



Registration of a Charge

Company name: **GREAT WESTERN (GENERAL PARTNER 2006) LIMITED**

Company number: **05897810**

Received for Electronic Filing: **04/02/2019**



X7YLUFX6

Details of Charge

Date of creation: **01/02/2019**

Charge code: **0589 7810 0028**

Persons entitled: **DEUTSCHE PFANDBRIEFBANK AG (AS SECURITY AGENT)**

Brief description: **MEANS ALL AND WHOLE THE PROPRIETOR'S INTEREST IN THE PROPERTY KNOWN AS AND FORMING GREAT WESTERN RETAIL PARK, GLASGOW COMPRISING (I) THE SUBJECTS REGISTERED IN THE LAND REGISTER OF SCOTLAND UNDER TITLE NUMBER GLA109583; AND (II) THE SUBJECTS REGISTERED IN THE LAND REGISTER OF SCOTLAND UNDER TITLE NUMBER GLA118891.**

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 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by:

REBECCA POLLINGTON



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5897810

Charge code: 0589 7810 0028

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st February 2019 and created by GREAT WESTERN (GENERAL PARTNER 2006) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th February 2019 .

Given at Companies House, Cardiff on 5th February 2019

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

EXECUTION VERSION

STANDARD SECURITY

by

**GREAT WESTERN (GENERAL PARTNER 2006) LIMITED
AND GREAT WESTERN (NOMINEE 2006) LIMITED**

In favour of

**DEUTSCHE PFANDBRIEFBANK AG
as Security Agent**

**Security Subjects: Great Western Retail Park, Great Western Road, Glasgow
Title Numbers: GLA109583 and GLA118891**

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For the purposes of the Legal Writings (Counterparts and Delivery) (Scotland) Act 2015, this Standard Security is delivered on 24 January 2019.

STANDARD SECURITY

By

GREAT WESTERN (GENERAL PARTNER 2006) LIMITED, a company incorporated under the Companies Acts in England and Wales (Registered Number 05897810) and **GREAT WESTERN (NOMINEE 2006) LIMITED**, a company incorporated under the Companies Acts in England and Wales (Registered Number 05911174) and both having their Registered Office at C/O Sidra Capital Lower Ground Floor, 48 Charles Street, London, England, W1J 5EN (hereinafter called the "**Chargors**");

in favour of

DEUTSCHE PFANDBRIEFBANK AG of Freisinger Strasse 5, 85716, Unterschleissheim, Germany and registered in England and Wales as a foreign company with number FC028655 and having its principal place of business in the United Kingdom at 23rd Floor, 20 Fenchurch Street, London EC3M 3BY, as security trustee for the Secured Parties in terms of the Facility Agreement aftermentioned (the "**Security Agent**", which expression shall include its successors and assignees as trustee foresaid from time to time).

WHEREAS:

- A. In terms of a facility agreement dated 19 October 2017 between SCGW Properties 1 Limited (as Borrower), SCGW Properties 2 Limited (as Guarantor) and Deutsche Pfandbriefbank AG as Original Lender, Arranger, Original Hedge Counterparty, Agent and Security Agent, to which the Chargors acceded as Acceding Obligors by an accession deed to Facility Agreement dated 8 November 2017 (each term as defined in that agreement, as amended by the Amendment and Restatement Agreement (as defined below) and as the same may be further amended, varied, novated or supplemented from time to time being the "**Facility Agreement**"): (i) the Lenders made available to the Original Borrower certain loan facilities (ii) the Lenders will make available to the Acceding Borrower certain loan facilities and (iii) the Security Agent has declared that it holds the Security Property on trust for the Secured Parties (each as defined therein);
- B. In security for the payment of all the Secured Liabilities (as defined below) the Chargors have entered into (i) an English law security agreement dated 8 November 2017 (as the same may be amended, varied, novated or supplemented in any way from time to time, being the "**Existing Security Agreement**") with, *inter alia*, the Security Agent and (ii) an English law confirmatory security agreement dated on or around the date hereof (as the same may be amended, varied, novated or supplemented in any way from time to time, being the "**Confirmatory Security Agreement**") with, *inter alia*, the Security Agent (the Facility Agreement, the Existing Security Agreement and the Confirmatory Security Agreement being hereinafter referred to as the "**Documents**");
- C. As a condition under the Amendment and Restatement Agreement, the Chargors have agreed to grant this Standard Security; and
- D. This Standard Security is an Acceding Obligor Security Document for the purposes of (and as defined in) the Facility Agreement.

