



Registration of a Charge

Company Name: **OCEAN TERMINAL LIMITED**

Company Number: **SC178696**



Received for filing in Electronic Format on the: **24/08/2021**

XABL5PHU

Details of Charge

Date of creation: **18/08/2021**

Charge code: **SC17 8696 0017**

Persons entitled: **ICG-LONGBOW DEBT INVESTMENTS NO. 4 S.À R.L**

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: 178696

Charge code: SC17 8696 0017

The Registrar of Companies for Scotland hereby certifies that a charge dated 18th August 2021 and created by OCEAN TERMINAL LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th August 2021 .

Given at Companies House, Edinburgh on 24th August 2021

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

ASSIGNATION OF RENTS
between
OCEAN TERMINAL LIMITED
as Chargor
and
ICG-LONGBOW DEBT INVESTMENTS NO. 4 S.À R.L.
as Lender

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THIS ASSIGNATION is made between:

- (1) **OCEAN TERMINAL LIMITED**, a limited company incorporated in Scotland with registered number SC178696 whose registered office is at C/O Brodies LLP, 110 Queen Street, Glasgow, United Kingdom, G1 3BX ("**Chargor**"); and
- (2) **ICG-LONGBOW DEBT INVESTMENTS No. 4 S.À R.L.** a private limited liability company (*société à responsabilité limitée*) incorporated under the laws of Luxembourg with registered address at 2, Boulevard de la Foire, L – 1528, Luxembourg and registered with the Luxembourg Trade and Companies Registry (RCS Luxembourg) with number B195.087, as lender ("**Lender**").

BACKGROUND

- (A) The Lender has agreed, pursuant to the Finance Documents, to provide the Chargor with loan facilities on a secured basis.
- (B) Under this Assignment, the Chargor provides security to the Lender for the Secured Obligations.

1. Definitions and Interpretation

- 1.1 Terms defined in the Facility Agreement shall, unless otherwise defined in this Assignment, have the same meaning when used in this Assignment.

1.2 Definitions

The following definitions apply in this Assignment:

"Existing Assignment of Rents" means the assignment of rents by the Chargor in favour of the Lender with an effective date of 15 December 2017.

"Facility Agreement" means the £58,050,000 facility agreement originally dated 15 December 2017 as amended and restated on or around the effective date of this Assignment, between the Chargor and the Lender as amended, amended and restated, supplemented or novated from time to time.

"Occupational Lease" means:

- (a) each of the leases detailed in Part 1 of the Schedule to this Assignment (as amended, varied or supplemented from time to time);
- (b) any other lease or licence or other right of occupation or right to receive rent to which the Property may at any time be subject; and
- (c) any guarantee of a Tenant's obligations under (a) or (b) above.

"Property" means ALL and WHOLE (In the First Place) Ocean Terminal, Ocean Drive, Leith, Edinburgh registered in the Land Register of Scotland under Title Number MID11162 (under exception of the plot or area of ground lying to the north of Ocean Terminal disposed by disposition by the Chargor in favour of Muckle Brig Limited dated 23 July 2019 and undergoing registration in the Land Register of Scotland under Title Number MID210780) (In the Second Place) three areas of ground at Ocean Terminal, Edinburgh registered in the Land Register of Scotland under Title Number MID139135 and (In the Third Place) that area or piece of ground forming part of the quayside lying adjacent to Ocean Terminal Edinburgh in the County of Midlothian together with the tower erected thereon and the airspace above the Quay Area (as defined in the Deed of Conditions by Forth Ports plc dated 23 December and recorded in the Division of the General Register of Sasines for the County of Midlothian on 24 December 1998) to the extent occupied by the tower but under exception of the quay walls forming part of and supporting the Quay Area and including for the avoidance of doubt all tie rods forming part of and supporting the Quay Area which area or piece of ground is more particularly described in and delineated in red on the plan annexed and executed as relative to the Ground Lease between Forth Ports PLC and Ocean Terminal Limited dated 8 February and recorded in the Division of the General Register of Sasines for the County of Midlothian on 23 March 2001 as varied by the Minute of Variation between Forth Ports Limited and Ocean Terminal Limited dated 12

December 2012 and 25 February 2013 and recorded in the said Division of the General Register of Sasines on 27 March 2013 and now registered in the Land Register of Scotland under Title Number 197982.

