes any rent free periods) is equal to or exceeds 5% of 200% of the Adjusted Net Rental Income payable in respect of all Occupational Leases at all Properties (as that term is defined as "Property" in the Facilities Agreement), as specified in the then most recent Compliance Certificate (the "**Threshold Test**"),

then the Chargor shall execute an assignation or assignations in substantially the same terms *mutatis mutandis* as this Assignation relative to all such Relevant Qualifying Leases which relate to the Chargor's Scottish Properties and shall deliver the same to the Security Agent or its nominee forthwith and in any event within 20 Business Days of the date of the relevant Compliance Certificate which confirms that the Threshold Test has been met.

- (b) The Chargor may, following the Moveable Transactions (Scotland) Act 2023 coming into full force and effect in Scotland, satisfy its obligations under Clause 4(a) above by executing and delivering to the Security Agent a valid assignation in security of all present and future Assigned Rights arising in respect of the Security Subjects, such assignation to be in substantially the same terms *mutatis mutandis* as this Assignation and otherwise with such amendments as the Security Agent may reasonably require to ensure compliance with the requirements of the Moveable Transactions (Scotland) Act 2023.

5. Restrictions on Dealings

5.1 Security

Except as permitted under the Finance Documents or as created under or pursuant to a Transaction Security Document, the Chargor may not create or permit to subsist any Security on any Security Subject (except for the Transaction Security).

5.2 Disposals

Except as permitted under the Finance Documents, the Chargor may not sell, transfer, licence, convey, lease or otherwise dispose of any Assigned Right.

6. General

6.1 General

- (a) For the purposes of all powers implied by statute only, the Secured Liabilities are deemed to have become due and payable on the date of this Assignation.
- (b) The statutory powers of leasing conferred on the Security Agent are extended so as to authorise the Security Agent to lease, make agreements for leases, accept renunciations of leases and grant options as the Security Agent may think fit.

6.2 No liability as heritable creditor in possession

The Security Agent will not be liable, by reason of entering into possession of a Secured Asset, to account as heritable creditor in possession or for any loss on realisation or for any default or omission for which a heritable creditor in possession might be liable.

6.3 Privileges

The Security Agent is entitled to all the rights, powers, privileges and immunities conferred by on heritable creditors.

6.4 Protection of third parties

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

- (a) whether the Secured Liabilities have become payable;
- (b) whether any power which the Security Agent is purporting to exercise has become exercisable or is being properly exercised;
- (c) whether any money remains due under the Finance Documents; or
- (d) how any money paid to the Security Agent is to be applied.

6.5 Redemption of prior security

- (a) Whilst this Security is enforceable, the Security Agent may:

- (i) redeem any prior Security against any Assigned Right; and/or
 - (ii) procure the transfer of that Security to itself; and/or
 - (iii) 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.
- (b) The Chargor must pay to the Security Agent, promptly on demand, the costs and expenses incurred by the Security Agent in connection with any such redemption and/or transfer, including the payment of any principal or interest.

6.6 Contingencies

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

7. Powers on enforcement

- 7.1 Whilst an Event of Default is continuing, the Security Agent is entitled (but is not obliged) to exercise all and/or any of the rights and, powers in relation to Assigned Rights which could have been exercised by the Chargor, including, without limitation, privileges and immunities conferred by on heritable creditors.
- (a) power to receive all or any money payable in respect of or in connection with the Assigned Rights or any part of them; and
 - (b) power to negotiate, compromise and/or agree any dispute arising in connection with the Assigned Rights.
- 7.2 The Security Agent may exercise any of the powers referred to in this Assignment in such manner and to such extent as the Security Agent considers appropriate.
- 7.3 The Security Agent shall not be liable to account to the Chargor except in respect of the actual receipts of the Security Agent and shall not be liable to the Chargor for any loss as a result of the exercise by the Security Agent of any power conferred by this Assignment unless any such loss arises directly from the gross negligence, fraud or wilful misconduct of the Security Agent.

8. Application of Proceeds

- 8.1 All amounts from time to time received or recovered by the Security Agent whilst this Security is enforceable must be applied in accordance with clause 28 (Application of proceeds) of the Facilities Agreement.
- 8.2 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 Security. This Clause does not prejudice the right of any Secured Party to recover any shortfall from the Chargor.

9. Further Assurances

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

- 9.1 creating, perfecting or protecting any security intended to be created by this Assignment; or
- 9.2 at any time whilst this Security is enforceable, facilitating the realisation of all or any part of the Secured Assets, or the exercise of any right, power or discretion exercisable by the Security Agent or any of its delegates or sub-delegates in respect of all or any part of the Secured Assets.

This includes:

- 9.3 at any time whilst this Security is enforceable, the execution of any transfer, conveyance, assignment or assurance of any property, whether to the Security Agent or to its nominee; or
- 9.4 the giving of any notice, order or direction and the making of any registration, which, in any such case, the Security Agent may think expedient.

10. Power of Attorney

10.1 The Chargor irrevocably and severally appoints the Security Agent and any of its delegates or sub-delegates to be its attorney and mandatory to take any action which the Chargor is obliged but has failed to take under this Assignment 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.

10.2 Undertaking to pay

The Chargor must pay or discharge the Secured Liabilities in the manner provided for in the Finance Documents.

10.3 Tacking

Each Lender must perform its obligations under the Facilities Agreement (including any obligation to make available further advances).

10.4 New Accounts

- (a) If any subsequent charge or other interest affects any Security Subject, the Secured Party may open a new account in the name of the Chargor.
- (b) If the 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.
- (c) As from that time all payments made to a Secured Party will be credited or be treated as having been credited to the new account and will not operate to reduce any Secured Liability.

10.5 Security Agent

- (a) The Security Agent executes this Assignment as Security Agent in the exercise of the rights, powers and authority conferred and vested in it under the Facilities Agreement and any other Finance Document for and on behalf of the Secured Parties for whom it acts. It will exercise its powers, rights, duties and authority under this Assignment in the manner provided for in the Facilities Agreement and, in so acting, the Security Agent shall have the protections, immunities, limitations of liability rights, powers, authorisations, indemnities and benefits conferred on it under and by the Facilities Agreement and the other Finance Documents.
- (b) The Security Agent shall not owe any fiduciary duties to any party to this Assignment or any of their directors, employees, agents or affiliates.
- (c) Notwithstanding any other provisions of this Assignment, in acting under and in accordance with this Assignment the Security Agent is entitled to seek instructions from the Secured Parties in accordance with the provisions of the Facilities Agreement and at any time, where it so acts or refrains from acting on the instructions of a Secured Party or the Secured Parties entitled to give it instruction, the Security Agent shall not incur any liability to any person for so acting or refraining from acting.

10.6 Time deposits

Without prejudice to any right of set-off any Secured Party may have under any other Finance Document or otherwise, if any time deposit matures on any account the Chargor has with any Secured Party within the Security Period when:

- (a) this Security is enforceable; and
- (b) no Secured Liability is due and payable,

that time deposit will automatically be renewed for any further maturity which that Secured Party considers appropriate.

11. Release

At the end of the Security Period or as otherwise provided for in accordance with the terms of the Finance Documents, the Secured Parties must promptly, at the request and cost of the Chargor, take whatever action is necessary to release the Secured Assets from this Security.

12. Counterparts, Delivery and Effective Date

- 12.1 This Assignment may be executed in any number of counterparts and by each of the parties on separate counterparts.
- 12.2 Where executed in counterparts:
- (a) this Assignment will not take effect until each of the counterparts has been delivered;
 - (b) each counterpart will be held as undelivered until the parties agree a date on which the counterparts are to be treated as delivered;
 - (c) the date of delivery may be inserted in the testing clause in the blank provided for the effective date of this Assignment.

13. Governing Law

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

14. Enforcement

14.1 Jurisdiction of Scottish Courts

- (a) The courts of Scotland have exclusive jurisdiction to settle any dispute arising out of or in connection with this Assignment (including a dispute relating to non-contractual obligations arising from or in connection with this Assignment or a dispute regarding the existence, validity or termination of this Assignment) (a "Dispute").
- (b) 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.
- (c) This Clause 14 is for the benefit of the Secured Parties only. As a result, the 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 Secured Parties may take concurrent proceedings in any number of jurisdictions.

15. Registration

The Chargor consents to registration hereof for preservation.

IN WITNESS WHEREOF these presents consisting of this and the 7 preceding pages together with the Schedule in two parts are executed in counterpart by the parties undernoted, with an effective date of 13 February 2024:

SUBSCRIBED for and on behalf of the said
ASHTENNE INDUSTRIAL FUND NOMINEE
NO.1 LIMITED by

GUEN SPEARING

Director / ~~Authorised Signatory~~
 (Signatory, print full name including middle names)



Director / ~~Authorised Signatory~~
 (Signatory please sign. Do not use initials)

/
 Director / ~~Authorised Signatory~~
 (Signatory, print full name including middle names)

/
 Director / ~~Authorised Signatory~~
 (Signatory please sign. Do not use initials)

at GLASGOW
 (print town in which the document was signed)

on 8.2.24
 (print the date on which the document was signed)

Before this witness:

EMMA FRIZZLE

Witness
 (witness, print full name including middle names)



Witness
 (Witness, please sign. Do not use initials)

103 WATERLOO STREET

(Witness, print witness address.
 The address of a place of work is sufficient)

GLASGOW

SUBSCRIBED for and on behalf of the said
**ASHTENNE INDUSTRIAL FUND NOMINEE
 NO.2 LIMITED** by

GUEN SPARKING

Director / Authorised Signatory

(Signatory, print full name including middle names)

Director / Authorised Signatory

(Signatory please sign. Do not use initials)

Director / Authorised Signatory

(Signatory, print full name including middle names)

Director / Authorised Signatory

(Signatory please sign. Do not use initials)

at GLASGOW

(print town in which the document was signed)

on 8.2.24

(print the date on which the document was signed)

Before this witness:

EMMA FRIZZLE

Witness

(witness, print full name including middle names)

Witness

(Witness, please sign. Do not use initials)

103 Waterloo Street

(Witness, print witness address.