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Standard Security:

"**Amendment and Restatement Agreement**" means the amendment and restatement agreement dated on or around the date hereof between the parties to the Facility Agreement.

"**Event of Default**" has the meaning given to that term in the Facility Agreement.

"**Existing Standard Security**" means the standard security dated 8 November 2017 granted by the Chargors in favour of the Security Agent over the Security Subjects.

"**Finance Document**" has the meaning given to that term in the Facility Agreement.

"**Finance Party**" has the meaning given to that term in the Facility Agreement.

"**Leases**" means the leases listed in the Schedule.

"**Obligor**" has the meaning given to that term in the Facility Agreement.

"**Receiver**" means a receiver or an administrator in each case appointed of the whole or any part of the Security Subjects and that term will include any appointee made under a joint or several appointment.

"**Schedule**" means the schedule annexed and signed as relative hereto.

"**Secured Liabilities**" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly, severally or in any other capacity whatsoever) of each Transaction Obligor to any Secured Party under or pursuant to each Finance Document.

"**Secured Parties**" has the meaning given to that term in the Facility Agreement.

"**Security**" has the meaning given to that term in the Facility Agreement.

"**Security Period**" means the period beginning on the date of this Standard Security and ending on the date on which all the Secured Liabilities have been irrevocably and unconditionally paid in full and that all facilities which might give rise to any Secured Liabilities have been terminated.

"**Security Subjects**" means ALL and WHOLE the proprietor's interest in the property known as and forming Great Western Retail Park, Glasgow comprising (i) the subjects registered in the Land Register of Scotland under Title Number **GLA109583**; and (ii) the subjects registered in the Land Register of Scotland under Title Number **GLA118891**.

"**Standard Conditions**" means the standard conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 as amended, and any lawful variation thereof operative for the time being.

"**Transaction Obligor**" has the meaning given to that term in the Facility Agreement.

1.2 Construction

- (a) Capitalised terms defined in the Facility Agreement have, unless expressly defined in this Standard Security, the same meanings in this Standard Security.
- (b) The provisions of Clause 1.2 (*Construction*) of the Facility Agreement shall apply, with any necessary amendments, in this Standard Security.
- (c) Any reference in this Standard Security to the "**Chargors**", the "**Security Agent**" or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees to, or of, its rights and/or obligations under the Finance Documents (as relevant) and, in the case of the Security Agent, any person for the time being appointed as Security Agent in accordance with the Facility Agreement.

1.3 Joint and Several Chargors

Where two or more persons purport to create a standard security over the Security Subjects by this Standard Security then:

- (a) they (or such of them as have the joint interest in the Security Subjects) shall be deemed to have jointly secured their joint interest in the Security Subjects;
- (b) each person shall be deemed to have secured its individual interest (if any) in the Security Subjects; and
- (c) each person shall be deemed to have confirmed the standard security granted by the others.

1.4 **Benefit**

The provisions of this Standard Security are for the benefit of the Security Agent as agent and security trustee for and on behalf of the Secured Parties.

2. **UNDERTAKING TO PAY**

Without limiting Clause 18 (*Guarantee and Indemnity*) of the Facility Agreement, the Chargors shall pay the Secured Liabilities when due or if they do not specify a time, on written demand by the Security Agent.

3. **STANDARD SECURITY**

As continuing security for the payment of all the Secured Liabilities the Chargors hereby GRANT a standard security in favour of the Security Agent over the Security Subjects.

4. **VARIATION TO STANDARD CONDITIONS**

The Standard Conditions shall apply and the Chargors agree that the Standard Conditions shall be varied in so far as lawful and applicable by the provisions of the Documents to the effect that in so far as the provisions of the Documents extend, add to, depart from or conflict with the Standard Conditions or there is any inconsistency between the Standard Conditions and the applicable provisions of the Documents, the applicable provisions of the Documents shall prevail.

5. **INCORPORATION OF DOCUMENTS**

In so far as applicable and permitted by law, the whole terms, undertakings, obligations, powers, rights and provisions of and contained in the Documents (in so far as they relate to the Security Subjects) shall be deemed to form part of this Standard Security and incorporated herein *mutatis mutandis* but so that each reference therein to the Security Assets, the "assets" or the Property (as the context so requires) shall be read as a reference to the Security Subjects and shall be in addition to the obligations of the Chargors specified herein. In the event of and to the extent of any conflict between an obligation contained in the Documents and the terms of this Standard Security, the terms of the obligation contained in the Documents shall prevail.