"Qualifying Lease" means any Occupational Lease entered into after the date of this Assignment with a passing rental of at least £50,000 per annum.

"Tenant" means a tenant for the time being under a Lease Document and includes any guarantor, trustee in sequestration, receiver, liquidator, administrator or similar persons in relation to that tenant.

1.3 Construction

In this Assignment:

- 1.3.1 clause and Schedule headings shall not affect the interpretation of this Assignment;
- 1.3.2 a reference to a person shall include a reference to an individual, firm, company, corporation, partnership, unincorporated body of persons, government, state or agency of a state or any association, trust, joint venture or consortium (whether or not having separate legal personality) and that person's personal representatives, successors, permitted assigns and permitted transferees;
- 1.3.3 unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular;
- 1.3.4 unless the context otherwise requires, a reference to one gender shall include a reference to the other genders;
- 1.3.5 a reference to a party shall include that party's successors, permitted assigns and permitted transferees;
- 1.3.6 a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;
- 1.3.7 a reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision;
- 1.3.8 a reference to writing or written includes fax but not e-mail;
- 1.3.9 an obligation on a party not to do something includes an obligation not to allow that thing to be done;
- 1.3.10 a reference to this Assignment (or any provision of it) or to any other agreement or document referred to in this Assignment is a reference to this Assignment, that provision or such other agreement or document as amended (in each case, other than in breach of the provisions of this Assignment) from time to time;
- 1.3.11 unless the context otherwise requires, a reference to a clause or Schedule is to a clause of, or Schedule to, this Assignment and a reference to a paragraph is to a paragraph of the relevant Schedule;
- 1.3.12 any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms;
- 1.3.13 a reference to an amendment includes a novation, re-enactment, supplement or variation (and amended shall be construed accordingly);
- 1.3.14 a reference to an authorisation includes an approval, authorisation, consent, exemption, filing, licence, notarisation, registration and resolution;
- 1.3.15 an Event of Default is "continuing" if it has not been waived;
- 1.3.16 a reference to determines or determined means, unless the contrary is indicated, a determination made at the absolute discretion of the person making it;
- 1.3.17 a reference to a regulation includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, inter-governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation; and

- 1.3.18 In the event of any conflict or inconsistency in the terms of this Assignment and the Facility Agreement, the Facility Agreement shall prevail to the extent of such conflict or inconsistency.

2. Undertaking to Pay

2.1 Undertaking to pay

The Chargor shall, on demand, pay to the Lender or discharge the Secured Obligations in the manner and at the times when they become due in accordance with the Finance Documents.

2.2 Certificates

A certificate signed by any manager or officer of the Lender as to the amount or nature of the Secured Obligations or any part of them will, in the absence of manifest error, be conclusive and binding on the Chargor.

3. Assignment in Security

3.1 Assignment

The Chargor as a continuing security for the payment and discharge of the Secured Obligations HEREBY ASSIGNS to the Lender all its right, title, interest, and benefit, present and future, in and to the Rental Income to the extent not assigned to the Lender by the Chargor pursuant to the Existing Assignment of Rents.

3.2 Receipt by the Lender

The Chargor declares and accepts that the receipt of the Lender issued in respect of the Rental Income shall, in the absence of manifest error, be a full and sufficient discharge for them and binding on the Chargor.

4. Existing Assignment

The Chargor and the Lender hereby declare that the whole Rental Income is held on the terms of this Assignment in security for the Secured Obligations.

