



Registration of a Charge

LLP name in full: **AEPEP (SCOTLAND) GP II, LLP**

LLP Number: **SO305279**



Received for filing in Electronic Format on the: **23/09/2022**

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Details of Charge

Date of creation: **20/09/2022**

Charge code: **SO30 5279 0016**

Persons entitled: **BARCLAYS BANK PLC AS AGENT AND SECURITY TRUSTEE FOR THE SECURED PARTIES (AS DEFINED IN THE INSTRUMENT EVIDENCING THE CHARGE ACCOMPANYING THIS LL MR01)**

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 AS APPLIED BY THE LIMITED LIABILITY PARTNERSHIPS (APPLICATION OF COMPANIES ACT 2006) REGULATIONS 2009 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by:

**JAMES WILSON ON BEHALF OF DENTONS UK AND MIDDLE EAST
LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

LLP number: SO305279

Charge code: SO30 5279 0016

The Registrar of Companies for Scotland hereby certifies that a charge dated 20th September 2022 and created by AEPEP (SCOTLAND) GP II, LLP was delivered pursuant to Part 25 of the Companies Act 2006 as applied by The Limited Liability Partnerships (Application of Companies Act 2006) (Amendment) Regulations 2013 on 23rd September 2022 .

Given at Companies House, Edinburgh on 23rd September 2022

The above information was communicated by electronic means and authenticated
by the Registrar of Companies under the Limited Liability Partnership
(Application of the Companies Act 2006) Regulations 2009 SI 2009/1804



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

EXECUTION VERSION

SXEC/JAW/109451.00302/85810300.3

Deed of Confirmation

Dated 20 September 2022

The Obligors

(listed in Part 1 of the Schedule)

Barclays Bank plc

(Agent and Security Agent)

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DEED OF CONFIRMATION

Between

- (1) **The Obligors** listed in Part 1 of the Schedule (each an **Obligor** and together the **Obligors**);
- (2) **Barclays Bank plc** as agent and security trustee for the Secured Parties (the **Security Agent**).

Whereas

- A The Obligors and the Security Agent (amongst others) have entered into a facility agreement originally dated 22 September 2015 as amended on 20 September 2018 and 21 December 2020 and as amended and restated on 27 October 2021 and as further amended and restated on or about the date of this Deed of Confirmation (the **Facility Agreement**).
- B Pursuant to the terms of the Facility Agreement, each Obligor granted in favour of the Security Agent various security documents including, but not limited to, those listed in Schedule 2 (the **Security Documents**).
- C The Obligors and the Security Agent have agreed to amend and restate the Facility Agreement pursuant to the terms of an amendment and restatement agreement (the **Amendment and Restatement Agreement**) dated on or about the date of this Deed of Confirmation between, among others, the Obligors and the Security Agent.
- D Under the terms of the Amendment and Restatement Agreement, the Obligors are required to enter into this Deed of Confirmation to confirm the terms of the Security Documents.

It is agreed:

1 General

Terms defined in the Facility Agreement (as amended and restated pursuant to the Amendment and Restatement Agreement) have the same meaning when used in this Deed of Confirmation.

2 Confirmation and Amendment

Each Obligor irrevocably and unconditionally confirms for the benefit of the Security Agent that:

- 2.1 the Security Documents to which it is a party and the security granted thereunder remain in full force and effect notwithstanding the entry into this Deed of Confirmation and the Amendment and Restatement Agreement;
- 2.2 with effect on and from the date of this Deed of Confirmation, the Security Documents will be supplemented by this Deed of Confirmation so that all references in the Finance Documents to the Security Documents shall include this Deed of Confirmation and this Deed of Confirmation shall be read as one with the Security Documents; and
- 2.3 with effect on and from the date of this Deed of Confirmation, any reference in any Finance Document to a Finance Document will include such Finance Document as amended, varied, supplemented, novated, restated or replaced from time to time.

3 Counterparts

This Deed of Confirmation 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 Deed of Confirmation, pursuant to the Legal Writing (Counterparts and Delivery) (Scotland) Act 2015.

4 Partial Invalidity

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

5 Third Party Rights

This Deed of Confirmation does not create any rights in favour of third parties under the Contract (Third Party Rights) (Scotland) Act 2017 to enforce or otherwise invoke any provision of this Deed of Confirmation.

6 Governing Law

This Deed of Confirmation is governed by Scots law.

IN WITNESS WHEREOF this deed of confirmation consisting of this and the preceding page and the attached Schedule is executed as follows:

SUBSCRIBED for and on behalf of
ARES EUROPEAN PROPERTY ENHANCEMENT PARTNERS II, L.P.
acting by its manager, **ARES MANAGEMENT UK LIMITED**

at New York, New York

on the 20 day of September 2022

acting by [REDACTED] Director/Authorised Signatory

Jessica Mattoon Full Name

before this witness:

Signature [REDACTED]

Name Whitney E. Walker

Address [REDACTED]

[REDACTED]

SUBSCRIBED for and on behalf of
AEPEP (SCOTLAND) GP II, LLP (as General Partner),
acting by managing member **AEPEP (SCOTLAND) MANAGER II LIMITED**

at New York, New York
on the 20 day of September 2022

acting by [REDACTED] Director/Authorised Signatory

Jessica Mattoon Full Name

before this witness:

Signature [REDACTED]

Name Whitney E. Walker

Address [REDACTED]

SUBSCRIBED for and on behalf of
ARES MANAGEMENT UK LIMITED (as Manager)

at New York, New York
on the 20 day of September 2022

acting by [REDACTED] Director/Authorised Signatory

Jessica Mattoon Full Name

before this witness:

Signature [REDACTED]

Name Whitney E. Walker

Address [REDACTED]

Subscribed for and on behalf of the said
BARCLAYS BANK PLC

at LONDON

on the 16 day of SEPTEMBER 2022

ANITA SOOMROVA (name) [REDACTED] (signature)

an Authorised Signatory

before this witness:

Signature [REDACTED]

Name JUSTINE DUTHALER

Address [REDACTED]

20 September 2022

DATE OF DELIVERY

This is the Schedule referred to in the foregoing deed of confirmation between the Obligors and Barclays Bank plc

Schedule

Part 1 - The Obligors

Name of Obligor	Original Jurisdiction	Registration number
ARES European Property Enhancement Partners II, L.P., acting by its manager ARES Management UK Limited	Scotland	SL020094
AEPEP (Scotland) GP II, LLP	Scotland	SO305279
ARES Management UK Limited	England	08708339

Part 2 – Security Documents

Obligors	Security	Date of Creation
ARES European Property Enhancement Partners II, L.P., AEPEP (Scotland) GP II, LLP and ARES Management UK Limited	Assignment in Security	22 September 2015
ARES European Property Enhancement Partners II, L.P., AEPEP (Scotland) GP II, LLP and ARES Management UK Limited	Assignment in Security	31 March 2016
ARES European Property Enhancement Partners II, L.P., AEPEP (Scotland) GP II, LLP and ARES Management UK Limited	Assignment in Security	5 September 2016
ARES European Property Enhancement Partners II, L.P., AEPEP (Scotland) GP II, LLP and ARES Management UK Limited	Assignment in Security	27 September 2016

ASSIGNATION IN SECURITY

between

ARES EUROPEAN PROPERTY ENHANCEMENT PARTNERS II, L.P.

and

AEPEP (SCOTLAND) GP II, LLP

and

AEPEP MANAGEMENT UK LIMITED

and

BARCLAYS BANK PLC

as Security Agent

re: Contract Rights

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THIS ASSIGNATION IN SECURITY between:

- (1) **ARES EUROPEAN PROPERTY ENHANCEMENT PARTNERS II, L.P.** (registered number SL20094) whose registered office is at 50 Lothian Road, Festival Square, Edinburgh, EH3 9WJ (the "Partnership");
- (2) **AEPEP (SCOTLAND) GP II, LLP** (registered number SO305279) whose registered office is at 50 Lothian Road, Festival Square, Edinburgh, EH3 9WJ (the "General Partner"); and
- (3) **ARES MANAGEMENT UK LIMITED**, a limited company registered in England (No. 08708339) whose registered office is at 5th Floor, 6 St. Andrew Street, London EC4A 3AE (the "Manager"),
each of the Partnership, the General Partner and the Manager being an "Assignor" and together the "Assignors"; and
- (4) **BARCLAYS BANK PLC** as security trustee for each of the Secured Parties (the "Security Agent")

WHEREAS

- (A) The Secured Parties have agreed to make available to the Partnership, amongst others, certain loans and/or other financial facilities.
- (B) It is a condition precedent to those facilities being made available, that the Assignors enter into this Assignment.