6. **CONTINUING SECURITY**

6.1 **Continuing Security**

The Security created, or expressed to be created, by this Standard Security is a continuing security and will extend to the ultimate balance of the Secured Liabilities, regardless of any intermediate payment or discharge in whole or in part.

6.2 **Additional Security**

The Security created, or expressed to be created, by this Standard Security:

- (a) is in addition to, and is not in any way prejudiced by, any other Security or other right now or subsequently held by any Finance Party; and
- (b) may be enforced against the Chargors without having recourse to any other rights of any Finance Party.

6.3 **Survival of Obligations**

The payment obligations of the Obligors under the Finance Documents shall survive the enforcement of the whole or any part of the Security Subjects.

7. **RESTRICTIONS ON DEALINGS**

7.1 **Security**

The Chargors shall not create or permit to subsist any Security over the Security Subjects, other than any Security permitted by the Finance Documents.

7.2 Disposals

The Chargors shall not (nor agree to) enter into a single transaction or series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, licence, transfer or otherwise dispose of the Security Subjects except as permitted by the Finance Documents.

8. REPRESENTATIONS

8.1 The Chargors represent and warrant to the Security Agent (for the benefit of each Finance Party) on the date of this Standard Security that:

- (a) subject to the Legal Reservations, this Standard Security:
 - (i) creates (or, once entered into, will create) in favour of the Security Agent, the Security which it is expressed to create fully perfected and with the ranking and priority it is expressed to have;
 - (ii) is not subject to any prior or pari passu ranking Security; and
 - (iii) is not liable to be avoided or set aside on its liquidation, administration or otherwise; and
- (b) it is the heritable proprietor of the Security Subjects.

8.2 Each of the representations made in this Clause are deemed to be made by the Chargors, by reference to the facts and circumstances then existing on the date of the Utilisation Request, on the Utilisation Date and on each Interest Payment Date.

9. ENFORCEMENT

9.1 When Enforceable

This Standard Security shall be immediately enforceable if an Event of Default occurs and is continuing whereupon the Security Agent shall be entitled to enforce this Standard Security at the times, in any manner and on the terms it thinks fit and to exercise its rights and remedies under the Standard Conditions and, as appropriate, having regard to the circumstances then prevailing, the Chargors shall be held to be in default within the meaning of Standard Condition 9 of the Standard Conditions whereupon, and without prejudice to all other rights and powers of the Security Agent, the Security Agent shall be entitled (but shall not be obliged) to enter into possession of the Security Subjects.

9.2 No Duty to Enquire

No person dealing with the Security Agent, any Receiver or any Delegate shall be concerned to enquire:

- (a) whether an Event of Default has occurred or whether the rights conferred by or pursuant to any Finance Document are exercisable;
- (b) whether any consents, regulations, restrictions or directions relating to such rights have been obtained or complied with;
- (c) otherwise as to the propriety or regularity of acts purporting or intended to exercise any such rights; or
- (d) as to the application of any money borrowed or raised.

10. PRESERVATION OF SECURITY

10.1 Reinstatement

If any discharge, release or arrangement (whether in respect of the obligations of any Transaction Obligor or any security for those obligations or otherwise) is made by a Finance Party in whole or in part on the basis of any payment, security or other disposition which is avoided or must be restored in insolvency, liquidation, administration or otherwise, without limitation, then the liability of the Chargors under this Standard Security will continue or be reinstated as if the discharge, release or

arrangement had not occurred and each Finance Party shall be entitled to recover the value or amount of that payment, security or disposition from the Chargors.

10.2 Waiver of Defences

The obligations of the Chargors under this Standard Security will not be affected by any act, omission, matter or thing which, but for this Clause, would reduce, release or prejudice any of its rights and/or obligations under this Standard Security (and whether or not known to it or any Finance Party) including, without limitation:

- (a) any time, waiver or consent granted to, or composition with, any Transaction Obligor or other person;
- (b) the release of any Transaction Obligor or any other person under the terms of any composition or arrangement with any creditor of any other person;
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of any Transaction Obligor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of a Transaction Obligor or any other person;
- (e) any amendment, novation, supplement, extension (whether of maturity or otherwise) or restatement (in each case, however fundamental, whether or not more onerous or of whatever nature) or replacement of a Finance Document or any other document or security, including, without limitation, any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under any Finance Document or other document or security;
- (f) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security; or
- (g) any insolvency or similar proceedings.