5. Intimation

5.1 Intimation

The Chargor shall promptly, and in any event within 5 Business Days of the execution of this Assignment, intimate to each Tenant the fact that the Chargor has assigned the Rental Income in security to the Lender, such intimation to be in substantially the form set out in Part 2 of the Schedule to this Assignment and will use reasonable endeavours to procure that each Tenant shall give an acknowledgement to the Lender in substantially the form set out in Part 3 of the Schedule.

5.2 New leases

On each Payment Date, the Chargor shall grant a new Assignment of Rents (in terms materially the same as this Assignment) in respect of any Occupational Leases entered into since the previous Payment Date and shall:

- 5.2.1 in respect of any new Occupational Lease which is a Qualifying Lease, promptly, and in any event within 2 Business Days of the execution of such Assignment, intimate the granting of the same to the Tenants; and

- 5.2.2 in respect of any new Occupational lease which is not a Qualifying Lease, intimate the granting of the same to the Tenants if required by the Lender,

in each case such intimation to be in substantially the form set out in Part 2 of the Schedule to this Assignment and the Chargor will use reasonable endeavours to procure that each Tenant shall give an acknowledgement to the Lender in substantially the form set out in Part 3 of the Schedule.

6. Negative Pledge

The Chargor will not:

- 6.1 create or allow to exist any fixed security or floating charge over all or any of the Rental Income other than in favour of the Lender; or
- 6.2 dispose of all or any of the Rental Income,

except as expressly permitted by the Facility Agreement or with the prior consent of the Lender or pursuant to the Existing Assignment of Rents

7. Undertakings and Further Assurance

The Chargor undertakes to the Lender:

- 7.1 to act in the manner of a responsible and reasonable landlord in relation to the Occupational Leases in accordance with the terms of the Facility Agreement;
- 7.2 save as permitted under the Facility Agreement, not without the prior written consent of the Lender to purport to exercise or to exercise any rights of entry except in the ordinary course of business or other rights of enforcement as the landlord under the Occupational Leases and in particular, but without prejudice to the foregoing, not to compromise or release any obligation or payment which may from time to time be outstanding or due from the Tenants under the Occupational Leases;
- 7.3 not to do or cause or permit to be done or omit to do anything which may depreciate, jeopardise or otherwise prejudice, in each case in a material way, the value of or the enforceability or the recovery of the Rental Income;
- 7.4 to deliver within fourteen days of written demand at no charge to the Lender all documents and deeds constituting the Occupational Leases and any notices served in relation to the Occupational Leases (or extract registered copies, failing the availability of which, certified true copies); and
- 7.5 to do all such acts and things as the Lender may reasonably require for perfecting or protecting the security created or intended to be created by or pursuant to this Assignment or for facilitating the realisation of the Rental Income and the exercise of all rights conferred on the Lender by this Assignment and shall grant such further security to the Lender in respect of the Rental Income as the Lender shall notify to the Chargor from time to time.

8. No liability to account

The Lender shall not in any circumstances be liable to account to the Chargor for any loss or damage arising from any act, default or omission of the Lender in relation to the Rental Income or from any exercise or non-exercise by the Lender of any power, authority or discretion conferred on the Lender in relation to the Rental Income by or pursuant to this Assignment or otherwise by any applicable law.

9. Preservation of Rights

- 9.1 The obligations on the Chargor contained in this Assignment are continuing obligations. No payment or other settlement will discharge the Chargor's obligations under this Assignment until the Secured Obligations have been irrevocably and unconditionally discharged in full.
- 9.2 The security created by, and any security constituted pursuant to, this Assignment shall be in addition to and shall not in any way prejudice or be prejudiced by any other security, right or remedy which the Lender may now or at any time in the future hold in security for all or any part of the Secured Obligations.
- 9.3 Neither the security created by, nor any security interest constituted pursuant to, this Assignment nor the rights and remedies conferred upon the Lender by this Assignment or by law shall be discharged, impaired or otherwise affected by:
 - 9.3.1 any present or future security interest, guarantee, indemnity or other right or remedy held by or available to the Lender being or becoming wholly or in part void, voidable or unenforceable on any ground whatsoever or by the Lender from time to time

exchanging, varying, realising, releasing or failing to perfect or enforce any of the same; or