NOW THIS ASSIGNATION WITNESSES as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Assignment:

- | | |
|--------------------------|--|
| "Acknowledgement" | means an acknowledgement substantially in the form set out in Part 2 of the Schedule (<i>Acknowledgement of Assignment</i>) (or in such other form as the Security Agent shall agree). |
| "Assigned Rights" | means the rights and property expressed to be assigned in Clause 3.2.1 and 3.2.2 (<i>Assignment</i>). |
| "Assignment" | means this assignment in security. |
| "Business Day" | means a day (other than a Saturday or a Sunday) on which banks are open for general business in London. |

"Default Rate"	means the rate of interest set out in Clause 11.3 (<i>Default Interest</i>) of the Facility Agreement.
"Enforcement Event"	means the Agent and/or Security Agent exercising any of its rights under Clause 24.18 (<i>Acceleration</i>) of the Facility Agreement.
"Facility Agreement"	means the facility agreement dated on or about the date hereof and made between, the Borrower, the General Partner, the Manager, the Original Lenders, the Agent, the Security Agent, the Arrangers and the Issuing Bank.
"Insolvency Act"	means the Insolvency Act 1986.
"Liabilities"	<p>means all present and future liabilities and obligations at any time of any Assignor to any Finance Party under the Finance Documents, both actual and contingent and whether incurred solely or jointly or in any other capacity together with any of the following matters relating to or arising in respect of those liabilities and obligations under the Finance Documents:</p> <ul style="list-style-type: none"> (a) any refinancing, novation, deferral or extension; (b) any claim for breach of representation, warranty or undertaking or an event of default or under any indemnity given under or in connection with any document or agreement evidencing or constituting any other liability or obligation falling within this definition; (c) any claim for damages or restitution; and (d) any claims as a result of any recovery by any Assignor of a payment on the grounds of preference or otherwise, <p>and any amounts which would be included in any of the above but for any discharge, non-provability, unenforceability or non-allowance of those amounts in any insolvency or other proceedings.</p>
"Limited Partner"	means in relation to the Partnership, each entity admitted to the Partnership as a limited partner from time to time.
"Notice of Assignment"	means the notice of assignment in the form set out in Part 1 of the Schedule (<i>Notice of Assignment</i>).

"Partnership Agreement"	means the amended and restated limited partnership agreement between, amongst others, the General Partner and Ares Initial Limited Partner Limited, as the Initial limited partner, and binding on the investors who have subscribed as limited partners from time to time in the partnership, dated 28 August 2015 and as further amended, restated, varied or supplemented from time to time.
"Related Rights"	means all present and future (i) money and proceeds paid or payable to or by the Assignors in relation to the Assigned Rights; and (ii) all other rights and assets attaching to or deriving from the Assigned Rights or exercisable as a result of the Assignors being party to or having an interest in the Assigned Rights.
"Schedule"	means the schedule in 3 parts annexed to this Assignment.
"Secured Liabilities"	means all Liabilities and all other present and future obligations at any time due, owing or incurred by the Partnership to any Secured Party under the Finance Documents, both actual and contingent and whether incurred solely or jointly and as principal, surety or guarantor or in any other capacity.
"Secured Parties"	means each Finance Party from time to time and any Receiver or Delegate.

1.2 Construction

1.2.1 Unless a contrary indication appears, any reference in this Assignment to:

- (a) any **"Assignor"**, **"Security Agent"**, **"Secured Party"**, **"Obligor"** or any other person shall be construed so as to include its successors in title, permitted assigns, permitted assignees and permitted transferees and, in the case of the Security Agent, any person for the time being appointed as Security Agent or Security Agents in accordance with the Finance Documents;
- (b) **"assets"** includes present and future properties, revenues and rights of every description;
- (c) the **"Facility Agreement"**, a **"Finance Document"** or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as from time to time amended, novated, supplemented, replaced, extended or restated (however fundamentally);

- (d) a "**person**" includes any person, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality) or two or more of the foregoing;
- (e) a "**regulation**" includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;
- (f) a provision of law is a reference to that provision as from time to time amended or re-enacted;
- (g) "**disposal**" includes a sale, transfer, grant, lease or other disposal, whether voluntary or involuntary (and "**dispose**" shall be construed accordingly);
- (h) "**document**" includes any deed, instrument (including negotiable instrument) or other document of any kind;
- (i) any matter "**including**" specific instances or examples of such matter shall be construed without limitation to the generality of that matter (and references to "**include**" shall be construed accordingly);
- (j) the "**winding-up**", "**dissolution**" or "**administration**" of a person shall be construed so as to include any equivalent or analogous proceedings under the law of the jurisdiction in which such person is incorporated or established, or any jurisdiction in which such person carries on business including the seeking of liquidation, winding-up, reorganisation, dissolution, administration, arrangement, adjustment, protection or relief of debtors; and
- (k) Clauses and the Schedule are to the clauses and the schedule to this Assignment.

1.2.2 Clause headings are for ease of reference only.

1.2.3 Words in the singular shall import the plural and *vice versa*.

1.2.4 Words defined in the Companies Act 2006 have the same meanings in this Assignment.

1.2.5 Terms defined in the Facility Agreement and the Partnership Agreement have, unless expressly defined in this Assignment, the same meaning when used in this Assignment.

1.2.6 This Assignment is a Transaction Security Document and a Finance Document.

1.2.7 A Default (including an Event of Default) is "continuing" if it has not been remedied or waived.

1.3 Security trust provisions

The Security Agent holds the benefit of this Assignment on trust for the Secured Parties in accordance with clause 28 (*Role of the Agent, Security Agent and Others*) of the Facility Agreement.

2. COVENANT TO PAY

2.1 Covenant to pay

The Assignors as principal debtors and not just as surety, covenant with the Security Agent to pay, discharge and satisfy the Secured Liabilities when the same become due at the times and in the manner provided in the Finance Documents whether by acceleration or otherwise.

2.2 Interest

The Assignors shall pay interest on any amount demanded from it in accordance with this Assignment from the date of such demand until such amount is irrevocably discharged and paid in full (such interest to accrue on a daily basis after as well as before judgment or the liquidation or administration of the Assignors and to be payable on demand) at the Default Rate.

3. CREATION OF SECURITY

3.1 General

This Assignment is granted:

3.1.1 in favour of the Security Agent; and

3.1.2 in security for the payment of all the Secured Liabilities.

3.2 Assignment

3.2.1 Each Assignor assigns all its right, title and interest, present and future, to issue and deliver Drawdown Notices in respect of the Commitments (including any Remaining Loan Commitment), Capital Contributions and Loan Contributions pursuant to the terms of the Partnership Agreement and all of its present and future rights, title and interest in or to all Related Rights.

3.2.2 Each Assignor assigns all its right, title and interest, present and future, to all other rights, titles, powers and privileges (not specifically referred to in Clause 3.2.1) related to or arising out of its rights to or in respect of the Commitments (including any Remaining Loan Commitment), Capital Contributions and Loan Contributions set out in

Clause 3.2.1 above, to enforce any payments thereof and to any guarantees thereof now existing or hereafter arising, and all of its present and future rights, title and interest in or to all Related Rights.

3.2.3 Notwithstanding the assignation of rights made under Clause 3.2.1 and 3.2.2, prior to the occurrence of an Enforcement Event:

- (a) each Assignor shall be entitled to deal with the Assigned Rights and to exercise its rights in relation to the Assigned Rights, in each case in accordance with the terms of the Finance Documents; and
- (b) all amounts due and payable from time to time in relation to the Assigned Rights shall be payable to the Assignors, or as they may otherwise direct, in each case in accordance with the terms of the Finance Documents.

3.2.4 The Security Agent shall not be under any obligation in relation to the Assigned Rights as a consequence of this Assignment and each of the Assignors shall at all times remain liable to perform all obligations which it has agreed to perform in respect of the Assigned Rights.

4. PROVISIONS AS TO SECURITY

4.1 Continuing security

4.1.1 The security from time to time created by this Assignment is a continuing security and will remain in full force and effect as a continuing security until released or discharged by the Security Agent.

4.1.2 No part of the security from time to time created by this Assignment will be considered satisfied or discharged by any intermediate payment, discharge or satisfaction of the whole or any part of the Secured Liabilities.

4.2 Additional security

This Assignment shall be without prejudice and in addition to any other security which may at any time be held by the Security Agent or any other Secured Party from an Assignor or any other person in respect of the whole or any part of the Secured Liabilities and may be enforced independently of any such other security.

4.3 No obligation to take other enforcement proceedings

The Security Agent shall not be obliged before exercising any of the rights conferred on it by this Assignment or by law:

- 4.3.1 to make any demand of an Assignor or any other person other than that required by the terms of the Finance Documents;
- 4.3.2 to take any action, enforce any security, exercise any right of compensation or set-off or to obtain or enforce any judgement, decree or order in any court against an Assignor or any other person;
- 4.3.3 to make or file any claim or proof in a winding up, liquidation, administration or other insolvency proceedings of an Assignor or any other person; or
- 4.3.4 to enforce or seek to enforce any other security taken in respect of any of the obligations of an Assignor or any other person under the Finance Documents.