The address of a place of work is sufficient)

Glasgow

SUBSCRIBED for and on behalf of the said
SITUS ASSET MANAGEMENT LIMITED by

Matilde Vazquez
 Vice President



Director / Authorised Signatory

(Signatory, print full name including middle names)

Director / Authorised Signatory

(Signatory please sign. Do not use initials)

at London
 (print town in which the document was signed)

on 09/04/2014
 (print the date on which the document was signed)

Before this witness:

Kypros Athanasios Gouletas

Witness

(Witness, print full name including middle names)



Witness

(Witness, please sign. Do not use initials)

Ostingen Point, 6th Floor, S Clapham

(Witness, print witness address.

The address of a place of work is sufficient)

London, EC2C 6AA

This is the schedule referred to in the foregoing Assignment of Rents by Ashtenne Industrial Fund Nominee No.1 Limited and Ashtenne Industrial Fund Nominee No.2 Limited in favour Situs Asset Management Limited as Security Agent

SCHEDULE

Part 1 Security Subjects & Leases

| | Security Subjects | Leases |
|----|---|---|
| 1. | ALL and WHOLE the subjects at UNIT 3A, DUMYAT BUSINESS PARK, ALLOA and UNIT 3B, DUMYAT BUSINESS PARK, ALLOA registered in the Land Register of Scotland under Title Number CLK13094 | <p><u>Dumyat Business Park, Alloa Unit 3A and 3B</u> Lease between Ashtenne Industrial Fund Nominee No.1 Limited and Ashtenne Industrial Fund Nominee No.2 Limited as Trustees for The Ashtenne Industrial Fund Limited Partnership and Alere Technologies Limited dated 27 January and 15 November and registered in the Books of Council and Session on 7 February, all dates in the year 2011.</p> <p><u>Block 1, Unit 5</u> Lease between Ashtenne Industrial Fund Nominee No.1 Limited and Ashtenne Industrial Fund Nominee No.2 Limited as Trustees for The Ashtenne Industrial Fund Limited Partnership and SP Distribution PLC dated 4 November, 12 and 19 December, all dates in the year 2019.</p> <p>All as subsequently varied and/or amended (where applicable).</p> |
| 2. | ALL and WHOLE the subjects at 3B, 3C and 3D, SHAWHEAD INDUSTRIAL ESTATE, COATBRIDGE ML5 4NS registered in the Land Register of Scotland under Title Number LAN181817 | None as at the date of this Assignment. |
| 3. | ALL and WHOLE the subjects at BLOCK 13, VALE OF LEVEN INDUSTRIAL ESTATE, DUMBARTON G82 3PD registered in the Land Register of Scotland under Title Number DMB65259 | <p><u>Vale of Leven Industrial Estate, Dumbarton Block 13</u> Lease between Ashtenne Industrial Fund Nominee No.1 Limited and Ashtenne Industrial Fund Nominee No.2 Limited as trustees for The Ashtenne Industrial Fund Limited Partnership and Boxes and Packaging (Dumbarton) Limited dated 28 May and 1 June and registered in the Books of Council and Session on 7 June, all dates in the year 2012.</p> <p>All as subsequently varied and/or amended (where applicable).</p> |
| 4. | ALL and WHOLE the subjects at UNIT 1, UNIT 2, UNIT 3, UNIT 4, UNIT 6 and UNIT 8 STIRLING ROAD, GLENROTHES KY6 | <u>Stirling Road, Southfield Industrial Estate, Glenrothes Units 1.1 & 1.3</u> |

| | | |
|----|--|--|
| | <p>2ST registered in the Land Register of Scotland under Title Number FFE34133</p> | <p>Lease between Ashtenne Industrial Fund Nominee No.1 Limited and Ashtenne Industrial Fund Nominee No.2 Limited as Trustees for The Ashtenne Industrial Fund Limited Partnership and KSW Engineering Limited dated 17 June and 8 October and registered in the Books of Council and Session on 22 October all dates in the year 2013.</p> <p><u>Units 2.2 and 2.4</u></p> <p>Lease between Ashtenne Industrial Fund Nominee No.1 Limited and Ashtenne Industrial Fund Nominee No.2 Limited as Trustees for The Ashtenne Industrial Fund Limited Partnership and Volpecastello Limited dated 15 November and registered in the Books of Council and Session on 22 December, both dates in the year 2022.</p> <p><u>Units 3.6 and 3.88</u></p> <p>Lease constituted by missives between DWF LLP (on behalf of Ashtenne Industrial Fund Nominee No.1 Limited and Ashtenne Industrial Fund Nominee No.2 Limited as Trustees for The Ashtenne Industrial Fund Limited Partnership) and Lindsays LLP (on behalf of Castlelaw Bonded Warehouses (Glenrothes) Ltd) dated 24 March 2023.</p> <p><u>Substation</u></p> <p>Minute of Lease between Ashtenne Industrial Fund Nominee No.1 Limited and Ashtenne Industrial Fund Nominee No.2 Limited as Trustees for The Ashtenne Industrial Fund Limited Partnership and SP Distribution Limited and Micronas Limited dated 15 and 24 September and 17 November 2004.</p> <p>All as subsequently varied and/or amended (where applicable).</p> |
| 5. | <p>ALL and WHOLE the subjects on the South West side of CARNOCK STREET, GREENOCK and SPRINGKELL STREET registered in the Land Register of Scotland under Title Number REN99124</p> | <p><u>Carnock Street, Greenock</u></p> <p><u>Unit 1 & 2</u></p> <p>Lease constituted by missives of let between DLA Piper Scotland LLP (on behalf of Ashtenne Industrial Fund Nominee No.1 Limited and Ashtenne Industrial Fund Nominee No.2 Limited as trustees for The Ashtenne Industrial Fund Limited Partnership) and Wright, Johnston and Mackenzie LLP (on behalf of Toolstation Limited) dated 28 May 2021.</p> <p><u>Unit 3</u></p> <p>Lease between Ashtenne Industrial Fund Nominee No.1 Limited and Ashtenne Industrial Fund Nominee No.2 Limited as trustees for The Ashtenne Industrial Fund Limited Partnership and Ocean Safety Limited dated 27 July and 15 September and registered in the Books of Council</p> |

| | | |
|----|---|--|
| | | <p>and Session on 4 October, all dates in the year 2011.</p> <p><u>Unit 4</u> Lease between Ashtenne Industrial Fund Nominee No.1 Limited and Ashtenne Industrial Fund Nominee No.2 Limited as trustees for The Ashtenne Industrial Fund Limited Partnership and Screwfix Direct Limited dated 17 July and 8 August and registered in the Books of Council and Session on 12 August, all dates in the year 2013.</p> <p><u>Unit 5</u> Lease between Ashtenne Industrial Fund Nominee No.1 Limited and Ashtenne Industrial Fund Nominee No.2 Limited as trustees for The Ashtenne Industrial Fund Limited Partnership and City Electrical Factors Limited dated 23 September and 17 October and registered in the Books of Council and Session on 30 October all dates in the year 2008.</p> <p>All as subsequently varied and/or amended (where applicable).</p> |
| 6. | ALL and WHOLE cadastral unit AYR20188 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 | <p><u>Riverside Business Park</u> <u>Unit 2</u> Lease between Ashtenne Industrial Fund Nominee No.1 Limited and Ashtenne Industrial Fund Nominee No.2 Limited as trustees for The Ashtenne Industrial Fund Limited Partnership and Calman Technology Limited dated 20 and 28 March and registered in the Books of Council and Session on 1 October, all dates in the year 2003.</p> <p>All as subsequently varied and/or amended (where applicable).</p> |
| 7. | ALL and WHOLE the subjects at 1 to 9 (odd numbers) MACKINTOSH PLACE, SOUTH NEWMOOR INDUSTRIAL ESTATE, IRVINE KA11 4JT registered in the Land Register of Scotland under Title Number AYR58437 | <p><u>Mackintosh Place, South Newmoor Industrial Estate, Irvine</u> <u>Unit 1</u> Lease between Ashtenne Industrial Fund Nominee No.1 Limited and Ashtenne Industrial Fund Nominee No.2 Limited as trustees for The Ashtenne Industrial Fund Limited Partnership and ARCO Limited dated 5 August and 3 September and registered in the Books of Council and Session on 8 September, all dates in the year 2015.</p> <p><u>Unit 3</u> Lease between Ashtenne Industrial Fund Nominee No.1 Limited and Ashtenne Industrial Fund Nominee No.2 Limited as trustees for The Ashtenne Industrial Fund Limited Partnership and Eurocell Building Plastics Limited dated 27 June and 7 September and registered in the Books of Council and Session on 16 December, all dates in the year 2005.</p> <p><u>Unit 5</u></p> |