- 9.3.2 the Lender compounding with, discharging or releasing or varying the liability of, or granting any time, indulgence or concession to, the Chargor or any other person or renewing, determining, varying or increasing any accommodation or transaction in any manner whatsoever or concurring in accepting or varying any compromise, arrangement or settlement or omitting to claim or enforce payment from the Chargor or any other person; or
- 9.3.3 anything done or omitted which but for this provision might operate to exonerate the Chargor from all or any part of the Secured Obligations; or
- 9.3.4 any legal limitation, disability, incapacity or other similar circumstance relating to the Chargor.

10. Representations and Warranties

The Chargor represents and warrants to the Lender that:

- 10.1 it has not disposed of, or granted any rights over, the Rental Income or released or agreed to release, any of its rights in or to the Rental Income other than as permitted under the terms of the Facility Agreement or pursuant to a Transaction Security Document; and
- 10.2 none of the Rental Income is the subject of any claim, assertion, infringement, right, action or other restriction or arrangement of whatever nature which does or may impinge upon the validity, enforceability or ownership of the Rental Income by the Chargor or its utilisation by the Chargor.

11. Settlements Conditional

- 11.1 If the Lender (acting reasonably) believes that any amount paid by the Chargor or any other person in respect of the Secured Obligations is capable of being avoided or set aside for any reason then for the purposes of this Assignment, such amount shall not be considered to have been paid.
- 11.2 Any settlement, discharge or release between the Chargor and the Lender shall be conditional upon no security or payment to or for the Lender by the Chargor or any other person being avoided or set aside or ordered to be refunded or reduced by virtue of any law relating to bankruptcy, insolvency or liquidation or otherwise.

12. Assignment

- 12.1 The Chargor may not assign or otherwise deal with its rights or obligations under or interests in this Assignment.
- 12.2 Subject to the terms of the Facility Agreement, the Lender may:
 - (i) assign any of its rights; or
 - (ii) transfer by novation any of its rights and obligations,
 under this Assignment to another bank or financial institution or to a trust, fund or other entity which is regularly engaged in or established for the purpose of making, purchasing or investing in loans, securities or other financial assets or any other person in connection with a securitisation.
- 12.3 The Lender may disclose to any person:
 - 12.3.1 to (or through) whom the Lender assigns or transfers (or may potentially assign or transfer) all or any of its rights and obligations under this Assignment;
 - 12.3.2 with (or through) whom the Lender enters into (or may potentially enter into) any sub participation in relation to, or any other transaction under which payments are made by reference to this Assignment or the Borrower; or

12.3.3 to whom, and to the extent that, information is required to be disclosed by any applicable law or regulation,

any information about the Borrower, the Secured Obligations and this Assignment as the Lender shall consider appropriate.

13. Notices

All notices relating to this Assignment shall be served in accordance with Clause 27 (*Notices*) of the Facility Agreement.

14. Counterparts

14.1 This Assignment may be executed in any number of counterparts and by each of the parties on separate counterparts.

14.2 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.

15. Governing Law

This Assignment will be governed by and construed according to Scots law.

16. Consent to Registration

The Chargor consents to the registration of this Assignment and of any certificate referred to in Clause 2.2 hereof for preservation.