4.4 **Waiver of Defences**

The obligations of each Assignor under this Assignment will not be affected by any act, omission matter or thing which, but for this Clause 4.4 (*Waiver of Defences*), would reduce, release or prejudice any of its obligations under this Assignment (without limitation and whether or not known to it or the Security Agent) including:

- 4.4.1 any time, waiver or consent granted to, or composition with, any Obligor or other person;
- 4.4.2 the release of any other Obligor or any other person under the terms of any composition or arrangement with any creditor of any member of the Group;
- 4.4.3 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 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;
- 4.4.4 any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of an Obligor or any other person;
- 4.4.5 any amendment, novation, supplement, extension (whether of maturity or otherwise) or restatement (in each case however fundamental and of whatsoever nature, and whether or not more onerous) or replacement of any 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;
- 4.4.6 any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security; or

4.4.7 any insolvency or similar proceedings.

5. PERFECTION OF SECURITY

5.1 Notices of Assignment

Immediately upon execution of this Assignment the Assignors shall deliver a duly completed Notice of Assignment in respect of the Partnership Agreement to each of the Limited Partners, and each Assignor must use reasonable endeavours to procure that each of those parties executes and delivers to the Security Agent an Acknowledgement.

5.2 Contemporaneously with a Limited Partner being admitted to the Partnership after the date of this Assignment, each Assignor shall enter into an assignment in security in substantially the same form as that set out in Part 3 of the Schedule (*Supplemental Assignment in Security*) (or in such other form as the Security Agent shall agree) in respect of its right, title and interest, present and future, to issue and deliver Drawdown Notices on behalf of the Partnership in respect of the Commitments (including any Remaining Loan Commitment), Capital Contributions and Loan Contributions in relation to that Limited Partner.

5.3 Further assurance

5.3.1 The Assignors shall promptly do all such acts or (or to permit the Security Agent to in the case of filings) execute all such documents (including assignments, assignments, transfers, mortgages, charges, notices and instructions) as the Security Agent may reasonably specify (and in such form as the Security Agent may reasonably require in favour of the Security Agent or its nominee(s));

- (a) to perfect or protect the Security created or intended to be created under or evidenced by this Assignment (which may include the execution of a mortgage, charge, assignment, assignment or other Security over all or any of the assets which are, or are intended to be, the subject of the Security) or for the exercise of any rights, powers and remedies of the Security Agent provided by or pursuant to this Assignment or by law;
- (b) to confer on the Security Agent Security over any property and assets of that Obligor located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to this Assignment; and/or
- (c) to facilitate the realisation of the assets which are, or are intended to be, the subject of this Assignment.

5.3.2 Each Assignor shall take all such reasonable action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the

creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Agent by or pursuant to this Assignment.

6. UNDERTAKINGS

Each Assignor undertakes that unless otherwise agreed in writing by the Security Agent or as expressly permitted in the Facility Agreement it shall:

- 6.1 Not enter into a single transaction or a series of transactions (whether related or not) and whether voluntarily or involuntarily, to sell, transfer or otherwise dispose of the whole or any part of the Assigned Rights and will not create or permit to subsist any security interest on any part of the Assigned Rights or otherwise deal with any part of the Assigned Rights, save as permitted under Clause 23.6 (*Disposals*) of the Facility Agreement.
- 6.2 Not do or permit to be done any act or thing which might reasonably be expected to materially jeopardise the rights of the Security Agent in the Assigned Rights or which might adversely affect or diminish the Assigned Rights.
- 6.3 Not take or omit to take any action which might reasonably be expected to result in:
 - 6.3.1 the alteration or impairment of any of the Assigned Rights or the Related Rights;
 - 6.3.2 any default of any of its obligations under the Partnership Agreement; or
 - 6.3.3 any counterclaims or rights of set-off arising under the Partnership Agreement.

6.4 Duty to perform

Each Assignor agrees that notwithstanding the provisions of Clause 3.2 (*Assignment*), it shall remain liable to perform all its obligations under and, prior to the enforcement of the security created by this Assignment pursuant to Clause 7 (*When security becomes enforceable*), shall be entitled to exercise all rights, remedies, powers and discretions conferred on it under the Partnership Agreement (including, without prejudice to the foregoing generality, the rights and obligations contained in Article 6 (*Capital Contributions*) and Article 7 (*Loan Contributions*) of the Partnership Agreement) and the Security Agent shall not have any liability or responsibility under any of the Partnership Agreement to the Assignors or any other party.

6.5 Failure to perform

Without prejudice to Clause 6.4 (*Duty to perform*), if an Assignor fails to perform any of its obligations under the Partnership Agreement, the Security Agent shall be entitled, but not required, to perform or procure performance of such obligations, and the amount of all payments made or costs incurred by the Security Agent in that respect, shall be reimbursed by the Assignor to the Security Agent within the Relevant Period following a demand together with accrued

interest thereon at the Default Rate from the time or respective times of the same having been paid or incurred until payment thereof (as well as after as before judgement).

7. **WHEN SECURITY BECOMES ENFORCEABLE**

The security created by this Assignment will become immediately enforceable upon an Enforcement Event.

8. **ENFORCEMENT OF SECURITY**

8.1 **Enforcement**

After the security created by this Assignment has become enforceable in accordance with Clause 7 (*When security becomes enforceable*), the Security Agent may notify the counterparty or counterparties to the Partnership Agreement that this Assignment has become enforceable and may (without any requirement to give notice to the Assignors) either in its own name or in the name of the Assignors in such manner and on such terms as it may in its sole discretion think fit:

- 8.1.1 take possession of the Assigned Rights or otherwise exercise in relation to them all of the rights of an absolute owner;
- 8.1.2 assign or transfer any or all of the Assigned Rights to any person on such terms as the Security Agent considers appropriate; and
- 8.1.3 collect, recover or compromise, and give a good discharge for, any moneys paid or payable to the Assignors under or in respect of the Assigned Rights, and enforce (in any way whatsoever including, without limitation, by way of instituting proceedings in that Assignor's name) any rights or claims arising under or in respect of the Assigned Rights.

8.2 **Protection of third parties**

- 8.2.1 None of the other parties to the Partnership Agreement nor any assignee, transferee or other person dealing with, the Security Agent shall be concerned to enquire whether any of the powers exercised or purported to be exercised has arisen or become exercisable, whether any of the Secured Liabilities remains outstanding, whether the Security Agent is authorised to act or as to the propriety or validity of the exercise or purported exercise of any power and a certificate in writing by an officer or agent of the Security Agent of that fact shall be conclusive evidence in favour of an assignee or transferee of all or part of the Assigned Rights.
- 8.2.2 The receipt of the Security Agent shall be an absolute discharge to an assignee or transferee from, or other person dealing with, the Security Agent and shall relieve that assignee, transferee or other person of any obligation to see to the application of any

monies paid to or at the discretion of Security Agent and in making any assignment, transfer or disposal the Security Agent may do so for such consideration, in such manner and on such terms (including payment by instalments) as it thinks fit.

8.3 Protection of the Security Agent

The Security Agent shall not be liable to the Assignors in respect of any loss or damage which arises out of the exercise, the attempted or purported exercise or the failure to exercise any of its powers or for any other loss of any nature whatsoever.

8.4 Delegation

8.4.1 Each of the Security Agent and any Delegate may, at any time, delegate by power of attorney or otherwise to any person for any period, all or any right, power, authority or discretion vested in it in its capacity as such.

8.4.2 That delegation may be made upon any terms and conditions (including the power to sub-delegate) and subject to any restrictions that the Security Agent or that Delegate (as the case may be) may, in its discretion, think fit in the interests of the Secured Parties.

8.4.3 No Security Agent or Delegate shall be bound to supervise, or be in any way responsible for any damages, costs or losses incurred by reason of any misconduct, omission or default on the part of, any such delegate or sub-delegate.

9. SET OFF

Any Finance Party (including the Security Agent on its behalf) may set off any matured obligation due from any Assignor under this Assignment against any matured obligation owed by that Finance Party to that Assignor regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Finance Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

10. RELEASE OF SECURITY

10.1 Release of security

When the Secured Liabilities have been irrevocably paid or discharged in full to the satisfaction of the Security Agent and the Security Agent has no further obligation to provide credit facilities or other accommodation to any Obligor or, if the Security Agent so agrees, at any other time, the Security Agent shall, subject to the provisions of Clause 11 (*Avoidance of Payments*), at the request and cost of the Assignors, execute such documents as may be required to release the

Security created or purported to be created pursuant to this Assignment and re-assign the Assigned Rights to the Assignors.

10.2 **Entitlement to retain security**

If any payment or discharge of the Secured Liabilities is, in the reasonable opinion of the Security Agent, liable to be avoided or invalidated under any enactment relating to bankruptcy or insolvency, the Security Agent may refuse to grant any release of the security created by this Assignment for such further period as the risk of such avoidance or invalidity continues.