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| | | <p>Vacant. <u>Units 7 & 9</u> Vacant.</p> <p>All as subsequently varied and/or amended (where applicable).</p> |
| 8. | ALL and WHOLE the subjects at FENNERS BUILDING BLOCK B, NETHERMAINS INDUSTRIAL ESTATE, KELVIN AVENUE, KILWINNING KA13 6PS registered in the Land Register of Scotland under Title Number AYR68391 | None as at the date of this Assignment. |
| 9. | ALL and WHOLE cadastral unit AYR70348 at WEST BYREHILL INDUSTRIAL ESTATE, KILWINNING being the subjects registered in the Land Register of Scotland under Title Number AYR70348 | None as at the date of this Assignment. |
| 10. | ALL and WHOLE the subjects on the south of KINGSTHORNE PARK, HOUSTOUN INDUSTRIAL ESTATE, LIVINGSTON EH54 5DB registered in the Land Register of Scotland under Title Number WLN11736 | <p><u>Houstoun Industrial Estate, Livingston Unit 5</u> Lease between Ashtenne Industrial Fund Nominee No.1 Limited and Ashtenne Industrial Fund Nominee No.2 Limited as trustees for The Ashtenne Industrial Fund Limited Partnership and M8 Group Limited dated 9 December 2011 and 9 January 2012 and registered in the Books of Council and Session on 6 February 2012.</p> <p>Guarantee by Endura Ltd in favour of Ashtenne Industrial Fund Nominee No.1 Limited and Ashtenne Industrial Fund Nominee No.2 Limited as trustees for The Ashtenne Industrial Fund Limited Partnership dated 9 December 2011 and 9 January 2012 and registered in the Books of Council and Session on 6 February 2012.</p> <p>All as subsequently varied and/or amended (where applicable).</p> |
| 11. | ALL and WHOLE the subjects on the south of KINGSTHORNE PARK, HOUSTOUN INDUSTRIAL ESTATE, LIVINGSTON EH54 5DB registered in the Land Register of Scotland under Title Number WLN30250 | None as at the date of this Assignment. |
| 12. | ALL and WHOLE the subjects lying to the north of NEWHAILES ROAD, MUSSELBURGH registered in the Land Register of Scotland under Title Number MID48245 | <p><u>Fisherrow Industrial Estate, Newhailes Road, Musselburgh Unit 6</u> Tenancy Agreement between Ashtenne Industrial Fund Nominee No.1 Limited and Ashtenne Industrial Fund Nominee No.2 Limited, as trustees for The Ashtenne Industrial Fund Limited Partnership and Redweb Consulting Limited dated 13 and 20 December 2017.</p> <p><u>Units 7 & 8</u> Tenancy Agreement between Ashtenne Industrial Fund Nominee No.1 Limited and Ashtenne Industrial Fund Nominee No.2 Limited, as trustees for The</p> |

Ashtenne Industrial Fund Limited Partnership and Redpath Plumbing Ltd dated 17 and 20 July 2015.

Unit 9

Lease constituted by missives of let between DWF LLP (on behalf of Ashtenne Industrial Fund Nominee No.1 Limited and Ashtenne Industrial Fund Nominee No.2 Limited, as trustees for The Ashtenne Industrial Fund Limited Partnership) and Garden Stirling Burnet Solicitors (on behalf of Redweb Holdings Limited) dated 4 and 5 May, both dates in the year 2023.

Unit 10

Lease constituted by missives of let between DLA Piper Scotland LLP (on behalf of Ashtenne Industrial Fund Nominee No.1 Limited and Ashtenne Industrial Fund Nominee No.2 Limited, as trustees for The Ashtenne Industrial Fund Limited Partnership) and Lee Paterson dated 17 and 25 August, and registered in the Books of Council and Session on 7 September, all dates in the year 2021.

Units 11 and 12

Lease constituted by missives of let between DLA Piper Scotland LLP (on behalf of Ashtenne Industrial Fund Nominee No.1 Limited and Ashtenne Industrial Fund Nominee No.2 Limited, as trustees for The Ashtenne Industrial Fund Limited Partnership) and Direct Control UK Ltd dated 26 May and 15 and 16 June and registered in the Books of Council and Session on 1 July, all dates in the year 2021.

Unit 13

Lease constituted by missives of let between DLA Piper Scotland LLP (on behalf of Ashtenne Industrial Fund Nominee No.1 Limited and Ashtenne Industrial Fund Nominee No.2 Limited, as trustees for The Ashtenne Industrial Fund Limited Partnership) and Urquharts Solicitors (on behalf of Outside In Garden Rooms Ltd) dated 22 and 23 July, and registered in the Books of Council and Session on 30 July, all dates in the year 2021.

Unit 14

Lease constituted by missives of let between DLA Piper Scotland LLP (on behalf of Ashtenne Industrial Fund Nominee No.1 Limited and Ashtenne Industrial Fund Nominee No.2 Limited, as trustees for The Ashtenne Industrial Fund Limited Partnership) and James A Carlyle & Son Limited dated 10 and 17 June, and registered in the Books of Council and Session on 29 July, all dates in the year 2021.

Unit 15

Lease constituted by missives of let between DLA Piper Scotland LLP (on behalf of Ashtenne Industrial Fund Nominee No.1 Limited and Ashtenne Industrial Fund Nominee No.2 Limited, as trustees for The Ashtenne Industrial Fund Limited Partnership) and Mackay and Lynn Limited dated 5 and 6 July, and registered in the Books of Council and Session on 29 September, all dates in the year 2021.

Unit 16

Lease constituted by missives of let between DLA Piper Scotland LLP (on behalf of Ashtenne Industrial Fund Nominee No.1 Limited and Ashtenne Industrial Fund Nominee No.2 Limited, as trustees for The Ashtenne Industrial Fund Limited Partnership) and Colin McShane dated 10 and 12 August, and registered in the Books of Council and Session on 25 August, all dates in the year 2021.

Units 17 & 35

Lease constituted by missives of let between DLA Piper Scotland LLP (on behalf of Ashtenne Industrial Fund Nominee No.1 Limited and Ashtenne Industrial Fund Nominee No.2 Limited, as trustees for The Ashtenne Industrial Fund Limited Partnership) and TC Young Solicitors (on behalf of Castle Rock Edinvar Housing Association Ltd) dated 6 and 9 December 2021.

Unit 18

Tenancy Agreement between Ashtenne Industrial Fund Nominee No.1 Limited and Ashtenne Industrial Fund Nominee No.2 Limited, as trustees for The Ashtenne Industrial Fund Limited Partnership and ETI Lothian Ltd dated 19 October and 6 November, both dates in the year 2018.

Unit 19

Lease constituted by missives of let between DLA Piper Scotland LLP (on behalf of Ashtenne Industrial Fund Nominee No.1 Limited and Ashtenne Industrial Fund Nominee No.2 Limited, as trustees for The Ashtenne Industrial Fund Limited Partnership) and TheHeat Ltd dated 21 and 28 May, and registered in the Books of Council and Session on 11 June, all dates in the year 2021.

Unit 20

Lease constituted by missives of let between DWF LLP (on behalf of Ashtenne Industrial Fund Nominee No.1 Limited and Ashtenne Industrial Fund Nominee No.2 Limited, as trustees for The Ashtenne Industrial Fund Limited Partnership) and Air Zero Refrigeration Ltd dated 19 January and registered in

the Books of Council and Session on 24 January, both dates in the year 2023.

Unit 21

Lease constituted by missives of let between DLA Piper Scotland LLP (on behalf of Ashtenne Industrial Fund Nominee No.1 Limited and Ashtenne Industrial Fund Nominee No.2 Limited, as trustees for The Ashtenne Industrial Fund Limited Partnership) and Industrial Spraying Systems Ltd dated 9 and 16 September, and registered in the Books of Council and Session on 16 December, all dates in the year 2021.

Unit 22

Lease constituted by missives of let between DLA Piper Scotland LLP (on behalf of Ashtenne Industrial Fund Nominee No.1 Limited and Ashtenne Industrial Fund Nominee No.2 Limited, as trustees for The Ashtenne Industrial Fund Limited Partnership) and Sayer Burnett Solicitors (on behalf of Edinburgh Flooring Shop Ltd) dated 1 October 2020.

Unit 23

Tenancy Agreement between Ashtenne Industrial Fund Nominee No.1 Limited and Ashtenne Industrial Fund Nominee No.2 Limited, as trustees for The Ashtenne Industrial Fund Limited Partnership and William Hoy Enterprises Limited 24 August and 29 September, both dates in the year 2017.

Unit 24

Lease constituted by missives of let between DWF LLP (on behalf of Ashtenne Industrial Fund Nominee No.1 Limited and Ashtenne Industrial Fund Nominee No.2 Limited, as trustees for The Ashtenne Industrial Fund Limited Partnership) and DLA Piper Scotland LLP (on behalf of The Secretary of State for Levelling Up, Housing and Communities c/o The Maritime and Coastguard Agency) dated 6 July, and registered in the Books of Council and Session on 10 July, both dates in the year 2023.

Units 25 and 26

Lease constituted by missives of let between DLA Piper Scotland LLP (on behalf of Ashtenne Industrial Fund Nominee No.1 Limited and Ashtenne Industrial Fund Nominee No.2 Limited, as trustees for The Ashtenne Industrial Fund Limited Partnership and Lochinvar Developments Limited dated 6 and 7 July, and registered in the Books of Council and Session on 29 September, all dates in the year 2021.

Unit 27

Lease constituted by missives of let between DLA Piper Scotland LLP (on behalf of Ashtenne Industrial Fund

Nominee No.1 Limited and Ashtenne Industrial Fund Nominee No.2 Limited, as trustees for The Ashtenne Industrial Fund Limited Partnership and Pomphreys (on behalf of Katarzyna Samson and Michal Samson) dated 25 July and registered in the Books of Council and Session on 27 August, both dates in the year 2019.

Unit 28

Tenancy Agreement between Ashtenne Industrial Fund Nominee No.1 Limited and Ashtenne Industrial Fund Nominee No.2 Limited, as trustees for The Ashtenne Industrial Fund Limited Partnership and Scotspray Bodyshop Ltd 10 and 12 October, both dates in the year 2017.

Unit 29

Lease constituted by missives of let between DWF LLP (on behalf of Ashtenne Industrial Fund Nominee No.1 Limited and Ashtenne Industrial Fund Nominee No.2 Limited, as trustees for The Ashtenne Industrial Fund Limited Partnership) and The Promised Landscapes Ltd dated 13 September, and registered in the Books of Council and Session on 23 September, both dates in the year 2022.