IN WITNESS WHEREOF this Assignment between the Chargor and the Lender consisting of this and the six preceding pages together with the schedule (in three parts) annexed is executed in counterpart by the parties as undernoted, with an effective date of 18 August 2021:

CHARGOR

Subscribed for and on behalf of

OCEAN TERMINAL LIMITED

acting by

DAVID GAFFNEY

duly authorised to sign as a director of

OCEAN TERMINAL LIMITED

at: GLASGOW


on: 18/8/21

in the presence of:

Witness Signature:

Name: ROBY BOYD

Address:



Director (Signature)



LENDER

Subscribed for and on behalf of

**ICG-LONGBOW DEBT INVESTMENTS
NO. 4 S.À R.L.** a company incorporated
in Luxembourg, acting by

MAXIME ROBERT / ERIC LIE

being a person who, in accordance with
the laws of that territory, is acting under
the authority of the Company

at: *LUXEMBOURG*

on: *18/08/2021*

in the presence of:

Witness Signature:

Name: *CAROLINE DAUREUX*

Address: *7, RUE ROBERT STUMPER
L-2557 LUXEMBOURG
LUXEMBOURG*



Authorised Signatory (Signature)



This is the Schedule referred to in the foregoing Assignment of Rents by OCEAN TERMINAL LIMITED in favour of ICG-LONGBOW DEBT INVESTMENTS NO. 4 S.À R.L.

SCHEDULE

Part 1 Leases

- 1.1 Extract Lease between Ocean Terminal Limited and Shawshank Limited (Bishops news) dated 15 December 2015 and 14 January 2016 and registered in the Books of Council and Session on 18 January 2016.
- 1.2 Extract missives of let between Ocean Terminal Limited and Rio Juice Limited dated 12 and 15 February 2016 and registered in the Books of Council and Session on 23 March 2016.
- 1.3 Lease between Ocean Terminal Limited and Debenhams Retail plc dated 30 June 2010.
- 1.4 Extract Lease between Ocean Terminal Limited and Costa Limited dated 26 October 2001 and 21 March 2002 and registered in the Books of Council and Session on 24 April 2002.
- 1.5 Extract Lease between Ocean Terminal Limited and Waterstone's Booksellers Limited dated 14 November and 4 December 2003 and registered in the Books of Council and Session on 30 December 2003.
- 1.6 Extract Lease between Ocean Terminal Limited and Sportsworld Limited t/a Card Factory dated 11 and 22 May 2013 and registered in the Books of Council and Session on 1 May 2013.
- 1.7 Extract Lease between Ocean Terminal Limited and H&M Hennes & Mauritz UK Limited registered in the Books of Council and Session on 18 May 2017.
- 1.8 Extract Lease between Ocean Terminal Limited and Greggs plc dated 16 June and 26 July 2011 and registered in the Books of Council and Session on 16 August 2011.
- 1.9 Extract Lease between Ocean Terminal Limited and The Perfume Shop Limited dated 10 and 23 April 2002 and registered in the Books of Council and Session on 22 May 2002.
- 1.10 Extract Lease between Ocean Terminal Limited, Optical Services (Leith) Limited and Vision Express (UK) Limited dated 5 and 29 July and 4 August 2004 and registered in the Books of Council and Session on 18 August 2004.
- 1.11 Extract Lease between Ocean Terminal Limited and Boots the Chemists Limited dated 19 September and 2 October 2003 and registered in the Books of Council and Session on 22 October 2003.
- 1.12 Extract Lease between Ocean Terminal Limited and Goldsmiths Limited dated 17 January and 14 February 2002 and registered in the Books of Council and Session on 7 March 2002.