11. **AVOIDANCE OF PAYMENTS**

No assurance, security or payment which may be avoided or adjusted under the law, including under any statute relating to bankruptcy or insolvency and no release, settlement or discharge given or made by the Security Agent on the faith of any such assurance, security or payment, shall prejudice or affect the right of the Security Agent to recover the Secured Liabilities from the Assignors (including any monies which any Secured Party may be compelled to pay or refund under the provisions of the Insolvency Act and any costs payable by it pursuant to or otherwise incurred in connection therewith) and enforce the charges contained in this Assignment to the full extent of the Secured Liabilities.

12. **CUMULATIVE REMEDIES AND WAIVERS**

The rights of the Security Agent may be exercised as often as necessary, are cumulative and are in addition to its respective rights under general law and may be waived only in writing and specifically. Delay in the exercise or non-exercise of any right shall not be a waiver of that right.

13. **SEVERABILITY**

If any of the provisions of this Assignment is or becomes invalid, illegal or unenforceable that shall not affect the validity, legality and enforceability of any other provision in this Assignment.

14. **EVIDENCE AND CALCULATIONS**

Any certificate or determination by the Security Agent as to the amount of the Secured Liabilities shall, in the absence of manifest error, be conclusive and binding on the Assignors for all purposes.

15. **APPLICATION OF PROCEEDS**

15.1 **Application of proceeds**

Any moneys received by the Security Agent or any Receiver after the security created by this Assignment has become enforceable in accordance with Clause 7 (*When security becomes*

enforceable) shall, subject to the Facility Agreement, be applied in the following order of priority, notwithstanding any purported appropriation by the Partnership:

15.1.1 in or towards payment of the costs and losses incurred, and payments made, by the Security Agent (in its capacity as Security Agent only) and/or any Receiver under or in connection with this Assignment and all remuneration due to any Receiver under or in connection with this Assignment;

15.1.2 in or towards the payment or discharge of the Secured Liabilities in accordance with the terms of the Finance Documents; and

15.1.3 in payment of any surplus to the Assignors or other person entitled to it.

15.2 Other claims

The provisions of Clause 15.1 (*Application of Proceeds*) are subject to the payment of any claims having priority over the security created by this Assignment. This Clause does not prejudice the right of any Secured Party to recover any shortfall from the Assignors.

16. NEW ACCOUNTS

16.1 New Accounts

If the Security Agent at any time becomes aware of any subsequent security or other like interest, matter, event or transaction affecting any of the Assigned Rights, the Security Agent may open a new account or accounts for the Assignors in its books.

16.2 Ruling off

If the Security Agent does not open any such new account then, unless it gives express written notice to the Assignors to the contrary, the Security Agent will be treated as if it had in fact opened such account or accounts at the time when it became so aware and as from that time all payments by or on behalf of the Assignors to the Security Agent will be credited or treated as having been credited to a new account of the Assignors and not as having been applied in reduction of the Secured Liabilities then outstanding.

17. SUSPENSE ACCOUNTS

Following enforcement of this Assignment, all monies received, recovered or realised by the Security Agent under this Assignment (including the proceeds of any conversion of currency) may in the discretion of the Security Agent be credited to any interest bearing suspense or impersonal account maintained with any bank, building society or financial institution as it considers appropriate and may be held in such account for so long as the Security Agent may think fit pending their application from time to time (as the Security Agent is entitled to do in its discretion) in or towards the discharge of any of the Secured Liabilities and save as provided

herein no party will be entitled to withdraw any amount at any time standing to the credit of any suspense or impersonal account referred to above.

18. POWER OF ATTORNEY

18.1 Appointment and powers

Each Assignor, by way of security, irrevocably appoints the Security Agent (at the times set out below) to be its attorney and in its names and on its behalf to execute, deliver and perfect all documents and do such things that the attorney may consider to be required:

18.1.1 following the occurrence of an Enforcement Event:

- (a) For exercising any power to issue and deliver Drawdown Notices in respect of the Commitments (including any Remaining Loan Commitment), Capital Contributions and Loan Contributions under the Partnership Agreement;
- (b) For exercising all Related Rights and any other related powers to enforce the payment of any of the Commitments (including any Remaining Loan Commitment), Capital Contributions or the Loan Contributions under the Partnership Agreement;
- (c) For exercising any power to apply any payment of the Commitments (including any Remaining Loan Commitment), Capital Contributions or the Loan Contributions to repay any of the Assignors' obligations that are due, owing or incurred under the Facility Agreement together with accrued interest thereon or any other amounts due and payable by the Assignors under any other Finance Document;
- (d) For enabling the Security Agent to exercise, or delegate the exercise of, all or any of the Assigned Rights; and
- (e) For enabling any receiver to exercise, or delegate the exercise of, any of the rights, powers and authorities conferred on them by or pursuant to this Assignment or by law; and

18.1.2 where any obligation is imposed on an Assignor under this Assignment and where an Assignor has failed to comply with such obligation within a reasonable time for the purpose of carrying out such obligation as the Security Agent sees fit (in accordance with the terms of this Assignment) including, without limitation, the execution and delivery of any deeds, charges, assignments, assignments or other security and any transfers of the assets subject to the security. The Security Agent shall inform the relevant Assignor of any action it takes pursuant to this Clause 18.1.2, in a reasonable time following such action.

18.1.3 Following the appointment of the Security Agent as attorney in accordance with Clauses 18.1.1 or 18.1.2 above, for exercising all related and incidental powers conferred on the Assignors which in the opinion of the Security Agent (acting reasonably) are necessary to be conferred by the Assignors on the Security Agent for any of the purposes referred to in Clauses 18.1.1 or 18.1.2 above.

18.2 Ratification

Each Assignor ratifies and confirms whatever any such attorney mentioned in Clause 18.1 (*Appointment and powers*) shall do or purport to do in the lawful exercise or purported exercise of all or any of the powers, authorities and discretions referred to in such Clause.

19. TRANSFERS

19.1 Transfer by Assignors

The Assignors may not assign or otherwise transfer its rights and obligations under this Assignment.

19.2 Transfer by Security Agent

The Security Agent may (without prejudice to its right to appoint any joint trustee), assign and transfer all or any of its rights and obligations under this Assignment to any person appointed as its successor as Security Agent (or any joint trustee). The Security Agent shall be entitled, subject to the terms of the Facility Agreement to disclose such information concerning the Assignors and this Assignment as the Security Agent considers appropriate to any actual or proposed direct or indirect successor or to any person to whom information may be required to be disclosed by any applicable law.

20. NOTICES

Any communication to be made under or in connection with this Assignment shall be made in accordance with clause 33 (*Notices*) of the Facility Agreement.

21. REGISTRATION

The Assignors consent to the registration of this Assignment for preservation.

22. COUNTERPARTS

This Assignment may be executed in any number of counterparts, and on such execution and delivery, the counterparts shall be treated as a single document pursuant to the Legal Writing (Counterparts and Delivery) (Scotland) Act 2015.

23. GOVERNING LAW AND JURISDICTION**23.1 Governing law**

This Assignment shall be governed by, and construed in accordance with, the laws of Scotland.

23.2 Jurisdiction

- 23.2.1 The courts of Scotland have exclusive jurisdiction to settle any dispute arising out of or in connection with this Assignment (including a dispute regarding the existence, validity or termination of this Assignment) (a "Dispute").
- 23.2.2 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.
- 23.2.3 This Clause 23.2 (*Jurisdiction*) is for the benefit of the Security Agent only. As a result, the Security Agent shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Security Agent may take concurrent proceedings in any number of jurisdictions.