Unit 30

Tenancy Agreement between Ashtenne Industrial Fund Nominee No.1 Limited and Ashtenne Industrial Fund Nominee No.2 Limited, as trustees for The Ashtenne Industrial Fund Limited Partnership and Ultimate Alloys Limited dated 18 and 26 March, both dates in the year 2019.

Unit 31

Lease constituted by missives of let between DLA Piper Scotland LLP (on behalf of Ashtenne Industrial Fund Nominee No.1 Limited and Ashtenne Industrial Fund Nominee No.2 Limited, as trustees for The Ashtenne Industrial Fund Limited Partnership) and Ibrahim Polat dated 29 September and 1 and 2 October, all dates in the year 2020.

Guarantee by Ibrahim Polat in favour of Ashtenne Industrial Fund Nominee No.1 Limited and Ashtenne Industrial Fund Nominee No.2 Limited, as trustees for The Ashtenne Industrial Fund Limited Partnership dated 2 February and 13 April and 21 October 2021, and registered in the Books of Council and Session on 13 January 2022.

Unit 32

Lease constituted by missives of let between DWF LLP (on behalf of Ashtenne Industrial Fund Nominee No.1 Limited and Ashtenne Industrial Fund

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| | | <p>Nominee No.2 Limited, as trustees for The Ashtenne Industrial Fund Limited Partnership) and Project Glass & Joinery Ltd dated 15 and 17 November, and registered in the Books of Council and Session on 21 November, all dates in the year 2023.</p> <p><u>Unit 33</u></p> <p>Lease constituted by missives of let between DLA Piper Scotland LLP (on behalf of Ashtenne Industrial Fund Nominee No.1 Limited and Ashtenne Industrial Fund Nominee No.2 Limited, as trustees for The Ashtenne Industrial Fund Limited Partnership) and Alexander Williams dated 28 July and 6 August, both dates in the year 2021.</p> <p><u>Unit 34</u></p> <p>Tenancy Agreement between Ashtenne Industrial Fund Nominee No.1 Limited and Ashtenne Industrial Fund Nominee No.2 Limited, as trustees for The Ashtenne Industrial Fund Limited Partnership and Stephen Genelli dated 18 and 22 February, both dates in the year 2019.</p> <p>All as subsequently varied and/or amended (where applicable).</p> |
| 13. | <ol style="list-style-type: none"> 1. ALL and WHOLE cadastral unit REN80887 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; and 2. ALL and WHOLE the subjects at UNITS 4, 7, 8 AND 9, KINGSTON INDUSTRIAL ESTATE, ARDGOWAN STREET, PORT GLASGOW PA14 5DG registered in the Land Register of Scotland under Title Number REN81746. | None as at the date of this Assignment. |
| 14. | <ol style="list-style-type: none"> 1. ALL and WHOLE the subjects at UNIT 6 BLOCK 4, CHAPELHALL INDUSTRIAL ESTATE, AIRDRIE registered in the Land Register of Scotland under Title Number LAN134328; and 2. ALL and WHOLE the subjects at UNIT 10 BLOCK 4, BURNS ROAD, CHAPELHALL INDUSTRIAL ESTATE, AIRDRIE ML6 8QH registered in the Land Register of Scotland under Title Number LAN13772. | <p><u>Chapelhall Industrial Estate, Airdrie Block 4, Unit 6</u></p> <p>Missives of Let between Brodies LLP (on behalf of Ashtenne Industrial Fund Nominee No.1 Limited and Ashtenne Industrial Fund Nominee No.2 Limited as trustees for The Ashtenne Industrial Fund Limited Partnership) and Gary Bell dated 30 August and 21 September and registered in the Books of Council and Session on 28 September, all dates in the year 2010.</p> <p><u>Block 4, Unit 10</u></p> <p>Missives of Let between Brodies LLP (on behalf of Ashtenne Industrial Fund Nominee No.1 Limited and Ashtenne Industrial Fund Nominee No.2 Limited as</p> |

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| | | trustees for The Ashtenne Industrial Fund Limited Partnership) and Aaron Mullen dated 26 October and 15 November and registered in the Books of Council and Session on 21 November, all dates in the year 2012. All as subsequently varied and/or amended (where applicable). |
| 15. | ALL and WHOLE cadastral unit DMB59063 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 | None as at the date of this Assignment. |
| 16. | <ol style="list-style-type: none"> 1. ALL and WHOLE the subjects at WARDPARK NORTH INDUSTRIAL ESTATE, NAPIER ROAD, CUMBERNAULD, GLASGOW G68 0EF registered in the Land Register of Scotland under Title Number DMB48700; 2. ALL and WHOLE the factory unit 74 NAPIER ROAD, CUMBERNAULD, GLASGOW G68 0EF being the subjects registered in the Land Register of Scotland under Title Number DMB65000; and 3. ALL and WHOLE the subjects on the north west of CASTLECARY ROAD, GLASGOW registered in the Land Register of Scotland under Title Number DMB12613. | None as at the date of this Assignment. |
| 17. | ALL and WHOLE the subjects at 2 DEERDYKES PLACE, CUMBERNAULD, GLASGOW G68 9HE registered in the Land Register of Scotland under Title Number DMB19915 | None as at the date of this Assignment. |
| 18. | ALL and WHOLE the subjects at 19/21, GLENBURN ROAD, EAST KILBRIDE, GLASGOW G74 5BA registered in the Land Register of Scotland under Title Number LAN95071 | <p><u>Glenburn Court, East Kilbride</u> <u>Glenburn House, 19 Glenburn Road</u> Lease between Glenvil Products Limited and Arthur Michael Mackin and Catherine Mackin dated 16 December 1994 and 17 May 1995 and registered in the Books of Council and Session on 29 June 1995.</p> <p><u>Unit 1</u> Missives of Let between DLA Piper Scotland LLP (on behalf of Ashtenne Industrial Fund Nominee No.1 Limited and Ashtenne Industrial Fund Nominee No.2 Limited as trustees for The Ashtenne Industrial Fund Limited Partnership) and First Flow Technical Services Limited dated 10 and 11 August and registered in the Books of Council and Session on 25 August, all dates in the year 2021.</p> <p><u>Unit 2</u></p> |

Missives of Let between DLA Piper Scotland LLP (on behalf of Ashtenne Industrial Fund Nominee No.1 Limited and Ashtenne Industrial Fund Nominee No.2 Limited as trustees for The Ashtenne Industrial Fund Limited Partnership) and Miller Samuel Hill Brown LLP (on behalf of The Club Shop Direct Ltd) dated 29 October and 4, 5 and 16 November and registered in the Books of Council and Session on 23 December, all dates in the year 2020.

Unit 3

Missives of Let between Brodies LLP (on behalf of Ashtenne Industrial Fund Nominee No.1 Limited and Ashtenne Industrial Fund Nominee No.2 Limited as trustees for The Ashtenne Industrial Fund Limited Partnership) and Cool Designs Limited dated 24 and 26 August and 21 September and registered in the Books of Council and Session on 23 September, all dates in the year 2010.

Unit 4

Missives of Let between DLA Piper Scotland LLP (on behalf of Ashtenne Industrial Fund Nominee No.1 Limited and Ashtenne Industrial Fund Nominee No.2 Limited as trustees for The Ashtenne Industrial Fund Limited Partnership) and JDC Muay Thai Limited dated 14 and 27 August and registered in the Books of Council and Session on 31 August, all dates in the year 2018.

Unit 5-6

Missives of Let between Brodies LLP (on behalf of Ashtenne Industrial Fund Nominee No.1 Limited and Ashtenne Industrial Fund Nominee No.2 Limited as trustees for The Ashtenne Industrial Fund Limited Partnership) and Mears Care (Scotland) Limited dated 18 and 25 March and registered in the Books of Council and Session on 4 April, all dates in the year 2011.

19 Glenburn Road, East Kilbride

Lease between Ashtenne Industrial Fund Nominee No.1 Limited and Ashtenne Industrial Fund Nominee No.2 Limited as trustees for The Ashtenne Industrial Fund Limited Partnership and Target Healthcare Limited dated 24 and 27 January, and registered in the Books of Council and Session on 8 February, all dates in the year 2023.