- 1.13 Extract Lease between Ocean Terminal Limited and Claire's Accessories UK Limited dated 3 December 2001 and 3 January 2002 and registered in the Books of Council and Session on 10 January 2002.
- 1.14 Extract Lease between Ocean Terminal Limited and Orange Retail Limited dated 17 January and 21 February 2002 and registered in the Books of Council and Session on 12 March 2002.
- 1.15 Extract Lease between Ocean Terminal Limited and Holland and Barrett Retail Limited dated 8 December and 16 November 2009 and registered in the Books of Council and Session on 4 February 2010.
- 1.16 Extract Missives of Let between Ocean Terminal Limited and Canna Retail Limited dated 2 November 2018 and registered in the Books of Council and Session on 6 November 2018.
- 1.17 Lease between Ocean Terminal Limited and House of Jack CIC signed by the Tenant only on 26 October 2020.
- 1.18 Extract Lease between Ocean Terminal Limited and Boardwalk Foundation CIC dated 28 February and 1 March 2017 and registered in the Books of Council and Session on 2 March 2017.
- 1.19 Extract Lease between Ocean Terminal Limited and Marks and Spencer plc dated 23 and 26 June 2003 and registered in the Books of Council and Session on 19 August 2003.
- 1.20 Extract missives of lease between Ocean Terminal Limited and HMV Retail Limited dated 31 August 2016 and registered in the Books of Council and Session 30 November 2016.
- 1.21 Extract missives of let between Ocean Terminal Limited and Van Restaurants Ltd dated 13 and 17 February 2015 and registered in the Books of Council and Session on 17 March 2015.
- 1.22 Lease between Ocean Terminal Limited and Van Restaurants Ltd partly signed and undated.
- 1.23 Extract missives of let on behalf of Ocean Terminal Limited and Taco UK Limited dated 27 and 29 April 2016 and registered in the Books of Council and Session on 5 May 2016.
- 1.24 Extract Missives of Lease between Ocean Terminal Limited, Murat Aksakalli, Huseyin Gengiz and Muhsin Salik dated 16 April and 24 May 2021 and registered in the Books of Council and Session on 17 June 2021.
- 1.25 Extract Lease between Ocean Terminal Limited, Ask Restaurants Limited and Ask Central Limited dated 12 February and 31 March 2009 and registered in the Books of Council and Session on 14 August 2009.
- 1.26 Extract missives of let between Ocean Terminal Limited and Simpson, McLearnon and Ferguson Limited dated 2 November 2018 and registered in the Books of Council and Session on 6 November 2018.

- 1.27 Extract missives of lease between Ocean Terminal Limited and Betty Bags Limited dated 15 December 2016 and registered in the Books of Council and Session on 9 January 2017.
- 1.28 Extract Lease between Ocean Terminal Limited and French Connection Retail Limited dated 18 March and 2 May 2003 and registered in the Books of Council and Session on 2 June 2003.
- 1.29 Licence granted by Ocean Terminal Limited in favour of Bike Craft signed by Bike Craft 1 October 2015 (Unit RU42).
- 1.30 Extract Missives of Lease between Ocean Terminal Limited and Bike Craft Ltd dated 16 March and 9 April 2020 and registered in the Books of Council and Session on 18 August 2020 (Unit RU1A and RU1B).
- 1.31 Extract Lease between Ocean Terminal Limited and The Bear Factory Limited dated 16 January and 14 April 2003 and registered in the Books of Council and Session on 2 June 2003.
- 1.32 Lease between Ocean Terminal Limited and St Columba's Hospice party signed by St Columba's Hospice on 12 July 2018.
- 1.33 Extract Lease between Ocean Terminal Limited and Jacobs and Turner Limited dated 17 and 25 November 2003 and registered in the Books of Council and Session on 28 November 2003.
- 1.34 Extract Missives of Let between Ocean Terminal Limited and North Highland Solutions Limited dated 5 September 2018 and registered in the Books of Council and Session on 17 September 2018.
- 1.35 Extract Lease between Ocean Terminal Limited and Starbucks Coffee Company (UK) Limited dated 5 November 2001 and 22 March 2002 and registered in the Books of Council and Session on 19 April 2002.
- 1.36 Licence to occupy between Ocean Terminal Limited and Mostyn Footwear Ltd dated 24 March and 2 September 2010.
- 1.37 Extract missives of lease between Ocean Terminal Limited and Mobile Plus Edinburgh Limited dated 9 and 11 June 2015 and registered in the Books of Council and Session on 19 June 2015.
- 1.38 Extract Lease between Ocean Terminal Limited and Brian Wang dated 13 September and 7 October 2004 and registered in the Books of Council and Session on 12 October 2004.
- 1.39 Extract Lease between Ocean Terminal Limited and Subway Realty Limited dated 9 February and 15 March 2018 and registered in the Books of Council and Session on 5 April 2018.
- 1.40 Lease between Ocean Terminal Limited and The Image Collective signed by The Image Collective on 13 July 2020 (Unit RU65).

- 1.41 Extract Lease between Ocean Terminal Limited and Charlie Miller Hairdressing Limited dated 11 and 26 May 2005 and registered in the Books of Council and Session on 9 June 2005.
- 1.42 Extract Lease between Ocean Terminal Limited and Cult Retail LLP dated 21 October and 16 November 2009 and registered in the Books of Council and Session on 24 November 2009.
- 1.43 Extract Lease between Ocean Terminal Limited and WED2B Limited dated 8 June and 4 July 2017 and registered in the Books of Council and Session on 8 August 2017.
- 1.44 Extract Lease between Ocean Terminal Limited and City Centre Restaurants (UK) Limited dated 9 February and 21 March 2011 and registered in the Books of Council and Session on 3 June 2011.
- 1.45 Extract Lease between Ocean Terminal Limited and Nando's Chickenland Limited dated 2 and 23 October and registered in the Books of Council and Session on 9 November 2017.
- 1.46 Extract Lease between Ocean Terminal Limited and Ocean Play Limited dated 2 March and 4 June 2015 and registered in the Books of Council and Session 7 March 2016.
- 1.47 Extract Lease between Ocean Terminal Limited and Pure Gym Limited dated 8 June and 11 July 2011 and registered in the Books of Council and Session on 25 August 2011.
- 1.48 Extract Lease between Ocean Terminal Limited and Wagamama Limited dated 22 January and 10 February 2014 and registered in the Books of Council and Session on 6 May 2014.
- 1.49 Extract Lease between Ocean Terminal Limited and Sargeant Partnership Limited dated 7 and 15 November 2011 and registered in the Books of Council and Session on 21 November 2011.
- 1.50 Extract Lease between Ocean Terminal Limited and Pizza Express (Restaurants) Limited dated 20 September and 22 November 2011 and registered in the Books of Council and Session on 28 November 2011.
- 1.51 Extract Lease between Ocean Terminal Limited and Ster Century (UK) Limited dated 4 and 10 April 2003 and registered in the Books of Council and Session on 13 June 2003.
- 1.52 Extract Lease between Ocean Terminal Limited and Royal Yacht Britannia Trust dated 20, 26 and 27 November 2001 and registered in the Books of Council and Session on 4 February 2002.
- 1.53 Lease between Ocean Terminal Limited and Experience Digital Ltd dated 13 and 30 August 2018.
- 1.54 Licence to Occupy between Ocean Terminal Limited and Zamin Hassan and Mohammed Atta-UI- Haq dated 4 and 9 August 2011