IN WITNESS WHEREOF this Assignment consisting of this and the preceding 16 pages together with the Schedule is executed as follows, and if executed in counterpart is delivered on the date set out below:

SUBSCRIBED for and on behalf of

ARES EUROPEAN PROPERTY ENHANCEMENT PARTNERS II, L.P. acting by its manager ARES MANAGEMENT UK LIMITED,

at 10 New Burlington Street, London W1S3BE

on the 18th day

of September 2015

acting by _____ Authorised Signatory

Brian Johnson Full Name

before this witness:

Signature _____

Name JACK STEVENS

Address [REDACTED]

SUBSCRIBED for and on behalf of

AEPEP (SCOTLAND) GP II, LLP (as General Partner), acting by its managing member
AEPEP (SCOTLAND) MANAGER II LIMITED

at Los Angeles
on the 16th day
of September 2015

acting by _____ Authorised Signatory

Kurt Kooper Full Name

before this witness:

Signature _____

Name Margaret W. Igoe

Address _____

SUBSCRIBED for and on behalf of

ARES MANAGEMENT UK LIMITED (as Manager),

at
on the _____ day
of _____ 2015

acting by _____ Director/Authorised Signatory

_____ Full Name

before this witness:

Signature _____

Name _____

Address _____

SUBSCRIBED for and on behalf of

**AEPEP (SCOTLAND) GP II, LLP (as General Partner), acting by its managing member
AEPEP (SCOTLAND) MANAGER II LIMITED**

at

on the _____ day

of _____ 2015

acting by _____ Authorised Signatory

_____ Full Name

before this witness:

Signature _____

Name _____

Address _____

SUBSCRIBED for and on behalf of

ARES MANAGEMENT UK LIMITED (as Manager),

at 10 New Burlington Street, London W1S 3BE

on the 18th day

of September 2015

acting by _____ Director/Authorised Signatory

BUDN JAROSSEN Full Name

before this witness:

Signature _____

Name JACK STEWENS

Address _____

SUBSCRIBED for and on behalf of
BARCLAYS BANK PLC (as Security Agent)

at London

on the 21 day

of September 2015

Authorized Signatory

ARTI SUBUNAN Full Name

before this witness:

Signature _____

Name SAMUEL COWARD

Address _____

DATE OF DELIVERY: 22 September 2015

THIS IS THE SCHEDULE REFERRED TO IN THE FOREGOING ASSIGNATION IN SECURITY BY
 ARES EUROPEAN PROPERTY ENHANCEMENT PARTNERS II, L.P., AEPEP (SCOTLAND) GP II, LLP
 AND ARES MANAGEMENT UK LIMITED IN FAVOUR OF BARCLAYS BANK PLC as SECURITY
 AGENT

SCHEDULE

Part 1

Notice of Assignment

To: []

[date]

Dear Sirs

1. We hereby give you notice that pursuant to an assignment in security entered into by us in favour of Barclays Bank PLC (the "**Assignee**") dated [] (the "**Assignment**") we have assigned all our right, title and interest in and pursuant to (i) the Partnership Agreement to receive amounts in respect of Commitments (including any Remaining Loan Commitment), Capital Contributions and Loan Contributions from Limited Partners, including any rights, interests or claims deriving from drawdown notices sent pursuant to the Partnership Agreement; and (ii) the Related Rights (the "**Assigned Rights**"), including all moneys which may be payable to us in respect of the Assigned Rights.
2. Unless a contrary indication appears or unless otherwise defined herein, any defined term use herein has the same meaning as given to it in the Partnership Agreement and/or the Assignment.
3. With effect from your receipt of this notice:
 - 3.1 All payments by you to us under or arising from the Partnership Agreement (the "**Payments**") shall be made to, or at the direction of, the Assignee, as it may specify in writing from time to time;
 - 3.2 All remedies provided for in the Partnership Agreement or available at law shall be exercisable by, or at the direction of, the Assignee;
 - 3.3 All rights to compel performance of the Partnership Agreement shall be exercisable by, or at the direction of, the Assignee although we shall remain liable to perform all the obligations assumed by us under the Partnership Agreement;
 - 3.4 All rights, interests and benefits whatsoever accruing to or for the benefit of ourselves arising from the Partnership Agreement shall belong to the Assignee; and
 - 3.5 You are authorised and instructed, without requiring further approval from us, to provide the Assignee with such information relating to the Assigned Rights as it may from time to time

request and to send copies of all notices issued by you in connection with the Assigned Rights to the Assignee as well as to us.

4. These instructions may not be revoked, nor may the terms of the Partnership Agreement be amended, varied, waived or terminated, without the prior written consent of the Assignee.
5. Please acknowledge receipt of this notice by signing the acknowledgement on the enclosed copy letter and returning it to the Assignee at [] marked for the attention of [].
6. This notice is governed by the laws of Scotland.

Yours faithfully

For and on behalf of

[] (the "Assignor")

SCHEDULE

Part 2

Acknowledgement of Assignment

On copy only:

To: Barclays Bank PLC
1 Churchill Place
London
EH14 5HP

Date: ●

We acknowledge receipt of a notice in the terms set out above and confirm that we have not received notice of any previous assignment or security interest over any of the rights, interests and benefits in and to the Partnership Agreement and that we will comply with the terms of the notice from the Assignor.

By executing this letter, we hereby confirm that we shall not exercise any rights of set-off, counterclaim, retention or deduction or any lien or other rights of security that we may have from time to time over all or any part of our rights in relation to the Assigned Rights.

For and on behalf of []

By:

Dated:

SCHEDULE

Part 3

Supplemental Assignment in Security

ASSIGNATION IN SECURITY

between

ARES EUROPEAN PROPERTY ENHANCEMENT PARTNERS II, L.P.

and

AEPEP (SCOTLAND) GP II, LLP

and

AEPEP MANAGEMENT UK LIMITED

and

BARCLAYS BANK PLC

as Security Agent

re: Contract Rights

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THIS ASSIGNATION IN SECURITY between:

- (1) **ARES EUROPEAN PROPERTY ENHANCEMENT PARTNERS II, L.P.** (registered number SL20094) whose registered office is at 50 Lothian Road, Festival Square, Edinburgh, EH3 9WJ (the "Partnership");
- (2) **AEPEP (SCOTLAND) GP II, LLP** (registered number SO305279) whose registered office is at 50 Lothian Road, Festival Square, Edinburgh, EH3 9WJ (the "General Partner"); and
- (3) **ARES MANAGEMENT UK LIMITED**, a limited company registered in England (No. 08708339) whose registered office is at 5th Floor, 6 St. Andrew Street, London EC4A 3AE (the "Manager"),

each of the Partnership, the General Partner and the Manager being an "Assignor" and together the "Assignors"; and
- (4) **BARCLAYS BANK PLC** as security trustee for each of the Secured Parties (the "Security Agent")

WHEREAS

- (A) The Secured Parties have agreed to make available to the Partnership, amongst others, certain loans and/or other financial facilities.
- (B) It is a condition precedent to those facilities being made available that the Assignors enter into this Assignment.

NOW THIS ASSIGNATION WITNESSES as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Assignment:

"Acknowledgement"	means an acknowledgement substantially in the form set out in Part 2 of the Schedule (<i>Acknowledgement of Assignment</i>) (or in such other form as the Security Agent shall agree).
"Assigned Rights"	means the rights and property expressed to be assigned in Clause 3.2.1 and 3.2.2 (<i>Assignment</i>).
"Assignment"	means this assignment in security.
"Business Day"	means a day (other than a Saturday or a Sunday) on which banks are open for general business in London.

"Default Rate"	means the rate of interest set out in Clause 11.3 (<i>Default Interest</i>) of the Facility Agreement.
"Enforcement Event"	means the Agent and/or Security Agent exercising any of its rights under Clause 24.18 (<i>Acceleration</i>) of the Facility Agreement.
"Facility Agreement"	means the facility agreement dated on or about the date hereof and made between, the Borrower, the General Partner, the Manager, the Original Lenders, the Agent, the Security Agent, the Arrangers and the Issuing Bank.
"Insolvency Act"	means the Insolvency Act 1986.
"Liabilities"	<p>means all present and future liabilities and obligations at any time of any Assignor to any Finance Party under the Finance Documents, both actual and contingent and whether incurred solely or jointly or in any other capacity together with any of the following matters relating to or arising in respect of those liabilities and obligations under the Finance Documents:</p> <ul style="list-style-type: none"> (a) any refinancing, novation, deferral or extension; (b) any claim for breach of representation, warranty or undertaking or an event of default or under any indemnity given under or in connection with any document or agreement evidencing or constituting any other liability or obligation falling within this definition; (c) any claim for damages or restitution; and (d) any claims as a result of any recovery by any Assignor of a payment on the grounds of preference or otherwise, <p>and any amounts which would be included in any of the above but for any discharge, non-provability, unenforceability or non-allowance of those amounts in any insolvency or other proceedings.</p>
"Limited Partner"	means in relation to the Partnership, each entity admitted to the Partnership as a limited partner as at the date of this Assignment.
"New Limited Partner"	means [*].

"Notice of Assignment"	means the notice of assignment in the form set out in Part 1 of the Schedule (<i>Notice of Assignment</i>).
"Partnership Agreement"	means the amended and restated limited partnership agreement between, amongst others, the General Partner and Ares Initial Limited Partner Limited, as the initial limited partner, and binding on the investors who have subscribed as limited partners from time to time in the partnership, dated 28 August 2015 and as further amended, restated, varied or supplemented from time to time.
"Related Rights"	means all present and future (i) money and proceeds paid or payable to or by the Assignors in relation to the Assigned Rights; and (ii) all other rights and assets attaching to or deriving from the Assigned Rights or exercisable as a result of the Assignors being party to or having an interest in the Assigned Rights.
"Schedule"	means the schedule in 2 parts annexed to this Assignment.
"Secured Liabilities"	means all Liabilities and all other present and future obligations at any time due, owing or incurred by the Partnership to any Secured Party under the Finance Documents, both actual and contingent and whether incurred solely or jointly and as principal, surety or guarantor or in any other capacity.
"Secured Parties"	means each Finance Party from time to time and any Receiver or Delegate.