33 Glenburn Road

Lease between Ashtenne Industrial Fund Nominee No.1 Limited and Ashtenne Industrial Fund Nominee No.2 Limited as trustees for The Ashtenne Industrial Fund Limited Partnership, Ashtenne Caledonia Limited and Circet (UK) Limited dated 10 and 18 May and registered in the Books

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| | | <p>of Council and Session on 1 June all dates in 2022.</p> <p>All as subsequently varied and/or amended (where applicable).</p> |
| 19. | ALL and WHOLE the subjects at 33 GLENBURN ROAD, EAST KILBRIDE, GLASGOW G74 5BA registered in the Land Register of Scotland under Title Number LAN153969 | None as at the date of this Assignment. |
| 20. | ALL and WHOLE the subjects at 2 TO 12 AND 16 TO 46 ALL EVENS AND YARDS W, Y AND Z WESTGARTH PLACE, EAST KILBRIDE, GLASGOW G74 5NT registered in the Land Register of Scotland under Title Number LAN140339 | <p><u>Westgarth Place, College Milton, East Kilbride</u></p> <p><u>Unit 8</u> Lease constituted by Missive of Let between DWF LLP (on behalf of Ashtenne Industrial Fund Nominee No.1 Limited and Ashtenne Industrial Fund No.2 Limited as trustees for The Ashtenne Industrial Fund Limited Partnership) and GDRM Ground Maintenance Limited dated 3 and 4 November and registered in the Books of Council and Session on 15 November, all dates in the year 2022.</p> <p><u>Unit 10</u> Lease constituted by Missive of Let between DWF LLP (on behalf of Ashtenne Industrial Fund Nominee No.1 Limited and Ashtenne Industrial Fund No.2 Limited as trustees for The Ashtenne Industrial Fund Limited Partnership) and PR Schiavone & Co. (on behalf of Premac Group Ltd) dated 5 July and registered in the Books of Council and Session on 24 July, all dates in the year 2023.</p> <p><u>Unit 12</u> Lease constituted by Missive of Let between DLA Piper Scotland LLP (on behalf of Ashtenne Industrial Fund Nominee No.1 Limited and Ashtenne Industrial Fund No.2 Limited as trustees for The Ashtenne Industrial Fund Limited Partnership) and Macpherson Maguire Cook (on behalf of DR Labelling Systems Limited) dated 25 March, 7 May and 9 June, all dates in the year 2004.</p> <p><u>Unit 16</u> Lease constituted by Missive of Let between Brodies LLP (on behalf of Ashtenne Industrial Fund Nominee No.1 Limited and Ashtenne Industrial Fund No.2 Limited as trustees for The Ashtenne Industrial Fund Limited Partnership) and Macdonalds, Solicitors (on behalf of A R Kennedy Decorators and Painting Contractors Limited) dated 18 and 21 December 2007 and registered in the Books of Council and Session on 6 February 2008.</p> <p><u>Unit 18</u></p> |

Lease constituted by Missive of Let between DLA Piper Scotland LLP (on behalf of Ashtenne Industrial Fund Nominee No.1 Limited and Ashtenne Industrial Fund No.2 Limited as trustees for The Ashtenne Industrial Fund Limited Partnership) and BBMP Limited dated 31 October and 6 November and registered in the Books of Council and Session on 13 November, all dates in the year 2018.

Unit 20

Lease constituted by Missive of Let between DWF LLP (on behalf of Ashtenne Industrial Fund Nominee No.1 Limited and Ashtenne Industrial Fund No.2 Limited as trustees for The Ashtenne Industrial Fund Limited Partnership) and McDougall McQueen Solicitors (on behalf of Ramora Limited) dated 25 August and registered in the Books of Council and Session on 5 October, both dates in the year 2023.

Unit 26

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Unit 28

Lease constituted by Missive of Let between DLA Piper Scotland LLP (on behalf of Ashtenne Industrial Fund Nominee No.1 Limited and Ashtenne Industrial Fund No.2 Limited as trustees for The Ashtenne Industrial Fund Limited Partnership) and WGM Legal (on behalf of Copper Black Coffee Limited) dated 25 November 2020 and registered in the Books of Council and Session on 18 February 2021.

Unit 30

Lease constituted by Missive of Let between DWF LLP (on behalf of Ashtenne Industrial Fund Nominee No.1 Limited and Ashtenne Industrial Fund No.2 Limited as trustees for The Ashtenne Industrial Fund Limited Partnership) and NGL Solicitors Scotland (on behalf of Thorntonhall Lawn Care Ltd) dated 9 and 12 September and registered in the Books of Council and Session on 3 October, all dates in the year 2022.

Unit 32

Lease constituted by Missive of Let between DLA Piper Scotland LLP (on behalf of Ashtenne Industrial Fund Nominee No.1 Limited and Ashtenne Industrial Fund No.2 Limited as trustees for The Ashtenne Industrial Fund Limited Partnership) and Ecosse Technical Solutions Limited dated 24 and 25 November and registered in the Books of Council and Session on 6 December, all dates in the year 2021.

Unit 34

Lease constituted by Missive of Let between Brodies LLP (on behalf of

Ashtenne Industrial Fund Nominee No.1 Limited and Ashtenne Industrial Fund No.2 Limited as trustees for The Ashtenne Industrial Fund Limited Partnership) and GT Cleaning Machines Limited dated 12 and 30 July and registered in the Books of Council and Session on 12 August, all dates in the year 2013.

Unit 38

Lease constituted by Missive of Let between DLA Piper Scotland LLP (on behalf of Ashtenne Industrial Fund Nominee No.1 Limited and Ashtenne Industrial Fund No.2 Limited as trustees for The Ashtenne Industrial Fund Limited Partnership) and Encap Events Limited dated 20 and 23 August and registered in the Books of Council and Session on 25 August, all dates in the year 2021.

Unit 40

Lease constituted by Missive of Let between DLA Piper Scotland LLP (on behalf of Ashtenne Industrial Fund Nominee No.1 Limited and Ashtenne Industrial Fund No.2 Limited as trustees for The Ashtenne Industrial Fund Limited Partnership) and Paragon Wheels Limited dated 14 and 17 December, both dates in 2018 and registered in the Books of Council and Session on 17 January 2019.

Unit 42

Lease constituted by Missive of Let between Brodies LLP (on behalf of Ashtenne Industrial Fund Nominee No.1 Limited and Ashtenne Industrial Fund No.2 Limited as trustees for The Ashtenne Industrial Fund Limited Partnership) and Clyde Productions Ltd (now known as Nightflight Event Solutions Ltd) dated 19 and 27 June and registered in the Books of Council and Session on 11 July, all dates in the year 2014.

Unit 44 (and Yard X)

Lease constituted by Missive of Let between DLA Piper Scotland LLP (on behalf of Ashtenne Industrial Fund Nominee No.1 Limited and Ashtenne Industrial Fund No.2 Limited as trustees for The Ashtenne Industrial Fund Limited Partnership and Ashtenne Caledonia Limited) and Spannerama Limited dated 24 June and 30 July and registered in the Books of Council and Session on 8 August 2019.

Unit 46

Lease constituted by Missive of Let between Brodies LLP (on behalf of Ashtenne Industrial Fund Nominee No.1 Limited and Ashtenne Industrial Fund No.2 Limited as trustees for The

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| | | <p>Ashtenne Industrial Fund Limited Partnership) and Advance Krav Maga Ltd dated 9 and 17 December and registered in the Books of Council and Session on 24 December, all dates in the year 2014.</p> <p><u>Yard Z</u> Lease constituted by Missive of Let between DLA Piper Scotland LLP (on behalf of Ashtenne Industrial Fund Nominee No.1 Limited and Ashtenne Industrial Fund No.2 Limited as trustees for The Ashtenne Industrial Fund Limited Partnership and Ashtenne Caledonia Limited) and East Kilbride Used Car Centre Limited dated 27 and 30 January 2017.</p> <p>All as subsequently varied and/or amended (where applicable).</p> |
| 21. | ALL and WHOLE the subjects at 4 RENNIE PLACE, EAST KILBRIDE, GLASGOW G74 5HD registered in the Land Register of Scotland under Title Number LAN62336 | <p><u>Rennie Place, East Kilbride Unit 4A</u> Lease constituted by missives between DWF LLP (on behalf of Ashtenne Industrial Fund Nominee No.1 Limited and Ashtenne Industrial Fund Nominee No.2 Limited as trustees for The Ashtenne Industrial Fund Limited Partnership) and Oracle Law (on behalf of Strathaven Belting Company Limited) dated 26 May 2023.</p> <p><u>Unit 4B</u> Lease between Ashtenne Industrial Fund Nominee No.1 Limited and Ashtenne Industrial Fund Nominee No.2 Limited as trustees for The Ashtenne Industrial Fund Limited Partnership) and Darkdine Ltd dated 20 November 2020 and registered in the books of Council and Session on 29 September 2021.</p> <p>All as subsequently varied and/or amended (where applicable).</p> |
| 22. | ALL and WHOLE the 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 registered in the Land Register of Scotland under Title Number LAN140340 | <p><u>Hawbank Road (Even), East Kilbride 26</u> Lease between Ashtenne Industrial Fund Nominee No.1 Limited and Ashtenne Industrial Fund Nominee No.2 Limited as trustees for The Ashtenne Industrial Fund Limited Partnership and Frank Adams Contracts Limited dated 25 February and 8 March and registered in the Books of Council and Session on 14 March, all dates in the year 2022.</p> <p><u>28</u> Vacant</p> <p><u>30 & 32</u> Lease between Whithorn (Scotland) Limited and South Lanarkshire Council dated 14 October and 4 November and</p> |

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| | | <p>registered in the Books of Council and Session on 27 November, all dates in the year 1996.</p> <p>34 Lease constituted by missives between DWF LLP (on behalf of Ashtenne Industrial Fund Nominee No.1 Limited and Ashtenne Industrial Fund Nominee No.2 Limited as trustees for The Ashtenne Industrial Fund Limited Partnership) and MacRoberts LLP (on behalf of Construction Testing Solutions Limited) dated 26 and 30 May, both 2023.</p> <p>36 Licence to Occupy 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 Joseph Boyd Beattie (undated).</p> <p><u>Yard B</u> Missives of Let between Brodies LLP (on behalf of Ashtenne Caledonia Limited) and James Davies trading as JD Cars dated 3 and 4 August and registered in the Books of Council and Session on 12 August, all dates in the year 2010.</p> <p><u>Substation at Hawbank Road</u> Minute of Agreement between East Kilbride Development Corporation and South of Scotland Electricity Board dated 23 August and 6 September and registered 15 September all dates in 1967.</p> <p>All as subsequently varied and/or amended (where applicable).</p> |
| 23. | <ol style="list-style-type: none"> 1. ALL and WHOLE the subjects on the north side of KELVIN PARK SOUTH, EAST KILBRIDE, GLASGOW registered in the Land Register of Scotland under Title Number LAN146764; 2. ALL and WHOLE the subjects on the north side of 2 EAST KILBRIDE registered in the Land Register of Scotland under Title Number LAN124529; and 3. ALL and WHOLE the subjects at 5 KELVIN PARK SOUTH, EAST KILBRIDE, GLASGOW registered in the Land Register of Scotland under Title Number LAN14315. | <p><u>Kelvin Park South, East Kilbride Unit 2, Kelvin Park South</u> Lease between Ashtenne Industrial Fund Nominee No.1 Limited and Ashtenne Industrial Fund Nominee No.2 Limited as trustees for The Ashtenne Industrial Fund Limited Partnership and Valve Components Limited dated 8 and 21 April and registered in the Books of Council and Session on 8 May, all dates in the year 2009.</p> <p><u>Unit 5, Kelvin Park South</u> Lease between Ashtenne Industrial Fund Nominee No.1 Limited and Ashtenne Industrial Fund Nominee No.2 Limited as trustees for The Ashtenne Industrial Fund Limited Partnership and Valve Components Limited dated 4 and 23 October and registered in the Books of</p> |