- 1.55 Extract Missives of Let between Ocean Terminal Limited and Autovalet Management Limited dated 22 and 24 August 2018 and registered in the Books of Council and Session on 17 September 2018.
- 1.56 Extract Licence between Ocean Terminal Limited and Amazon UK Services Ltd dated 25 October and 12 November 2018 and registered in the Books of Council and Session on 25 November 2018.
- 1.57 Extract Missives of Offer to Lease between Ocean Terminal Limited and Alkhair Ltd dated 9 and 14 January 2019 and registered in the Books of Council and Session on 4 February 2019.
- 1.58 Extract Lease between Ocean Terminal Limited and HIWA Ltd. dated 18 December 2020 and registered in the Books of Council and Session on 27 January 2021.
- 1.59 Extract Missives between Ocean Terminal Limited and Living Memory Association dated 30 December 2019 and 1 January 2020 and registered in the Books of Council and Session on 15 January 2020 (Unit Rest 10A).
- 1.60 Lease between Ocean Terminal Limited and Murrayfield Memorial Club dated 4 and 8 June 2021.
- 1.61 Lease between Ocean Terminal Limited and A-Team Productions dated 24 June 2021.
- 1.62 Lease between Ocean Terminal Limited and Bike Craft Ltd signed by Bike Craft Ltd but undated (Unit RU14).
- 1.63 Lease between Ocean Terminal Limited and Projekt 42 dated 30 October and 23 November 2020 (Unit 17).
- 1.64 Lease between Ocean Terminal Limited and Projekt 42 dated 30 October and 23 November 2020 (Units 32-33).
- 1.65 Lease between Ocean Terminal Limited and Street Soccer (Scotland) Limited dated 2 and 6 November 2020.
- 1.66 Lease between Ocean Terminal Limited and Association of Chief Officers of Scottish Voluntary Organisations dated 4 May and 18 May 2021.
- 1.67 Lease between Ocean Terminal Limited and Steven Singh t/a Retro Clothing dated 13 and 23 April 2021.
- 1.68 Lease between Ocean Terminal Limited and The Image Collective dated 8 April 2021 (Unit RU49).
- 1.69 Lease between Ocean Terminal Limited and The Image Collective undated (Unit RU59).

- 1.70 Lease between Ocean Terminal Limited and Mostyns (Footwear) Limited signed by Mostyns (Footwear) Limited on 23 March 2021.
- 1.71 Lease between Ocean Terminal Limited and Living Memory Association dated 31 July and 12 August 2021 (Unit RU20).
- 1.72 Licence between Ocean Terminal Limited and Nguyen Tu Ahn t/a Honey Bee undated and unsigned.

Part 2
Form of Notice of Assignment to Tenants under the Occupational Leases

To: [Insert Name of Tenants]

Dear Sirs

Re: [] being the subjects registered under Title Number []

We refer to the lease dated [] between [] and [] (the "**Lease**").

We hereby intimate to you that pursuant to an Assignment of Rents dated [] granted by us in favour of ICG-Longbow Debt Investments No. 4 S.À R.L. (the "**Lender**") a certified copy of which is attached to this letter we have assigned to the Lender our whole right, title, interest and benefit in and to the rent and other sums paid or to be paid to us as landlords under the Lease.

We irrevocably and unconditionally instruct and authorise you (notwithstanding any previous instructions which may have been given to the contrary) to pay any rent or any other monies payable by you under the Lease to the account (in the name of [] with [] Account Number [] Sort Code []) until you receive instructions from the Lender to the contrary.

We remain liable to perform all our obligations [as landlord] under the Lease and the Lender is under no obligation of any kind whatsoever under the Lease or under any liability whatsoever in the event of any failure by us to perform our obligations under the Lease.

This letter is governed by the laws of Scotland.

Please acknowledge receipt of this letter and your acceptance of its terms by signing the enclosed acknowledgement and returning the acknowledgement to [] marked for the attention of [].

Yours faithfully

For and on behalf of Ocean Terminal Limited

Part 3
Form of Acknowledgement

To: []
[]
Att: []

Dear Sirs

Re: [] being the subjects registered under Title Number []

We acknowledge receipt of the notice dated [] and addressed to us (the "**Notice**") regarding the Lease (as defined in the Notice) and we accept the instructions and authorisations contained in the Notice. Terms defined in the Notice shall have the same meaning in this Acknowledgement. We confirm that:

1. we shall act in accordance with the Notice;
2. the Chargor will remain liable to perform all its obligations under the Lease and the Lender is under no obligation of any kind whatsoever under the Lease nor under any liability whatsoever in the event of any failure by the Chargor to perform its obligations under the Lease;
3. we have made all necessary arrangements for all future payments payable under such Lease to be made into the account specified in the Notice; and
4. as at the date of this acknowledgement we have not received any notice of any other assignation or security over the Chargor's interest in the Lease in favour of any other person.

This letter is governed by the laws of Scotland.

Yours faithfully

For and on behalf of [Insert Name of Tenants]