1.2 Construction

1.2.1 Unless a contrary indication appears, any reference in this Assignment to:

- (a) any "Assignor", "Security Agent", "Secured Party", "Obligor" or any other person shall be construed so as to include its successors in title, permitted assigns, permitted assignees and permitted transferees and, in the case of the Security Agent, any person for the time being appointed as Security Agent or Security Agents in accordance with the Finance Documents;
- (b) "assets" includes present and future properties, revenues and rights of every description;
- (c) the "Facility Agreement", a "Finance Document" or any other agreement or instrument is a reference to that Finance Document or other agreement or

instrument as from time to time amended, novated, supplemented, replaced, extended or restated (however fundamentally);

- (d) a "**person**" includes any person, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality) or two or more of the foregoing;
- (e) a "**regulation**" includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;
- (f) a provision of law is a reference to that provision as from time to time amended or re-enacted;
- (g) "**disposal**" includes a sale, transfer, grant, lease or other disposal, whether voluntary or involuntary (and "**dispose**" shall be construed accordingly);
- (h) "**document**" includes any deed, instrument (including negotiable instrument) or other document of any kind;
- (i) any matter "**including**" specific instances or examples of such matter shall be construed without limitation to the generality of that matter (and references to "**include**" shall be construed accordingly);
- (j) the "**winding-up**", "**dissolution**" or "**administration**" of a person shall be construed so as to include any equivalent or analogous proceedings under the law of the jurisdiction in which such person is incorporated or established, or any jurisdiction in which such person carries on business including the seeking of liquidation, winding-up, reorganisation, dissolution, administration, arrangement, adjustment, protection or relief of debtors; and
- (k) Clauses and the Schedule are to the clauses and the schedule to this Assignment.

1.2.2 Clause headings are for ease of reference only.

1.2.3 Words in the singular shall import the plural and *vice versa*.

1.2.4 Words defined in the Companies Act 2006 have the same meanings in this Assignment.

1.2.5 Terms defined in the Facility Agreement and the Partnership Agreement have, unless expressly defined in this Assignment, the same meaning when used in this Assignment.

1.2.6 This Assignment is a Transaction Security Document and a Finance Document.

1.2.7 A Default (including an Event of Default) is "continuing" if it has not been remedied or waived.

1.3. **Security trust provisions**

The Security Agent holds the benefit of this Assignment on trust for the Secured Parties in accordance with clause 28 (*Role of the Agent, Security Agent and Others*) of the Facility Agreement.

2. **COVENANT TO PAY**

2.1 **Covenant to pay**

The Assignors as principal debtors and not just as surety, covenant with the Security Agent to pay, discharge and satisfy the Secured Liabilities when the same become due at the times and in the manner provided in the Finance Documents whether by acceleration or otherwise.

2.2 **Interest**

The Assignors shall pay interest on any amount demanded from it in accordance with this Assignment from the date of such demand until such amount is irrevocably discharged and paid in full (such interest to accrue on a daily basis after as well as before judgment or the liquidation or administration of the Assignors and to be payable on demand) at the Default Rate.

3. **CREATION OF SECURITY**

3.1 **General**

This Assignment is granted:

3.1.1 in favour of the Security Agent; and

3.1.2 in security for the payment of all the Secured Liabilities.

3.2 **Assignment**

3.2.1 Each Assignor assigns all its right, title and interest, present and future, to issue and deliver Drawdown Notices in respect of the Commitments (including any Remaining Loan Commitment), Capital Contributions and Loan Contributions of the New Limited Partner pursuant to the terms of the Partnership Agreement and all of its present and future rights, title and interest in or to all Related Rights.

3.2.2 Each Assignor assigns all its right, title and interest, present and future, to all other rights, titles, powers and privileges (not specifically referred to in Clause 3.2.1) related

to or arising out of its rights to or in respect of the Commitments (including any Remaining Loan Commitment), Capital Contributions and Loan Contributions of the New Limited Partner set out in Clause 3.2.1 above, to enforce any payments thereof and to any guarantees thereof now existing or hereafter arising, and all of its present and future rights, title and interest in or to all Related Rights.

3.2.3 Notwithstanding the assignment of rights made under Clause 3.2.1 and 3.2.2, prior to the occurrence of an Enforcement Event:

- (a) each Assignor shall be entitled to deal with the Assigned Rights and to exercise its rights in relation to the Assigned Rights, in each case in accordance with the terms of the Finance Documents; and
- (b) all amounts due and payable from time to time in relation to the Assigned Rights shall be payable to the Assignors, or as they may otherwise direct, in each case in accordance with the terms of the Finance Documents.

3.2.4 The Security Agent shall not be under any obligation in relation to the Assigned Rights as a consequence of this Assignment and each of the Assignors shall at all times remain liable to perform all obligations which it has agreed to perform in respect of the Assigned Rights.

4. PROVISIONS AS TO SECURITY

4.1 Continuing security

4.1.1 The security from time to time created by this Assignment is a continuing security and will remain in full force and effect as a continuing security until released or discharged by the Security Agent.

4.1.2 No part of the security from time to time created by this Assignment will be considered satisfied or discharged by any intermediate payment, discharge or satisfaction of the whole or any part of the Secured Liabilities.

4.2 Additional security

This Assignment shall be without prejudice and in addition to any other security which may at any time be held by the Security Agent or any other Secured Party from an Assignor or any other person in respect of the whole or any part of the Secured Liabilities and may be enforced independently of any such other security.

4.3 No obligation to take other enforcement proceedings

The Security Agent shall not be obliged before exercising any of the rights conferred on it by this Assignment or by law:

- 4.3.1 to make any demand of an Assignor or any other person other than that required by the terms of the Finance Documents;
- 4.3.2 to take any action, enforce any security, exercise any right of compensation or set-off or to obtain or enforce any judgement, decree or order in any court against an Assignor or any other person;
- 4.3.3 to make or file any claim or proof in a winding up, liquidation, administration or other insolvency proceedings of an Assignor or any other person; or
- 4.3.4 to enforce or seek to enforce any other security taken in respect of any of the obligations of an Assignor or any other person under the Finance Documents.

4.4 **Waiver of Defences**

The obligations of each Assignor under this Assignment will not be affected by any act, omission matter or thing which, but for this Clause 4.4 (*Waiver of Defences*), would reduce, release or prejudice any of its obligations under this Assignment (without limitation and whether or not known to it or the Security Agent) including:

- 4.4.1 any time, waiver or consent granted to, or composition with, any Obligor or other person;
- 4.4.2 the release of any other Obligor or any other person under the terms of any composition or arrangement with any creditor of any member of the Group;
- 4.4.3 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 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;
- 4.4.4 any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of an Obligor or any other person;
- 4.4.5 any amendment, novation, supplement, extension (whether of maturity or otherwise) or restatement (in each case however fundamental and of whatsoever nature, and whether or not more onerous) or replacement of any 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;
- 4.4.6 any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security; or

4.4.7 any insolvency or similar proceedings.

5. **PERFECTION OF SECURITY**

5.1 **Notices of Assignment**

Immediately upon execution of this Assignment the Assignors shall deliver a duly completed Notice of Assignment in respect of the Partnership Agreement to each of the Limited Partners, and each Assignor must use reasonable endeavours to procure that each of those parties executes and delivers to the Security Agent an Acknowledgement.

5.2 **Further assurance**

5.2.1 The Assignors shall promptly do all such acts or (or to permit the Security Agent to in the case of filings) execute all such documents (including assignments, assignments, transfers, mortgages, charges, notices and instructions) as the Security Agent may reasonably specify (and in such form as the Security Agent may reasonably require in favour of the Security Agent or its nominee(s)):

- (a) to perfect or protect the Security created or intended to be created under or evidenced by this Assignment (which may include the execution of a mortgage, charge, assignment, assignment or other Security over all or any of the assets which are, or are intended to be, the subject of the Security) or for the exercise of any rights, powers and remedies of the Security Agent provided by or pursuant to this Assignment or by law;
- (b) to confer on the Security Agent Security over any property and assets of that Obligor located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to this Assignment; and/or
- (c) to facilitate the realisation of the assets which are, or are intended to be, the subject of this Assignment.

5.2.2 Each Assignor shall take all such reasonable action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Agent by or pursuant to this Assignment.

6. **UNDERTAKINGS**

Each Assignor undertakes that unless otherwise agreed in writing by the Security Agent or as expressly permitted in the Facility Agreement it shall:

6.1 Not enter into a single transaction or a series of transactions (whether related or not) and whether voluntarily or involuntarily, to sell, transfer or otherwise dispose of the whole or any part

of the Assigned Rights and will not create or permit to subsist any security interest on any part of the Assigned Rights or otherwise deal with any part of the Assigned Rights, save as permitted under Clause 23.6 (*Disposals*) of the Facility Agreement.