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| | | <p>Council and Session on 5 November, all dates in the year 2007.</p> <p>All as subsequently varied and/or amended (where applicable).</p> |
| 24. | <ol style="list-style-type: none"> 1. ALL and WHOLE the subjects at FULLWOOD INDUSTRIAL ESTATE, HAMILTON ML3 9AZ registered in the Land Register of Scotland under Title Number LAN14214; 2. ALL and WHOLE the subjects at FULLWOOD INDUSTRIAL ESTATE, HAMILTON ML3 9AZ registered in the Land Register of Scotland under Title Number LAN96093; and 3. ALL and WHOLE the subjects lying at FULLWOOD INDUSTRIAL ESTATE, HAMILTON ML3 9AZ registered in the Land Register of Scotland under Title Number LAN80930. | <p><u>Fullwood, Burnbank Road, Hamilton</u></p> <p><u>Block 1 Unit 1</u> Lease constituted by Missives of Let between Brodies LLP (on behalf of Ashtenne Industrial Fund Nominee No.1 Limited and Ashtenne Industrial Fund Nominee No.2 Limited as trustees for The Ashtenne Industrial Fund Limited Partnership) and Macdonald & Company (on behalf of LSK Supplies Limited) dated 19 and 22 August and 1 September and registered in the Books of Council and Session on 13 September all dates in the year 2016.</p> <p><u>Block 1 Unit 2</u> Lease constituted by missives of let between DLA Piper Scotland LLP (on behalf of of Ashtenne Industrial Fund Nominee No.1 Limited and Ashtenne Industrial Fund Nominee No.2 Limited as trustees for The Ashtenne Industrial Fund Limited Partnership) and Strathclyde Windscreens Limited dated 10 and 16 December and registered in the Books of Council and Session on 23 December, all dates in the year 2020.</p> <p><u>Block 1 Unit 3</u> Lease between City Site Estates plc and Thomas McManus dated 13 May and 25 June and registered in the Books of Council and Session on 5 July, all dates in the year 1996.</p> <p><u>Block 1 Unit 4</u> Lease between City Site Estates plc and Thomas McManus dated 29 June and 11 July and registered in the Books of Council and Session on 26 July all dates in the year 1996.</p> <p><u>Block 1 Unit 5</u> Lease constituted by Missive of Let between Brodies LLP (on behalf of Ashtenne Industrial Fund Nominee No.1 Limited and Ashtenne Industrial Fund Nominee No.2 Limited as trustees for The Ashtenne Industrial Fund Limited Partnership) and John Malone dated 11 and 27 January and 1 February and registered in the Books of Council and Session on 4 February all dates in the year 2008.</p> <p><u>Block 2 Unit 6</u> Lease constituted by Missive of Let between Brodies LLP (on behalf of Ashtenne Industrial Fund Nominee No.1 Limited and Ashtenne Industrial Fund Nominee No.2 Limited as trustees for The</p> |

Ashtenne Industrial Fund Limited Partnership) and Maclay Murray & Spens LLP (on behalf of Retail Home Stores Ltd) dated 9 October and registered in the Books of Council and Session on 24 October, both dates in the year 2013.

Block 2 Unit 7

Lease between City Site Estates Plc and Scotia Double Glazing Limited dated 15 and 28 February and registered in the Books of Council and Session on 11 March all dates in the year 1994.

Block 2 Unit 8

Lease constituted by Missive of Let between Brodies LLP (on behalf of Ashtenne Industrial Fund Nominee No.1 Limited and Ashtenne Industrial Fund Nominee No.2 Limited as trustees for The Ashtenne Industrial Fund Limited Partnership) and The Gallery Design (Scotland) Limited dated 27 August, 24 September and 27 October and registered in the Books of Council and Session on 28 October all dates in the year 2010.

Block 3 Units 9 & 10

Lease between Ashtenne Industrial Fund Nominee No.1 Limited and Ashtenne Industrial Fund Nominee No.2 Limited as trustees for The Ashtenne Industrial Fund Limited Partnership and Sally Salon Services Limited dated 26 February, 6 March and 4 April and registered in the Books of Council and Session on 8 April, all dates in the year 2013.

Block 3 Unit 11

Lease between City Site Estates plc and Fraser Tool Hire Limited dated 1 and 7 July and registered in the Books of Council and Session on 1 September, all dates in the year 1994.

Block 3 Unit 12

Lease between City Site Estates plc and Fraser Tool Hire Limited dated 1 and 7 July and registered in the Books of Council and Session on 1 September, all dates in the year 1994.

Block 4 Unit 1

Lease constituted by Missive of Let between Brodies LLP (on behalf of Ashtenne Industrial Fund Nominee No.1 Limited and Ashtenne Industrial Fund Nominee No.2 Limited as trustees for The Ashtenne Industrial Fund Limited Partnership) and Premier M.O.T.'S Limited dated 19 and 30 November and registered in the Books of Council and Session on 16 December, all dates in the year 2014.

Block 4 Unit 2

Lease constituted by missives of let between DWF LLP (on behalf of Ashtenne Industrial Fund Nominee No.1

Limited and Ashtenne Industrial Fund Nominee No.2 Limited as trustees for The Ashtenne Industrial Fund Limited Partnership) and Kerr Stirling LLP (on behalf of JV Heating Ltd) dated 22 and 23 June 2023.

Block 4 Unit 3

Lease constituted by missives of let between DWF LLP (on behalf of Ashtenne Industrial Fund Nominee No.1 Limited and Ashtenne Industrial Fund Nominee No.2 Limited as trustees for The Ashtenne Industrial Fund Limited Partnership) and Georgia Rice dated 3 April, and registered in the Books of Council and Session on 9 October, both dates in the year 2023.

Block 4 Unit 4

Lease constituted by missives of let between DWF LLP (on behalf of Ashtenne Industrial Fund Nominee No.1 Limited and Ashtenne Industrial Fund Nominee No.2 Limited as trustees for The Ashtenne Industrial Fund Limited Partnership) and Smarter Utility Ltd dated 16 March and registered in the Books of Council and Session on 22 March, both dates in the year 2022.

Guarantee by David McNally in favour of Ashtenne Industrial Fund Nominee No.1 Limited and Ashtenne Industrial Fund Nominee No.2 Limited as trustees for The Ashtenne Industrial Fund Limited Partnership dated 19 and 20 April, and registered in the Books of Council and Session on 17 May, both dates in the year 2022.

Block 4 Unit 5

Lease constituted by Missive of Let between Brodies LLP (on behalf of Ashtenne Industrial Fund Nominee No.1 Limited and Ashtenne Industrial Fund Nominee No.2 Limited as trustees for The Ashtenne Industrial Fund Limited Partnership) and The Commercial Law Practice LLP (on behalf of RSL NDT Ltd) dated 8 and 12 April and registered in the Books of Council and Session on 29 July, all dates in the year 2011.

Block 4 Unit 6

Lease constituted by missives of let between DWF LLP (on behalf of Ashtenne Industrial Fund Nominee No.1 Limited and Ashtenne Industrial Fund Nominee No.2 Limited as trustees for The Ashtenne Industrial Fund Limited Partnership) and Yvonne Macdonald dated 18 November and registered in the Books of Council and Session on 29 November, both dates in the year 2021.

Block 4 Unit 7

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| | | <p>Lease constituted by Missive of Let between Brodies LLP (on behalf of Ashtenne Industrial Fund Nominee No.1 Limited and Ashtenne Industrial Fund Nominee No.2 Limited as trustees for The Ashtenne Industrial Fund Limited Partnership) and Loraine O'Rourke dated 11 and 22 March and registered in the Books of Council and Session on 30 March, all dates in the year 2015.</p> <p>All as subsequently varied and/or amended (where applicable).</p> |
| 25. | <ol style="list-style-type: none"> 1. ALL and WHOLE the subjects at DALZIEL COURT, HILLHOUSE INDUSTRIAL ESTATE, HAMILTON registered in the Land Register of Scotland under Title Number LAN159258; and 2. ALL and WHOLE the subjects at UNIT 1 ARGYLE CRESCENT, HILLHOUSE INDUSTRIAL ESTATE, HAMILTON ML3 9BQ registered in the Land Register of Scotland under Title Number LAN159255. | <p><u>Hillhouse Industrial Estate, Hamilton</u> <u>Unit 1</u> Sub-Lease between Taylor Woodrow Industrial Estates Limited and Wolseley-Hughes Merchants Limited (now known as Wolseley UK Limited) dated 14 June and 28 June and registered in the Books of Council and Session on 29 November, all dates in the year 1979. <u>Unit 2 & 2A</u> Lease between John C Dalziel (Properties) Limited and MFI Properties Limited dated 23 November 2001 and 1 March 2002 and registered in the Books of Council and Session on 11 April 2002.</p> <p>All as subsequently varied and/or amended (where applicable).</p> |
| 26. | ALL and WHOLE the subjects at UNITS 1 2 AND 3 GREEN ELMS ESTATE, GRAYS ROAD, UDDINGSTON, GLASGOW G71 6ET registered in the Land Register of Scotland under Title Number LAN55087 | <p><u>Green Elms Trading Estate, Uddingston</u> <u>Unit 1</u> Lease constituted by missives between DWF LLP (on behalf of Ashtenne Industrial Fund No.1 Limited and Ashtenne Industrial Fund No.2 Limited as trustees for The Ashtenne Industrial Fund Limited Partnership) and TLT LLP (on behalf of Cloubass Scotland Ltd) dated 13 February 2023.</p> <p>Guarantee by Cloubass Group Holdings Limited in favour of Ashtenne Industrial Fund No.1 Limited and Ashtenne Industrial Fund No.2 Limited as trustees for The Ashtenne Industrial Fund Limited Partnership.</p> <p><u>Unit 2</u> Vacant. <u>Unit 3</u> Vacant.</p> <p>All as subsequently varied and/or amended (where applicable).</p> |
| 27. | ALL and WHOLE the subjects at 52 WILSON PLACE, EAST KILBRIDE, GLASGOW G74 4QD registered in the Land Register of Scotland under Title Number LAN70376 | <p><u>52 Wilson Place, Nerston, East Kilbride</u> <u>Unit 52A</u> Vacant.</p> |