10.3 Immediate Recourse

The Chargors waive any right they may have of first requiring any Secured Party (or any trustee or agent on its behalf) to proceed against or enforce any other rights or security or claim payment from any person before claiming from the Chargors under this Standard Security. This waiver applies irrespective of any law or any provision of a Finance Document to the contrary.

10.4 Appropriations

10.4.1 Until the Secured Liabilities have been irrevocably paid in full, any Secured Party (or any trustee or agent on its behalf) may:

- (a) refrain from applying or enforcing any other moneys, security or rights held or received by that Finance Party (or any trustee or agent on its behalf) in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and the Chargors shall not be entitled to the benefit of the same; and
- (b) hold in an interest-bearing suspense account any moneys received from the Chargors or on account of the Chargors' liability under this Standard Security.

10.4.2 No Finance Party shall be entitled to charge interest under clause 8.4 (Default Interest) of the Facility Agreement on any moneys held in a suspense account pursuant to Clause 15.4.1(b).

10.5 Deferral of the Chargors' Rights

Until the Secured Liabilities have been irrevocably paid in full and unless the Security Agent otherwise directs, the Chargors shall not exercise any rights which they may have by reason of performance by them of their obligations under the Finance Documents or by reason of any amount being payable, or liability arising, under this Standard Security:

- (a) to be indemnified by an Obligor or any other person;
- (b) to claim any contribution from any other guarantor of any Transaction Obligor's obligations under the Finance Documents;
- (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Finance Parties under the Finance Documents or of any other guarantee or security taken pursuant to, or in connection with, the Finance Documents by any Secured Party;
- (d) to bring legal or other proceedings for an order requiring a Transaction Obligor to make any payment, or perform any obligation, in respect of which a Transaction Obligor has given a guarantee, undertaking or indemnity under any Finance Document;
- (e) to exercise any right of set-off against any Transaction Obligor or other person; and/or
- (f) to claim or prove as a creditor of any Transaction Obligor or other person in competition with any Finance Party.

If the Chargors receive any benefit, payment or distribution in relation to such rights, they shall hold that benefit, payment or distribution (to the extent necessary to enable all amounts which may be or become payable to the Secured Parties by the Chargors under or in connection with the Finance Documents to be repaid in full) on trust for the Secured Parties and shall promptly pay or transfer the same to the Security Agent or as the Security Agent may direct.

11. PAYMENTS

11.1 Set-Off

The Security Agent may set off any matured obligation due from the Chargors under this Standard Security (to the extent beneficially owned by the Security Agent and/or a Finance Party) against any matured obligation owed by the Security Agent and/or a Finance Party to the Chargors, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Security Agent may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

11.2 Taxes

The Chargors shall pay any Tax and VAT in respect of any amount payable by it to the Security Agent any Receiver, Delegate or Finance Party under this Standard Security in accordance with the Facility Agreement.

11.3 Default Interest

Any amount due but unpaid by the Chargors under this Standard Security shall incur interest in accordance with default interest provisions of the Facility Agreement.

11.4 Application of Payments to the Security Agent

The Security Agent shall apply all amounts received or recovered under this Standard Security in satisfaction of, whether in whole or in part, the Secured Liabilities in accordance with the Facility Agreement.

11.5 Currency of Account

- (a) Subject to paragraphs (b) and (c) below, sterling is the currency of account and payment for any sum due from the Chargors.
- (b) All payments by the Chargors under this Standard Security (including damages for their breach) shall be made in the currency in which the relevant amount is denominated, or if different, is payable and to such account, with such person and such other manner as the Security Agent may direct.
- (c) Any amount expressed to be payable in a currency other than sterling shall be paid in that other currency.

11.6 Day Count Convention

Any interest, commission fee or other sum accruing under this Standard Security will accrue from day to day and is calculated on the basis of the actual number of days elapsed and a year of 365 days or, in any case where the practice in the Relevant Interbank Market differs, in accordance with that market practice.