6.2 Not do or permit to be done any act or thing which might reasonably be expected to materially jeopardise the rights of the Security Agent in the Assigned Rights or which might adversely affect or diminish the Assigned Rights.

6.3 Not take or omit to take any action which might reasonably be expected to result in:

6.3.1 the alteration or impairment of any of the Assigned Rights or the Related Rights;

6.3.2 any default of any of its obligations under the Partnership Agreement; or

6.3.3 any counterclaims or rights of set-off arising under the Partnership Agreement.

6.4 **Duty to perform**

Each Assignor agrees that notwithstanding the provisions of Clause 3.2 (*Assignment*), it shall remain liable to perform all its obligations under and, prior to the enforcement of the security created by this Assignment pursuant to Clause 7 (*When security becomes enforceable*), shall be entitled to exercise all rights, remedies, powers and discretions conferred on it under the Partnership Agreement (including, without prejudice to the foregoing generality, the rights and obligations contained in Article 6 (*Capital Contributions*) and Article 7 (*Loan Contributions*) of the Partnership Agreement) and the Security Agent shall not have any liability or responsibility under any of the Partnership Agreement to the Assignors or any other party.

6.5 **Failure to perform**

Without prejudice to Clause 6.4 (*Duty to perform*), if an Assignor fails to perform any of its obligations under the Partnership Agreement, the Security Agent shall be entitled, but not required, to perform or procure performance of such obligations, and the amount of all payments made or costs incurred by the Security Agent in that respect, shall be reimbursed by the Assignor to the Security Agent within the Relevant Period following a demand together with accrued interest thereon at the Default Rate from the time or respective times of the same having been paid or incurred until payment thereof (as well as after as before judgement).

7. **WHEN SECURITY BECOMES ENFORCEABLE**

The security created by this Assignment will become immediately enforceable upon an Enforcement Event.

8. ENFORCEMENT OF SECURITY

8.1 Enforcement

After the security created by this Assignment has become enforceable in accordance with Clause 7 (*When security becomes enforceable*), the Security Agent may notify the counterparty or counterparties to the Partnership Agreement that this Assignment has become enforceable and may (without any requirement to give notice to the Assignors) either in its own name or in the name of the Assignors in such manner and on such terms as it may in its sole discretion think fit:

- 8.1.1 take possession of the Assigned Rights or otherwise exercise in relation to them all of the rights of an absolute owner;
- 8.1.2 assign or transfer any or all of the Assigned Rights to any person on such terms as the Security Agent considers appropriate; and
- 8.1.3 collect, recover or compromise, and give a good discharge for, any moneys paid or payable to the Assignors under or in respect of the Assigned Rights, and enforce (in any way whatsoever including, without limitation, by way of instituting proceedings in that Assignor's name) any rights or claims arising under or in respect of the Assigned Rights.

8.2 Protection of third parties

- 8.2.1 None of the other parties to the Partnership Agreement nor any assignee, transferee or other person dealing with, the Security Agent shall be concerned to enquire whether any of the powers exercised or purported to be exercised has arisen or become exercisable, whether any of the Secured Liabilities remains outstanding, whether the Security Agent is authorised to act or as to the propriety or validity of the exercise or purported exercise of any power and a certificate in writing by an officer or agent of the Security Agent of that fact shall be conclusive evidence in favour of an assignee or transferee of all or part of the Assigned Rights.
- 8.2.2 The receipt of the Security Agent shall be an absolute discharge to an assignee or transferee from, or other person dealing with, the Security Agent and shall relieve that assignee, transferee or other person of any obligation to see to the application of any monies paid to or at the discretion of Security Agent and in making any assignment, transfer or disposal the Security Agent may do so for such consideration, in such manner and on such terms (including payment by instalments) as it thinks fit.

8.3 Protection of the Security Agent

The Security Agent shall not be liable to the Assignors in respect of any loss or damage which arises out of the exercise, the attempted or purported exercise or the failure to exercise any of its powers or for any other loss of any nature whatsoever.

8.4 Delegation

8.4.1 Each of the Security Agent and any Delegate may, at any time, delegate by power of attorney or otherwise to any person for any period, all or any right, power, authority or discretion vested in it in its capacity as such.

8.4.2 That delegation may be made upon any terms and conditions (including the power to sub-delegate) and subject to any restrictions that the Security Agent or that Delegate (as the case may be) may, in its discretion, think fit in the interests of the Secured Parties.

8.4.3 No Security Agent or Delegate shall be bound to supervise, or be in any way responsible for any damages, costs or losses incurred by reason of any misconduct, omission or default on the part of, any such delegate or sub-delegate.

9. SET OFF

Any Finance Party (including the Security Agent on its behalf) may set-off any matured obligation due from any Assignor under this Assignment against any matured obligation owed by that Finance Party to that Assignor regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Finance Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

10. RELEASE OF SECURITY

10.1 Release of security

When the Secured Liabilities have been irrevocably paid or discharged in full to the satisfaction of the Security Agent and the Security Agent has no further obligation to provide credit facilities or other accommodation to any Obligor or, if the Security Agent so agrees, at any other time, the Security Agent shall, subject to the provisions of Clause 11 (*Avoidance of Payments*), at the request and cost of the Assignors, execute such documents as may be required to release the Security created or purported to be created pursuant to this Assignment and re-assign the Assigned Rights to the Assignors.

10.2 Entitlement to retain security

If any payment or discharge of the Secured Liabilities is, in the reasonable opinion of the Security Agent, liable to be avoided or invalidated under any enactment relating to bankruptcy or insolvency, the Security Agent may refuse to grant any release of the security created by this Assignment for such further period as the risk of such avoidance or invalidity continues.

11. AVOIDANCE OF PAYMENTS

No assurance, security or payment which may be avoided or adjusted under the law, including under any statute relating to bankruptcy or insolvency and no release, settlement or discharge given or made by the Security Agent on the faith of any such assurance, security or payment, shall prejudice or affect the right of the Security Agent to recover the Secured Liabilities from the Assignors (including any monies which any Secured Party may be compelled to pay or refund under the provisions of the Insolvency Act and any costs payable by it pursuant to or otherwise incurred in connection therewith) and enforce the charges contained in this Assignment to the full extent of the Secured Liabilities.

12. CUMULATIVE REMEDIES AND WAIVERS

The rights of the Security Agent may be exercised as often as necessary, are cumulative and are in addition to its respective rights under general law and may be waived only in writing and specifically. Delay in the exercise or non-exercise of any right shall not be a waiver of that right.

13. SEVERABILITY

If any of the provisions of this Assignment is or becomes invalid, illegal or unenforceable that shall not affect the validity, legality and enforceability of any other provision in this Assignment.

14. EVIDENCE AND CALCULATIONS

Any certificate or determination by the Security Agent as to the amount of the Secured Liabilities shall, in the absence of manifest error, be conclusive and binding on the Assignors for all purposes.

15. APPLICATION OF PROCEEDS

15.1 Application of proceeds

Any moneys received by the Security Agent or any Receiver after the security created by this Assignment has become enforceable in accordance with Clause 7 (*When security becomes enforceable*) shall, subject to the Facility Agreement, be applied in the following order of priority, notwithstanding any purported appropriation by the Partnership:

- 15.1.1 in or towards payment of the costs and losses incurred, and payments made, by the Security Agent (in its capacity as Security Agent only) and/or any Receiver under or in connection with this Assignment and all remuneration due to any Receiver under or in connection with this Assignment;
- 15.1.2 in or towards the payment or discharge of the Secured Liabilities in accordance with the terms of the Finance Documents; and
- 15.1.3 in payment of any surplus to the Assignors or other person entitled to it.

15.2 Other claims

The provisions of Clause 15.1 (*Application of Proceeds*) are subject to the payment of any claims having priority over the security created by this Assignment. This Clause does not prejudice the right of any Secured Party to recover any shortfall from the Assignors.

16. NEW ACCOUNTS

16.1 New Accounts

If the Security Agent at any time becomes aware of any subsequent security or other like interest, matter, event or transaction affecting any of the Assigned Rights, the Security Agent may open a new account or accounts for the Assignors in its books.

16.2 Ruling-off

If the Security Agent does not open any such new account then, unless it gives express written notice to the Assignors to the contrary, the Security Agent will be treated as if it had in fact opened such account or accounts at the time when it became so aware and as from that time all payments by or on behalf of the Assignors to the Security Agent will be credited or treated as having been credited to a new account of the Assignors and not as having been applied in reduction of the Secured Liabilities then outstanding.

17. SUSPENSE ACCOUNTS

Following enforcement of this Assignment, all monies received, recovered or realised by the Security Agent under this Assignment (including the proceeds of any conversion of currency) may in the discretion of the Security Agent be credited to any interest bearing suspense or impersonal account maintained with any bank, building society or financial institution as it considers appropriate and may be held in such account for so long as the Security Agent may think fit pending their application from time to time (as the Security Agent is entitled to do in its discretion) in or towards the discharge of any of the Secured Liabilities and save as provided herein no party will be entitled to withdraw any amount at any time standing to the credit of any suspense or impersonal account referred to above.