Unit 52B

Licence to Occupy between Ashtenne Industrial Fund Nominee No.1 Limited and Ashtenne Industrial Fund Nominee No.2 Limited as trustees for The Ashtenne Industrial Fund Limited Partnership and Linda McHendry dated 7 and 19 August, all dates in the year 2019.

Unit 53

Lease constituted by missives between DWF LLP (on behalf of Ashtenne Industrial Fund Nominee No.1 Limited and Ashtenne Industrial Fund Nominee No.2 Limited as trustees for The Ashtenne Industrial Fund Limited Partnership) and Green Build CW Ltd dated 21 December 2021.

Unit 54

Vacant.

Unit 55

Vacant.

Unit 56

Lease between Ashtenne Industrial Fund Nominee No.1 Limited and Ashtenne Industrial Fund Nominee No.2 Limited as trustees for The Ashtenne Industrial Fund Limited Partnership and New You Physiotherapy Ltd dated 1 and 4 September, and registered in the Books of Council and Session on 7 September, all dates in the year 2023.

Guarantee by New You Health & Performance Ltd in favour of Ashtenne Industrial Fund Nominee No.1 Limited and Ashtenne Industrial Fund Nominee No.2 Limited as trustees for The Ashtenne Industrial Fund Limited Partnership dated 1 September, and registered in the Books of Council and Session on 6 September, both dates in the year 2023.

Unit 57A

Licence to Occupy between Ashtenne Industrial Fund Nominee No.1 Limited and Ashtenne Industrial Fund Nominee No.2 Limited as trustees for The Ashtenne Industrial Fund Limited Partnership and Integrated Security Solutions Limited dated 15 November and 2 December, all dates in the year 2019.

Unit 57B

Lease between John Hillhouse (Plant Hire) Limited and Village Blinds EK.

Unit 58

Licence to Occupy between Ashtenne Industrial Fund Nominee No.1 Limited and Ashtenne Industrial Fund Nominee No.2 Limited as trustees for The Ashtenne Industrial Fund Limited

Partnership and John Burns dated 20 August and 10 September, all dates in 2019.

Unit 59

Lease between John Hillhouse (Plant Hire) Limited and Ambience Fireplaces Ltd.

Unit 60

Licence to Occupy between Ashtenne Industrial Fund Nominee No.1 Limited and Ashtenne Industrial Fund Nominee No.2 Limited as trustees for The Ashtenne Industrial Fund Limited Partnership and New You Health & Performance Ltd dated 2 and 10 September, all dates in the year 2019.

Unit 61

Licence to Occupy between Ashtenne Industrial Fund Nominee No.1 Limited and Ashtenne Industrial Fund Nominee No.2 Limited as trustees for The Ashtenne Industrial Fund Limited Partnership and Fraser Buchanan dated 13 August and 25 September, all dates in the year 2019.

Unit 62A

Lease between Ashtenne Industrial Fund Nominee No.1 Limited and Ashtenne Industrial Fund Nominee No.2 Limited as trustees for The Ashtenne Industrial Fund Limited Partnership and TGK Logistics Scotland Limited.

Unit 62B

Lease between John Hillhouse (Plant Hire) Limited and General Furnishings (Scotland) Limited dated 10 May 2012.

Unit 63

Lease between John Hillhouse (Plant Hire) Limited and Allied Electrical Wholesalers Limited.

Unit 64

Lease constituted by missives of let between DLA Piper Scotland LLP (on behalf of Ashtenne Industrial Fund Nominee No.1 Limited and Ashtenne Industrial Fund Nominee No.2 Limited as trustees for The Ashtenne Industrial Fund Limited Partnership) and S & J Combe Transport Limited dated 23 and 24 June, and registered in the Books of Council and Session on 1 July, all dates in the year 2021.

Snack Bar (Container)

Vacant.

Container A1

Vacant.

Container A2

Vacant.

Container A3

Vacant.

Container A4

Vacant.

Container A5

| | | |
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| | | <p>Vacant. <u>Container A6 & A7</u> Vacant. <u>Container A8</u> Vacant. <u>Container A9</u> Vacant. <u>Container A10</u> Vacant. <u>Container A11</u> Vacant. <u>Container A12</u> Vacant. <u>Container A13</u> Vacant.</p> <p>All as subsequently varied and/or amended (where applicable).</p> |
| 28. | <p>ALL and WHOLE the subjects at 25 CLYDESMILL ROAD, GLASGOW G32 8RE registered in the Land Register of Scotland under Title Number LAN86274</p> | <p><u>25 Clydesmill Road, Cambuslang</u> <u>Unit 100</u> Licence to Occupy between 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 C&S Distributions Ltd dated 6 and 10 September, both dates in the year 2019. <u>Unit 101</u> Lease between Ashtenne Industrial Fund Nominee No.1 Limited and Ashtenne Industrial Fund Nominee No.2 Limited as trustees for The Ashtenne Industrial Fund Limited Partnership and Johnston Joiners Limited dated 22 and 23 May, and registered in the Books of Council and Session on 27 June, all dates in the year 2023. <u>Unit 102</u> Licence to Occupy between 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 Danic Lighting Limited dated 14 August and 10 September, both dates in the year 2019. <u>Unit 103</u> Licence to Occupy between 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 The Independent Family Funeral Directors Ltd dated 29 August and 25 September, both dates in the year 2019. <u>Unit 104</u> Licence to Occupy between Ashtenne Industrial Fund Nominee No.1 Limited and Ashtenne Industrial Fund Nominee No.2 Limited as trustees for The Ashtenne Industrial Fund Limited</p> |

Partnership in favour of C&S Distributions Ltd dated 6 and 10 September, both dates in the year 2019.

Unit 105

Licence to Occupy between Ashtenne Industrial Fund Nominee No.1 Limited and Ashtenne Industrial Fund Nominee No.2 Limited as trustees for The Ashtenne Industrial Fund Limited Partnership and Just Rigging & Inspections Scotland Ltd dated 5 and 19 August, both dates in the year 2019.

Unit 106

Missives of Let between DLA Piper Scotland LLP (on behalf of Ashtenne Industrial Fund Nominee No.1 Limited and Ashtenne Industrial Fund Nominee No.2 Limited as trustees for The Ashtenne Industrial Fund Limited Partnership) and Zak Rapid Ltd dated 5 October 2020.

Unit 207/208

Lease between John Hillhouse (Plant Hire) Limited and Edmundson Electrical Limited (undated).

Unit 209

Licence to Occupy between Ashtenne Industrial Fund Nominee No.1 Limited and Ashtenne Industrial Fund Nominee No.2 Limited as trustees for The Ashtenne Industrial Fund Limited Partnership and Gary McGuigan dated 20 August and 10 September, both dates in the year 2019.

Unit 210

Licence to Occupy between Ashtenne Industrial Fund Nominee No.1 Limited and Ashtenne Industrial Fund Nominee No.2 Limited as trustees for The Ashtenne Industrial Fund Limited Partnership and Tollcross Garage (1961) Limited dated 13 and 19 August, both dates in the year 2019.

Unit 211

Licence to Occupy between Ashtenne Industrial Fund Nominee No.1 Limited and Ashtenne Industrial Fund Nominee No.2 Limited as trustees for The Ashtenne Industrial Fund Limited Partnership and GT Autocare Ltd. dated 13 and 19 August, all dates in the year 2019.

Unit 212

Licence to Occupy between Ashtenne Industrial Fund Nominee No.1 Limited and Ashtenne Industrial Fund Nominee No.2 Limited as trustees for The Ashtenne Industrial Fund Limited Partnership and Optimus Decorating Services Limited dated 13 and 19 August, both dates in the year 2019.

Unit 213

Licence to Occupy between Ashtenne Industrial Fund Nominee No.1 Limited

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| | | <p>and Ashtenne Industrial Fund Nominee No.2 Limited as trustees for The Ashtenne Industrial Fund Limited Partnership and CW23 Limited dated 13 and 19 August, both dates in the year 2019.</p> <p>All as subsequently varied and/or amended (where applicable).</p> |
| 29. | ALL and WHOLE the area of ground at HAMILTON ROAD, STRATHAVEN being the subjects registered in the Land Register of Scotland under Title Number LAN128513 | <p><u>Hamilton Road Industrial Estate</u></p> <p><u>Unit 1</u> Lease between LD Properties Limited and Robert Sterritt dated 9 July 2010.</p> <p><u>Unit 2</u> Lease constituted by missives of let between DLA Piper Scotland LLP (on behalf of Ashtenne Industrial Fund No.1 Limited and Ashtenne Industrial Fund No.2 Limited as trustees for The Ashtenne Industrial Fund Limited Partnership) and Karen Sterritt dated 2 and 8 October and registered in the Books of Council and Session on 15 October, all dates in the year 2019.</p> <p><u>Unit 3</u> Lease constituted by missives of let between DLA Piper Scotland LLP (on behalf of Ashtenne Industrial Fund No.1 Limited and Ashtenne Industrial Fund No.2 Limited as trustees for The Ashtenne Industrial Fund Limited Partnership) and Lewbec Distribution Ltd dated 19 October 2020.</p> <p><u>Unit 4</u> Lease constituted by missives of let between DLA Piper Scotland LLP (on behalf of Ashtenne Industrial Fund No.1 Limited and Ashtenne Industrial Fund No.2 Limited as trustees for The Ashtenne Industrial Fund Limited Partnership) and Continental Carpets Ltd dated 1 and 3 June 2020.</p> <p><u>Unit 5</u> Vacant.</p> <p><u>Unit 6</u> Lease constituted by missives of let between DWF LLP (on behalf of Ashtenne Industrial Fund No.1 Limited and Ashtenne Industrial Fund No.2 Limited as trustees for The Ashtenne Industrial Fund Limited Partnership) and Gebbie & Wilson LLP (on behalf of Henderson Fine Food Co (Strathaven) Ltd) dated 9 January and registered in the Books of Council and Session on 8 March, both dates in the year 2023.</p> <p>All as subsequently varied and/or amended (where applicable).</p> |
| 30. | ALL and WHOLE the subjects at UNIT 1A, UNIT 1, UNIT 2, UNIT 3, UNIT 4, UNIT 5, UNIT 6, UNIT 7, UNIT 8 and UNIT 9, | <p><u>Portlethen Industrial Estate, Aberdeen</u></p> <p><u>Unit 1/1A</u></p> |

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| | <p>BARCLAYHILL PLACE, PORTLETHEN, ABERDEEN AB12 4PF registered in the Land Register of Scotland under Title Number KNC4627</p> | <p>Lease constituted by missives between DWF LLP (on behalf of Ashtenne Industrial Fund Nominee No.1 Limited and Ashtenne Industrial Fund Nominee No.2 Limited as Trustees for The Ashtenne Industrial Fund Limited Partnership) and Hamilton Watt & Co (on behalf of Kintore Autobody Limited) dated 14 April 2022.</p> <p><u>Unit 2</u> Lease between Allied Dunbar Assurance plc and Pumping and Metering and Calibration Services Limited dated 24 and 30 June and registered in the Books of Council and Session on 22 July, all dates in the year 2004.</p> <p><u>Unit 3</u> Lease between Hampshire County Council as Trustee of The Hampshire Pension Fund and Morrison Utility Services Limited dated 18 March and 1 April and registered in the Books of Council and Session on 11 April, all dates in the year 2016.</p> <p>Guarantee by Aecom Limited in favour of Hampshire County Council (as trustee of the Hampshire Pension Fund) dated 18 March and 1 April and registered in the Books of Council and Session on 11 April, all dates in the year 2016.</p> <p><u>Unit 6</u> Vacant</p> <p><u>Unit 7</u> Lease between Lash Capital Investments Ltd and Event-TM Ltd dated 24 May and 4 June and registered in the Books of Council and Session on 6 June, all dates in the year 2019.</p> <p><u>Unit 8</u> Vacant</p> <p><u>Unit 9</u> Lease between Zurich Assurance Ltd and North East Technology Solutions Limited dated 3 and 30 November 2006 and registered in the Books of Council and Session on 27 April 2007.</p> <p>All as subsequently varied and/or amended (where applicable).</p> |
| 31. | <p>ALL and WHOLE the subjects at MONTGOMERY PLACE WORKSHOPS at MONTGOMERY PLACE, IRVINE KA12 8PN registered in the Land Register of Scotland under Title Number AYR7585</p> | <p><u>Unit 11</u> Licence between Ashtenne Industrial Fund Limited Partnership and Blythswood Care 28 January and 23 February both dates in 2009.</p> <p>All as subsequently varied and/or amended (where applicable).</p> |

Part 2

Form of Notice to Tenants

[Tenant]

Date: _____

Assignment of Rents dated [] 2024 by [] in favour of SITUS ASSET MANAGEMENT LIMITED as Security Agent (the Security Agent) in relation to the lease of [] (the "Assignment of Rents")

1. We act on behalf of [] (the **Chargor**).
2. We refer to the lease of the above property as defined in the Assignment of Rents (the **Lease**).
3. [We refer also to the rental income guarantee by [] in favour of [] dated [] (the Rental Income Guarantee).]
4. On behalf of and as instructed by the Chargor we hereby:-
 - 4.1.1 give you notice that by the Assignment of Rents all of the Chargor's right, title and interest in and to the rents and all other monies reserved by or arising out of the [Lease] / [the Rental Income Guarantee] have been assigned by way of security to the Security Agent upon the terms set out in the Assignment of Rents.
 - 4.1.2 confirm that:
 - (i) the Chargor will remain liable under the [Lease] / [the Rental Income Guarantee] to perform all the obligations assumed by it under the [Lease] / [the Rental Income Guarantee]; and
 - (ii) none of the Security Agent, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of the [Lease] / [the Rental Income Guarantee].
- 4.2 The Chargor will also remain entitled to exercise all our rights, powers and discretions under the [Lease] / [the Rental Income Guarantee], and you should continue to give notices under the [Lease] / [the Rental Income Guarantee] to the Chargor, unless and until you receive notice from the Security Agent to the contrary stating that the security under the Assignment of Rents has become enforceable. In this event, all the rights, powers and discretions will be exercisable by, and all notices must be given to, the Security Agent or as it directs.
- 4.3 The Chargor irrevocably and unconditionally instructs and authorises you (notwithstanding any previous instructions which the Chargor may have given to the contrary), until you receive notice from the Security Agent to the contrary, to pay all rent and all other monies payable by you under the [Lease] / [the Rental Income Guarantee] to the following bank account:

Bank: []

Address: []

Sort Code: []

Account Number: []

Account Name: []

Reference: []
- 4.4 If so directed by the Security Agent in writing to pay all sums payable by you under the [Lease] / [the Rental Income Guarantee] directly to the Security Agent at such account as the Security Agent may specify from time to time.
5. This notice and any non-contractual obligations arising out of or in connection with it are governed by the laws of Scotland.

Please acknowledge receipt of this notice and your acceptance of its contents by signing the attached acknowledgement and returning it to the Security Agent. A certified copy of the Assignment of Rents is enclosed.

The instructions in this letter may not be revoked or amended without the prior written consent of the Security Agent.

Yours faithfully

.....
[[] as agents] for and on behalf of []

Form of Acknowledgement from Tenants

To: **SITUS ASSET MANAGEMENT LIMITED**

Ref: Mileway

[] (the Property)

We acknowledge receipt of a notice dated [] and addressed to us by [] as agents for and on behalf of [] (the Chargor) regarding the [Lease] / [the Rental Income Guarantee] (as defined in the notice) mentioned in such notice and we accept the instructions and authorisations contained in such notice.

We acknowledge and confirm that:

- (a) we have not, as at the date of this acknowledgement, received any notice that any third party has or will have any right or interest in, or has made or will be making any claim or demand or taking any action in respect, of the rights of the Chargor under or in respect of the [Lease] / [the Rental Income Guarantee] (as defined in the notice); and
- (b) we shall pay all rent and all other monies payable by us under the [Lease] / [the Rental Income Guarantee] to the account specified in the said notice and we shall continue to pay those monies to such account until we receive your written instructions to the contrary.

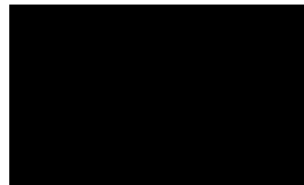
This letter and any non-contractual obligations arising out of it or in connection with it are governed by the laws of Scotland.

Yours faithfully

.....
For and on behalf of
[Tenant]

SITUS ASSET MANAGEMENT LIMITED

Matilde Vazquez
Vice President



.....
Director / Authorised Signatory
(Signatory, print full name including middle names)

.....
Director / Authorised Signatory
(Signatory please sign. Do not use initials)

**ASHTENNE INDUSTRIAL FUND NOMINEE
NO.1 LIMITED**

.....
Director / Authorised Signatory
(Signatory, print full name including middle names)

.....
Director / Authorised Signatory
(Signatory please sign. Do not use initials)

**ASHTENNE INDUSTRIAL FUND NOMINEE
NO.2 LIMITED**

.....
Director / Authorised Signatory
(Signatory, print full name including middle names)

.....
Director / Authorised Signatory
(Signatory please sign. Do not use initials)

This letter and any non-contractual obligations arising out of it or in connection with it are governed by the laws of Scotland.

Yours faithfully

.....
For and on behalf of
[Tenant]

SITUS ASSET MANAGEMENT LIMITED

.....
Director / Authorised Signatory
(Signatory, print full name including middle names)

.....
Director / Authorised Signatory
(Signatory please sign. Do not use initials)

**ASHTENNE INDUSTRIAL FUND NOMINEE
NO.1 LIMITED**

.....
GUEN SPEARING

.....
Director / Authorised Signatory
(Signatory, print full name including middle names)

.....


.....
Director / Authorised Signatory
(Signatory please sign. Do not use initials)

**ASHTENNE INDUSTRIAL FUND NOMINEE
NO.2 LIMITED**

.....
GUEN SPEARING

.....
Director / Authorised Signatory
(Signatory, print full name including middle names)

.....


.....
Director / Authorised Signatory
(Signatory please sign. Do not use initials)