12. CALCULATIONS AND CERTIFICATES

12.1 Accounts

In any litigation or arbitration proceedings arising out of or in connection with this Standard Security, the entries made in the accounts maintained by the Chargors are *prima facie* evidence of the matters to which they relate.

12.2 Certificates and Determinations

Any certification or determination by the Security Agent of a rate or amount under this Standard Security is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

13. RELEASE OF SECURITY

13.1 Release

At the end of the Security Period, the Security Agent shall, at the written request and cost of the Chargors, take all action reasonably necessary to discharge this Standard Security and return all deeds and documents of title held by the Security Agent in relation to this Standard Security and execute and deliver such further deeds and documents as the Chargors may reasonably require to give effect to this Clause.

13.2 Retention

If the Security Agent considers that any amount paid or credited to it under a Finance Document or this Standard Security is capable of being avoided or otherwise set aside, that amount shall not be considered to have been paid for the purposes of determining whether all the Secured Liabilities have irrevocably paid.

13.3 Tacking

The Chargors acknowledge that each Finance Party shall comply with its obligations under the Finance Documents (including any obligation to make further advances).

13.4 No Merger or Prejudice

This Standard Security is in addition to and will not merge in or in any way be prejudiced or affected by the holding or release by the Security Agent of any other security at any time held by the Security Agent.

13.5 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 of this Standard Security nor the legality, validity or enforceability of the remaining provisions under the law of any other jurisdiction will in any way be affected or impaired.

13.6 Remedies and Waivers

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

14. CHANGES TO THE PARTIES

14.1 Assignment and Transfer by the Chargors

The Chargors shall not assign any of their rights or transfer (whether by novation or otherwise) any of its rights or obligations under this Standard Security.

14.2 Assignment and Transfer by the Security Agent

The Security Agent may assign any of its rights or transfer (whether by novation or otherwise) any of its rights or obligations under this Standard Security to any person to which it is permitted to assign its rights or transfer any of its rights or obligations under the terms of the Facility Agreement.

15. THE FINANCE DOCUMENTS

The Chargors acknowledge the terms of the Finance Documents, including, without limitation, Clause 8.4 (*Default interest*), Clause 27 (*Role of the Agent, the Security Agent and the Arranger*) and Clause 28 (*Application of Proceeds*) of the Facility Agreement.

16. NOTICES

Every notice, request, demand or other communication under this Standard Security shall be made and delivered in accordance with the Facility Agreement.

17. COUNTERPARTS, DELIVERY ETC

17.1 This Standard Security may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Standard Security.

17.2 Where this Standard Security is executed in counterparts:

- 17.2.1 it shall not take effect until all counterparts have been delivered;
- 17.2.2 all counterparts shall be held as undelivered for the purposes of The Legal Writings (Counterparts and Delivery) (Scotland) Act 2015 until the parties agree the date on which they are to be treated as delivered; and
- 17.2.3 such date of delivery shall be inserted in the blank provided for that purpose on page 1 of this Standard Security.

18. GOVERNING LAW

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

19. WARRANTICE AND CONSENT TO REGISTRATION

The Chargor grants warrantice but excepting therefrom the Leases and the Existing Standard Security but without prejudice to the right of the Security Agent to quarrel or impugn the same on any ground of law not inferring warrantice against the Chargor and consents to registration hereof and any certificate referred to in Clause 12.2 for preservation:

IN WITNESS WHEREOF these presents consisting of this and the preceding eight pages and the Schedule are executed as follows and are delivered for the purposes of the Legal Writings (Counterparts and Delivery) (Scotland) Act 2015 on the date specified on page 1 of this Standard Security:-

SUBSCRIBED for and on behalf of
GREAT WESTERN (GENERAL PARTNER 2006) LIMITED

at Sene

on 23 Jan 2019

By

TREVOR L NORMAN

Print full name

in the presence of:


Witness:

Full Name:

Paula Evans

Address:

37 Esplanade, St Helier
Jersey JE1 2TR


Director / Authorised Signatory

SUBSCRIBED for and on behalf of
GREAT WESTERN (NOMINEE 2006) LIMITED

at Jersey
on 23 JANUARY 2019

By MURLEY LE FEVRE
Print full name


Director / Authorised Signatory

in the presence of:

Witness: 
Full Name: Paula Evans

Address: Esplanade, St Heller
Jersey JE1 2TR

SUBSCRIBED for and on behalf of
DEUTSCHE PFANDBRIEFBANK AG

at _____
on _____

By _____
Print full name

Director / Authorised Signatory

Print full name

Director / Authorised Signatory

in the presence of:

Witness: _____

Full Name: _____

Address: _____

SUBSCRIBED for and on behalf of
GREAT WESTERN (NOMINEE 2006) LIMITED

at _____

on _____

By _____

Print full name _____

Director / Authorised Signatory

in the presence of:

Witness: _____

Full Name: _____

Address: _____

SUBSCRIBED for and on behalf of
DEUTSCHE PFANDBRIEFBANK AG

at LONDON

on 23 JANUARY 2019

By James Buckle

Print full name _____

Director / Authorised Signatory

Print full name _____

Matthew Clark
 Authorised Signatory

Director / Authorised Signatory

in the presence of:

Witness: Amy Whitney

Full Name: AMY WHITNEY

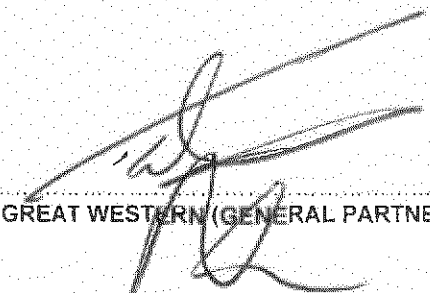
Address: _____

Fieldfisher LLP
 Riverbank House
 2 Swan Lane
 London
 EC4R 3TT

This is the Schedule referred to in the foregoing Standard Security granted by Great Western (General Partner 2006) Limited and Great Western (Nominee 2006) Limited in favour of Deutsche Pfandbriefbank AG as Security Agent

1. Lease between Chartwell Land Investments Limited and B and Q plc relating to the **B&Q Unit, Great Western Retail Park** dated 19 June and 29 October 1996 and registered in the Books of Council and Session on 29 May 2002 as subsequently varied and/or amended;
2. Lease between Chartwell Land Investments Limited and Carpetright plc relating to **Unit 1 and 2, Great Western Retail Park** dated 29 January and 26 February 1996 and registered in the Books of Council and Session on 26 July 1996 the tenant's interest in which is registered in the Land Register of Scotland until Title Number GLA120792 as subsequently varied and/or amended;
3. Lease between The Trustees of the Hercules Unit Trust, A Share & Sons Limited and SCS Upholstery plc relating to **Unit 3, Great Western Retail Park** dated 2 May and 22 May 2003 and registered in the Books of Council and Session on 1 July 2003 as subsequently varied and/or amended;
4. Lease between Great Western (Nominee 2006) Limited, Great Western (General Partner 2006) Limited and Wren Kitchens Limited relating to **Unit 4, Great Western Retail Park** dated 27 November and 14 December 2012 and registered in the Books of Council and Session on 7 January 2013 as subsequently varied and/or amended;
5. Lease between Chartwell Land Investments Limited and Harveys Furnishing Group Limited relating to **Unit 5, Great Western Retail Park** dated 14 and 26 February 1996 and was registered in the Books of Council & Session on 26 July 1996 the tenant's interest in which is registered in the Land Register of Scotland on 1 July 1996 under Title Number GLA120701 as subsequently varied and/or amended;
6. Lease between Great Western (Nominee 2006) Limited and Great Western (General Partner 2006) Limited and Tapi Carpets & Floors Limited relating to **Unit 6, Great Western Retail Park** dated 12 October and 19 November 2015 and registered in the Books of Council & Session on 25 November 2015 as subsequently varied and/or amended;
7. Lease between Chartwell Land Investments Limited and Sterling Furnishing Group Limited relating to **Unit 7, Great Western Retail Park** dated 23 May and 26 June 1996 and registered in the Books of Council & Session on 9 December 1997, the tenant's interest in which was registered in the Land Register of Scotland on 30 October 1997 under Title Number GLA130054 as subsequently varied and/or amended;
8. Lease between Great Western (Nominee 2006) Limited and Great Western (General Partner 2006) Limited and B & M Retail Limited relating to **Unit 8, Great Western Retail Park** dated 27 October 2014 and 29 September 2015 registered in the Books of Council and Session on 16 February 2016 as subsequently varied and/or amended;
9. Lease between Atlas Investments Limited and Burgerking Limited relating to the **Burger King Unit, Great Western Retail Park** dated 9 January and 2 February 1996 and registered in the Books of Council and Session on 21 March 1996 as subsequently varied and/or amended;
10. Lease between Atlas Investments Limited and Pizza Hut (UK) Limited relating to the **Pizza Hut Unit, Great Western Retail Park** dated 3 January and 2 February 1996 and registered in the Books of Council and Session on 12 March 1996 as subsequently varied and/or amended;
11. Lease between Great Western (Nominee 2006) Limited and Great Western (General Partner 2006) Limited and Kentucky Fried Chicken (Great Britain) Limited relating to a **Drive-thru restaurant unit, Great Western Retail Park** dated 6 June and 13 July 2017 and undergoing registration in the Books of Council and Session, as subsequently varied and/or amended;
12. Lease between Great Western (General Partner 2006) Limited, Great Western (Nominee 2006) Limited and Starbucks Coffee Company (UK) Limited relating to the **Drive-thru coffee unit, Great Western Retail Park** 24 May and 6 June 2017 and registered in the Books of Council and Session on 12 July 2017 as subsequently varied and/or amended;

13. Lease between Great Western (Nominee 2006) Limited and Great Western (General Partner 2006) Limited and McDonald's Restaurants Limited relating to a **Drive-thru restaurant unit, Great Western Retail Park** dated 23 June and 13 September 2017 and registered in the Books of Council and Session on 28 September 2017, as subsequently varied and/or amended;
14. Lease between Great Western (Nominee 2006) Limited and Great Western (General Partner 2006) Limited and Energetics Electricity Limited relating to a **substation, Great Western Retail Park** dated 27 February and 2 March 2017 and undergoing registration in the Land Register of Scotland until Title Number GLA225540 as subsequently varied and/or amended;
15. Lease between Great Western (Nominee 2006) Limited and Great Western (General Partner 2006) Limited and Scottish Distribution plc relating to a **substation, Great Western Retail Park** dated 4 May and subsequent date or dates and to be registered in the Books of Council and Session and the Land Register of Scotland as subsequently varied and/or amended;
16. Lease between Atlas Investments Limited and Scottish Power plc relating to a **substation site, Great Western Retail Park** dated 4 and 19 December 1995 the tenant's interest in which is registered in the Land Register of Scotland under Title Number GLA119929 as subsequently varied and/or amended.
17. Lease between Great Western (General Partner 2006) Limited and Great Western (Nominee 2006) Limited and Carpetright plc relating to Unit 7, Great Western Retail Park, Great Western Road, Glasgow dated 29 November and 17 December 2018 and to be registered in the Books of Council and Session as subsequently varied and/or amended.



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GREAT WESTERN (GENERAL PARTNER 2006) LIMITED

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GREAT WESTERN (NOMINEE 2006) LIMITED

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13. Lease between Great Western (Nominee 2006) Limited and Great Western (General Partner 2006) Limited and McDonald's Restaurants Limited relating to a **Drive-thru restaurant unit, Great Western Retail Park** dated 23 June and 13 September 2017 and registered in the Books of Council and Session on 28 September 2017, as subsequently varied and/or amended;
14. Lease between Great Western (Nominee 2006) Limited and Great Western (General Partner 2006) Limited and Energetics Electricity Limited relating to a **substation, Great Western Retail Park** dated 27 February and 2 March 2017 and undergoing registration in the Land Register of Scotland until Title Number GLA225540 as subsequently varied and/or amended;
15. Lease between Great Western (Nominee 2006) Limited and Great Western (General Partner 2006) Limited and Scottish Distribution plc relating to a **substation, Great Western Retail Park** dated 4 May and subsequent date or dates and to be registered in the Books of Council and Session and the Land Register of Scotland as subsequently varied and/or amended;
16. Lease between Atlas Investments Limited and Scottish Power plc relating to a **substation site, Great Western Retail Park** dated 4 and 19 December 1995 the tenant's interest in which is registered in the Land Register of Scotland under Title Number GLA119929 as subsequently varied and/or amended.
17. Lease between Great Western (General Partner 2006) Limited and Great Western (Nominee 2006) Limited and Carpetright plc relating to Unit 7, Great Western Retail Park, Great Western Road, Glasgow dated 29 November and 17 December 2018 and to be registered in the Books of Council and Session as subsequently varied and/or amended.

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