18. POWER OF ATTORNEY

18.1 Appointment and powers

Each Assignor, by way of security, irrevocably appoints the Security Agent (at the times set out below) to be its attorney and in its names and on its behalf to execute, deliver and perfect all documents and do such things that the attorney may consider to be required:

18.1.1 following the occurrence of an Enforcement Event:

- (a) For exercising any power to issue and deliver Drawdown Notices in respect of the Commitments (including any Remaining Loan Commitment), Capital Contributions and Loan Contributions under the Partnership Agreement;
- (b) For exercising all Related Rights and any other related powers to enforce the payment of any of the Commitments (including any Remaining Loan Commitment), Capital Contributions or the Loan Contributions under the Partnership Agreement;
- (c) For exercising any power to apply any payment of the Commitments (including any Remaining Loan Commitment), Capital Contributions or the Loan Contributions to repay any of the Assignors' obligations that are due, owing or incurred under the Facility Agreement together with accrued interest thereon or any other amounts due and payable by the Assignors under any other Finance Document;
- (d) For enabling the Security Agent to exercise, or delegate the exercise of, all or any of the Assigned Rights; and
- (e) For enabling any receiver to exercise, or delegate the exercise of, any of the rights, powers and authorities conferred on them by or pursuant to this Assignment or by law; and

18.1.2 where any obligation is imposed on an Assignor under this Assignment and where an Assignor has failed to comply with such obligation within a reasonable time for the purpose of carrying out such obligation as the Security Agent sees fit (in accordance with the terms of this Assignment) including, without limitation, the execution and delivery of any deeds, charges, assignments, assignations or other security and any transfers of the assets subject to the security. The Security Agent shall inform the relevant Assignor of any action it takes pursuant to this Clause 18.1.2, in a reasonable time following such action.

18.1.3 Following the appointment of the Security Agent as attorney in accordance with Clauses 18.1.1 or 18.1.2 above, for exercising all related and incidental powers

conferred on the Assignors which in the opinion of the Security Agent (acting reasonably) are necessary to be conferred by the Assignors on the Security Agent for any of the purposes referred to in Clauses 18.1.1 or 18.1.2 above.

18.2 Ratification

Each Assignor ratifies and confirms whatever any such attorney mentioned in Clause 18.1 (*Appointment and powers*) shall do or purport to do in the lawful exercise or purported exercise of all or any of the powers, authorities and discretions referred to in such Clause.

19. TRANSFERS

19.1 Transfer by Assignors

The Assignors may not assign or otherwise transfer its rights and obligations under this Assignment.

19.2 Transfer by Security Agent

The Security Agent may (without prejudice to its right to appoint any joint trustee), assign and transfer all or any of its rights and obligations under this Assignment to any person appointed as its successor as Security Agent (or any joint trustee). The Security Agent shall be entitled, subject to the terms of the Facility Agreement to disclose such information concerning the Assignors and this Assignment as the Security Agent considers appropriate to any actual or proposed direct or indirect successor or to any person to whom information may be required to be disclosed by any applicable law.

20. NOTICES

Any communication to be made under or in connection with this Assignment shall be made in accordance with clause 33 (*Notices*) of the Facility Agreement.

21. REGISTRATION

The Assignors consent to the registration of this Assignment for preservation.

22. COUNTERPARTS

This Assignment may be executed in any number of counterparts, and on such execution and delivery, the counterparts shall be treated as a single document pursuant to the Legal Writing (Counterparts and Delivery) (Scotland) Act 2015.

23. GOVERNING LAW AND JURISDICTION**23.1 Governing law**

This Assignment shall be governed by, and construed in accordance with, the laws of Scotland.

23.2 Jurisdiction

- 23.2.1 The courts of Scotland have exclusive jurisdiction to settle any dispute arising out of or in connection with this Assignment (including a dispute regarding the existence, validity or termination of this Assignment) (a "**Dispute**").
- 23.2.2 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.
- 23.2.3 This Clause 23.2 (*Jurisdiction*) is for the benefit of the Security Agent only. As a result, the Security Agent shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Security Agent may take concurrent proceedings in any number of jurisdictions.

IN WITNESS WHEREOF this Assignment consisting of this and the preceding 17 pages together with the Schedule is executed as follows, and if executed in counterpart is delivered on the date set out below:

SUBSCRIBED for and on behalf of

ARES EUROPEAN PROPERTY ENHANCEMENT PARTNERS II, L.P. acting by its manager ARES MANAGEMENT UK LIMITED,

at

on the _____ day

of _____ 2015

acting by _____ Authorised Signatory

_____ Full Name

before this witness:

Signature _____

Name _____

Address _____

SUBSCRIBED for and on behalf of

AEPEP (SCOTLAND) GP II, LLP (as General Partner), acting by its managing member AEPEP (SCOTLAND) MANAGER II LIMITED

at

on the _____ day

of _____ 2015

acting by _____ Authorised Signatory

_____ Full Name

before this witness:

Signature _____

Name _____

Address _____

SUBSCRIBED for and on behalf of

ARES MANAGEMENT UK LIMITED (as Manager),

at

on the _____ day

of _____ 2015

acting by _____ Director/Authorised Signatory

_____ Full Name

before this witness:

Signature _____

Name _____

Address _____

SUBSCRIBED for and on behalf of
BARCLAYS BANK PLC (as Security Agent)

at

on the day

of 2015

_____ Authorised Signatory

_____ Full Name

before this witness:

Signature _____

Name _____

Address _____

DATE OF DELIVERY:2015

THIS IS THE SCHEDULE REFERRED TO IN THE FOREGOING ASSIGNATION IN SECURITY BY
ARES EUROPEAN PROPERTY ENHANCEMENT PARTNERS II, L.P., AEPEP (SCOTLAND) GP II, LLP
AND ARES MANAGEMENT UK LIMITED IN FAVOUR OF BARCLAYS BANK PLC as SECURITY
AGENT

SCHEDULE

Part 1

Notice of Assignment

To: []

[date]

Dear Sirs

1. We hereby give you notice that pursuant to an assignment in security entered into by us in favour of Barclays Bank PLC (the "Assignee") dated [] (the "Assignment") we have assigned all our right, title and interest in and pursuant to (i) the Partnership Agreement to receive amounts in respect of Commitments (including any Remaining Loan Commitment), Capital Contributions and Loan Contributions from the New Limited Partner, including any rights, interests or claims deriving from drawdown notices sent pursuant to the Partnership Agreement; and (ii) the Related Rights (the "Assigned Rights"), including all moneys which may be payable to us in respect of the Assigned Rights.
2. Unless a contrary indication appears or unless otherwise defined herein, any defined term use herein has the same meaning as given to it in the Partnership Agreement and/or the Assignment.
3. With effect from your receipt of this notice:
 - 3.1 All payments by you to us under or arising from the Partnership Agreement (the "Payments") shall be made to, or at the direction of, the Assignee, as it may specify in writing from time to time;
 - 3.2 All remedies provided for in the Partnership Agreement or available at law shall be exercisable by, or at the direction of, the Assignee;
 - 3.3 All rights to compel performance of the Partnership Agreement shall be exercisable by, or at the direction of, the Assignee although we shall remain liable to perform all the obligations assumed by us under the Partnership Agreement;
 - 3.4 All rights, interests and benefits whatsoever accruing to or for the benefit of ourselves arising from the Partnership Agreement shall belong to the Assignee; and
 - 3.5 You are authorised and instructed, without requiring further approval from us, to provide the Assignee with such information relating to the Assigned Rights as it may from time to time

request and to send copies of all notices issued by you in connection with the Assigned Rights to the Assignee as well as to us.

4. These instructions may not be revoked, nor may the terms of the Partnership Agreement be amended, varied, waived or terminated, without the prior written consent of the Assignee.
5. Please acknowledge receipt of this notice by signing the acknowledgement on the enclosed copy letter and returning it to the Assignee at [] marked for the attention of [].
6. This notice is governed by the laws of Scotland.

Yours faithfully

For and on behalf of
[] (the "Assignor")

SCHEDULE

Part 2

Acknowledgement of Assignment

On copy only:

To: Barclays Bank PLC
1 Churchill Place
London
EH14 5HP

Date: ●

We acknowledge receipt of a notice in the terms set out above and confirm that we have not received notice of any previous assignment or security interest over any of the rights, interests and benefits in and to the Partnership Agreement and that we will comply with the terms of the notice from the Assignor.

By executing this letter, we hereby confirm that we shall not exercise any rights of set-off, counterclaim, retention or deduction or any lien or other rights of security that we may have from time to time over all or any part of our rights in relation to the Assigned Rights.

For and on behalf of []

By:

Dated: