# Registration of a Charge

Company name: ASHTENNE CALEDONIA LIMITED

Company number: SC218018

Received for Electronic Filing: 20/08/2020



# **Details of Charge**

Date of creation: 05/08/2020

Charge code: SC21 8018 0109

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

Brief description:

Contains fixed charge(s).

Contains negative pledge.

# Authentication of Form

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

# Authentication of Instrument

Certification statement: I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT

TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL

INSTRUMENT.

Certified by: BRODIES LLP



# CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 218018

Charge code: SC21 8018 0109

The Registrar of Companies for Scotland hereby certifies that a charge dated 5th August 2020 and created by ASHTENNE CALEDONIA LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th August 2020.

Given at Companies House, Edinburgh on 24th August 2020

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





Certified a true copy save for the material redacted pursuant to s859G of the Companies Act 2006

Roid

**EXECUTION VERSION** 

BRODIES LLP Solicitors

**ASSIGNATION OF RENTS** 

Date: 20 August 2020

Ref: BAN45.28

by

ASHTENNE CALEDONIA LIMITED (as Chargor)

in favour of

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

Brodies LLP
15 Atholl Crescent
Edinburgh EH3 8HA
T: 0131 228 3777
F: 0131 228 3878
DX ED 10
FAS 0468
2020
Ref: MXM.KLRF.BAN45.28



# ASSIGNATION by:

ASHTENNE CALEDONIA LIMITED a company incorporated in Scotland with registered number SC218018 and having its registered office at 6th Floor, 80 St Vincent Street, Glasgow G2 5UB (the Chargor);

#### in favour of

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

#### **CONSIDERING THAT:-**

The Chargor enters into this Assignation in connection with the Facilities Agreements.

# **ACCORDINGLY IT IS AGREED AS FOLLOWS:**

# 1 Undertaking to Pay

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

# 2 Assignation

- 2.1 The Chargor as continuing security for the payment and discharge of all the Common Secured Obligations hereby assigns absolutely to and in favour of the Common Security Agent its whole entitlement to receive the Assigned Rights.
- 2.2 The Common Security Agent holds the benefit of this Assignation on trust for the Common Secured Parties under the terms of the Intercreditor Agreement.
- 2.3 Notwithstanding the assignations set out in Clause 2.1, whilst this Assignation subsists the Chargor shall perform and continue to perform and shall remain liable for all obligations and liabilities imposed on it under the Leases.

# 3 Intimation

3.1 The Chargor undertakes forthwith to intimate or to procure the intimation of this Assignation to the Tenants or any other relevant third party in the form substantially set out in the draft Letter of

Intimation in Part 1 of the Schedule and shall provide the Common Security Agent with such evidence of Intimation as the Common Security Agent shall reasonably require.

3.2 The Chargor undertakes to use reasonable endeavours to procure that the Tenants or any other relevant third party pursuant to Clause 3.1 acknowledge receipt of the intimation of this Assignation in the form substantially set out in the draft Form of Acknowledgement in Part 1 of the Schedule.

# 4 Further Assignations

- 4.1 In the event that at any time after the date of this Assignation:
  - 4.1.1 further Occupational Lease(s) or rental income guarantees is or are entered into by any Obligor (as that term is defined in the Intercreditor Agreement) in respect of the Properties (as that term is defined as "Property" in the Senior Facilities Agreement or, on and from the Senior Discharge Date, the Mezzanine Facility Agreement) situated in Scotland, which are not the subject of an assignation of rents in favour of the Common Security Agent (the "Relevant Scottish Leases"); and
  - the aggregate of the annual Rental Income (as that term is defined in the Senior Facilities Agreement or, on and from the Senior Discharge Date, the Mezzanine Facility Agreement) payable under such Relevant Scottish Leases (disregarding for these purposes any rent free periods) is equal to or exceeds 5 per cent of the aggregate annual Rental Income (as that term is defined in the Senior Facilities Agreement or, on and from the Senior Discharge Date, the Mezzanine Facility Agreement) payable in respect of all Occupational Leases at all Properties (as that term is defined as "Property" in the Senior Facilities Agreement or, on and from the Senior Discharge Date, the Mezzanine Facility Agreement) (the "Threshold Test"),

then the Chargor shall execute an assignation or assignations in substantially the same terms *mutatis mutandis* as this Assignation relative to all such Relevant Scottish Leases (if any) which relate to the Chargor's Properties (as that term is defined as "Property" in the Senior Facilities Agreement or, on and from the Senior Discharge Date, the Mezzanine Facility Agreement) situated in Scotland (and including those Properties listed in Part 3 of the Schedule to this Assignation) and shall deliver the same to the Common Security Agent or its nominee forthwith and in any event within 20 Business Days of the date of the Quarterly Management Report (as that term is defined in the Senior Facilities Agreement or, on and from the Senior Discharge Date, the Mezzanine Facility Agreement) which confirms that the Threshold Test has been met.

# 5 Negative Pledge

5.1 Except as expressly allowed under the Common Secured Debt Documents or as created under or pursuant to a Common Transaction Security Document, the Chargor may not create or permit to subsist any Security on all or any part of the Assigned Rights (except for this Assignation).

5.2 Except as expressly permitted under the Common Secured Debt Documents, the Chargor may not sell, transfer, assign or otherwise dispose of all or any part of the Assigned Rights.

# 6 Enforcement

- The security created by or pursuant to this Assignation shall become immediately enforceable if an Event of Default occurs and is continuing.
- 6.2 Whilst the security created by this Assignation is enforceable, the Common Security Agent may in its absolute discretion enforce all or any part of this Assignation in any manner it sees fit or as the Instructing Group directs.
- 6.3 This Assignation is subject to the terms of the Intercreditor Agreement.

# 7 Powers on enforcement

- 7.1 Whilst an Event of Default is continuing, the Common Security Agent shall be entitled (but is not obliged) to exercise all and/or any rights and powers in relation to Assigned Rights which could have been exercised by the Chargor, including:
  - 7.1.1 power to receive all or any money payable in respect of or in connection with the Assigned Rights or any part of them; and
  - 7.1.2 power to negotiate, compromise and/or agree any dispute arising in connection with the Assigned Rights.
- 7.2 The Common Security Agent may exercise any of the powers referred to In this Assignation in such manner and to such extent as the Common Security Agent considers appropriate.
- 7.3 The Common Security Agent shall not be liable to account to the Chargor except in respect of the actual receipts of the Common Security Agent and shall not be liable to the Chargor for any loss as a result of the exercise by the Common Security Agent of any power conferred by this Assignation unless any such loss arises from the gross negligence, fraud or wilful misconduct of the Common Security Agent.
- 7.4 No person (including a purchaser) dealing with the Common Security Agent or its or his agents will be concerned to enquire:
  - 7.4.1 whether the Common Secured Obligations have become payable;
  - 7.4.2 whether any power which the Common Security Agent is purporting to exercise has become exercisable or is being properly exercised;
  - 7.4.3 whether any money remains due under the Common Secured Debt Documents; or
  - 7.4.4 how any money paid to the Common Security Agent is to be applied.

- 7.5 Whilst an Event of Default is continuing, the Common Security Agent may:
  - 7.5.1 redeem any prior Security against or relating to the Assigned Rights; and/or
  - 7.5.2 procure the transfer of that Security to itself; and/or
  - 7.5.3 settle and pass the accounts of the prior security holder, chargee or encumbrancer; any accounts so settled and passed will be, in the absence of manifest error, conclusive and binding on the Chargor.
- 7.6 The Chargor must pay to the Common Security Agent, immediately on demand, the costs and expenses incurred by the Common Security Agent in connection with any such redemption and/or transfer, including the payment of any principal or interest.
- 7.7 If this Assignation is enforced at a time when no amount is due under the Common Secured Debt Documents but at a time when amounts will become due, the Common Security Agent may pay the proceeds of any recoveries effected by it into a suspense account or other account selected by it.

# 8 Application of enforcement proceeds

- 8.1 Any monies received by the Common Security Agent whilst this Assignation is enforceable must be applied in accordance with Clause 11 (*Application of enforcement proceeds*) of the Intercreditor Agreement.
- 8.2 This Clause is subject to the payment of any claims preferred by any bankruptcy, insolvency, liquidation or other similar laws of general application having priority over this Assignation. This Clause does not prejudice the right of any Common Secured Party to recover any shortfall from the Chargor.

# 9 Further assurance

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

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

This includes:

- 9.2.1 at any time whilst this Security is enforceable, the execution of any transfer, conveyance, assignment, assignation or assurance of any property, whether to the Common Security Agent or to its nominee; or
- 9.2.2 the giving of any notice, order or direction and the making of any registration,

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

# 10 Delegation

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

# 11 Mandate and attorney

The Chargor irrevocably and severally appoints the Common Security Agent and any of its delegates or sub-delegates to be its mandatory and attorney (even in cases of self-contracting, multiple representation or conflict of interest) to take any action which the Chargor is obliged to take under this Assignation and to exercise or delegate the exercise of any of the rights, powers and authorities conferred on them by or pursuant to this Assignation, provided that such power of attorney may only be exercised whilst an Event of Default is continuing and, to the extent permissible by law, shall not terminate by virtue of bankruptcy or similar proceedings affecting the Chargor. The Chargor ratifies and confirms whatever any attorney does or purports to do under its appointment under this Clause.

# 12 Miscellaneous

- 12.1 If any subsequent charge or other interest affects the Assigned Rights, a Common Secured Party may open a new account on behalf of the Chargor.
- 12.2 If a Common Secured Party does not open a new account, it will nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice of that charge or other interest.
- 12.3 As from that time all payments made to a Common Secured Party will be credited or be treated as having been credited to the new account and will not operate to reduce any Common Secured Obligations.

- 12.4 The Common Security Agent executes this Assignation as common security agent in the exercise of the rights, powers and authority conferred and vested in it under the Intercreditor Agreement and any other Common Secured Debt Document for and on behalf of the Common Secured Parties for whom it acts. It will exercise its powers, rights, duties and authority under this Assignation in the manner provided for in the Intercreditor Agreement and, in so acting, the Common Security Agent shall have the protections, immunities, limitations of liabilities, rights, powers, authorisations, indemnities and benefits conferred on it under and by the Intercreditor Agreement and the other Common Secured Debt Documents.
- 12.5 The Common Security Agent shall not owe any fiduciary duties to any party to this Assignation or any of their directors, employees, agents or affiliates.
- Notwithstanding any other provisions of this Assignation, in acting under and in accordance with this Assignation the Common Security Agent is entitled to seek instructions from the Instructing Group in accordance with the provisions of the Intercreditor Agreement and at any time, and where it so acts or refrains from acting on the instructions of the Instructing Group, the Common Security Agent shall not incur any liability to any person for so acting or refraining from acting.

#### 13 Release

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

# 14 Partial Invalidity

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

# 15 Notices

Any communication to be made under or in connection with this Assignation shall be made in accordance with Clause 17 (*Notices*) of the Intercreditor Agreement.

# 16 Definitions

In this Assignation:

Assigned Rights means the rights, title, benefit and interest, present or future of the Chargor to the Rental Income from the Tenants and any other relevant third party (as appropriate) under the Leases.

Business Day has the meaning given to it in the Facilities Agreements.

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

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

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

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

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

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

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

Intercreditor Agreement means the intercreditor agreement entered into on or around the date of delivery hereof between, amongst others, Potter Pledgeco Ltd. as the senior company and Situs Asset Management Limited as senior facility agent and common security agent (as amended, varied, novated or supplemented from time to time).

Leases means the leases and guarantees detailed in Part 2 of the Schedule as the same may be amended, supplemented or varied in any way from time to time;

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

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

Party means a party to this Assignation.

**Property** means the properties described in Part 3 of the Schedule and "Properties" shall be construed accordingly.

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

Schedule means the schedule in three parts annexed and executed as relative hereto.

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

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

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

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

Tenants means the tenants for the time being and from time to time under the Leases.

# 17 Interpretation

- 17.1 Capitalised terms defined in the Intercreditor Agreement have, unless expressly defined in this Assignation, the same meaning in this Assignation.
- 17.2 The provisions of Clause 1.2 (Construction) of the Intercreditor Agreement apply to this Assignation as though they were set out in full in this Assignation except that references to the Intercreditor Agreement are to be construed as reference to this Assignation.

# 17.3 In this Assignation:

- 17.3.1 this Assignation (and any provisions of it) or any other document referred to in this Assignation shall be construed as references to it for the time being as amended, varied, supplemented, restated, substituted or novated from time to time;
- a reference to a Common Secured Debt Document or other document includes (without prejudice to any prohibition on amendments) all amendments and supplements however fundamental to that Common Secured Debt Document or other document, including any amendment or supplement providing for further advances or any extension of or any increase in the amount of a facility or any additional facility;
- 17.3.3 a reference to any asset, unless the context otherwise requires, includes any present and future asset;
- 17.3.4 a reference to the Schedule is a reference to the Schedule annexed and executed as relative to this Assignation and references to this Assignation include its Schedule; and
- 17.3.5 unless the context otherwise requires, the term **enforceable** when used in the context of this Assignation means enforceable in accordance with Clause 6 (*Enforcement*).

- 17.4 Any covenant and/or undertaking of the Chargor under this Assignation (other than a payment obligation) remains in force during the Security Period.
- 17.5 If the Common Security Agent considers that an amount paid to a Common Secured Party under a Common Secured Debt Document is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Assignation.
- 17.6 Unless the context otherwise requires, a reference to an Assigned Right includes the proceeds of sale of that Assigned Right.

#### 18 Certificates

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

# 19 Counterparts

Where executed in counterparts:

- 19.1 this Assignation shall not take effect until all of the counterparts have been delivered; and
- delivery will take place when the date of delivery is agreed between the parties after execution of this Assignation as evidenced by the date inserted at the start of this Assignation.

# 20 Governing law and jurisdiction

- 20.1 This Assignation and any non-contractual obligations arising out of or in connection with it are governed by Scots law.
- 20.2 The Scottish courts have exclusive jurisdiction to settle any dispute arising out of or in connection with this Assignation (including a dispute relating to non-contractual obligations arising from or in connection with this Assignation or a dispute regarding the existence, validity or termination of this Assignation) (a Dispute).
- 20.3 The Parties agree that the courts of Scotland are the most appropriate and convenient courts to settle Disputes and accordingly no party to this Assignation will argue to the contrary.
- 20.4 This Clause 20 is for the benefit of the Common Secured Parties only. As a result, no Common Secured Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Common Secured Parties may take concurrent proceedings in any number of jurisdictions.

# 21 Consent and authorisation

- 21.1 The Chargor hereby consents to the registration of this Assignation and any certificate referred to in Clause 18 (Certificates) for preservation.
- 21.2 The Chargor hereby authorises the Common Security Agent or its agent to insert the date of delivery of this Assignation at the start of this Assignation.

IN WITNESS WHEREOF these presents consisting of this and the preceding 9 pages and the Schedule are executed as follows, and, if executed in counterpart in terms of the Legal Writings (Counterpart and Delivery) (Scotland) Act 2015, are delivered for the purposes of that Act on the date set out on page 11 of this Assignation:

# CHARGOR

SUBSCRIBED for and on behalf of ASHTENNE CALEDONIA LIMITED acting by	
signature of witness	signature of director/secretary/authorised signatory/attorney
DAVID FARMER! full name of above (print)	TANINE MEDONALD.  full name of above (print)
37-43 SACKVILLE STREET	29 JULY 2020 date of signing
ω\S 3DL Address of witness	place of signing

# **COMMON SECURITY AGENT**

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

signature of witness

Signature of director/secretary/authorised signatory/attorney

Lisa Williams full name of above (print)

THIS IS THE SCHEDULE IN THREE PARTS REFERRED TO IN THE FOREGOING ASSIGNATION OF RENTS BY ASHTENNE CALEDONIA LIMITED IN FAVOUR OF SITUS ASSET MANAGEMENT LIMITED (AS COMMON SECURITY AGENT)

# SCHEDULE

# Part 1 Form of Notice to Tenants

		[TO BE TYPED ON DWF	LLP LETTER HEA	ADED PAPER]	
[Tenant	]				
[	1				
Dear Si	rs,				
SITUS .	ASSET MAI Common S	f Rents dated [ ] 2020 NAGEMENT LIMITED for itselectived Parties (as referred to to the lease of [	If and as commo	tion of Rents) (the	id trustee for each
1	We act on	behalf of ASHTENNE CALEDO	ONIA LIMITED (th	e Chargor).	
2	We refer to	the lease of the above proper	ty as defined in the	e Assignation of Rer	nts (the Lease).
3	•	tiso to the rental income guarantee		] in favour of [	] dated [
4	On behalf of and as instructed by the Chargor we hereby:-				
4.1	give you notice that by the Assignation of Rents all of the Chargor's right, title and interest in and to the rents and all other monies reserved by or arising out of the [Lease] / [the Rental Income Guarantee] have been assigned by way of security to the Common Security Agent upon the terms set out in the Assignation of Rents.				
4.2	confirm tha	onfirm that:			
	4.2.1	the Chargor will remain liable perform all the obligations a Guarantee]; and			
	4.2.2	none of the Common Securit at any time be under any obli / [the Rental Income Guarant	gation or liability t		

- The Chargor will also remain entitled to exercise all our rights, powers and discretions under the [Lease] / [the Rental Income Guarantee], and you should continue to give notices under the [Lease] / [the Rental Income Guarantee] to the Chargor, unless and until you receive notice from the Common Security Agent to the contrary stating that the security under the Assignation of Rents has become enforceable. In this event, all the rights, powers and discretions will be exercisable by, and all notices must be given to, the Common Security Agent or as it directs.
- The Chargor irrevocably and unconditionally instructs and authorises you (notwithstanding any previous instructions which the Chargor may have given to the contrary), until you receive notice from the Common Security Agent to the contrary, to pay all rent and all other monies payable by you under the [Lease] / [the Rental Income Guarantee] to the following bank account:

Bank:	[]
Address:	[]
Sort Code:	[]
Account Number:	[]
Account Name:	[]
Reference:	[]

[Please note that it is intended for a new bank account to be opened, being the Rent Collection Account (as defined in the Senior Facilities Agreement defined in the Assignation of Rents), where you will be required to pay all rent and all other monies payable by you under the [Lease] / [the Rental Income Guarantee]. Details of the Rent Collection Account will be confirmed to you by the Chargor, or its Managing Agent, in due course.]

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

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

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

Yours faithfully

DWF LLP as agents for and on behalf of ASHTENNE CALEDONIA LIMITED

# Form of Acknowledgement from Tenants

To:	situs [ ]	ASSET MANAGEMENT LIMITED as Com	.IMITED as Common Security Agent		
Attentic	ın:	]	1		
Dear S	irs,				
Re: Pro	perty				
for and Income	on beha Guaran		] and addressed to us by DWF LLP as agents (the Chargor) regarding the [Lease] / [the Rentand such notice and we accept the instructions and		
We ack	nowledg	ge and confirm that:			
(a)	we have not, as at the date of this acknowledgement, received any notice that any third party has or will have any right or interest in, or has made or will be making any claim or demand or taking any action in respect, of the rights of the Chargor under or in respect of the [Lease] / [the Renta Income Guarantee] (as defined in the notice); and				
(b)	we shall pay all rent and all other monies payable by us under the [Lease] / [the Rental Income Guarantee] in accordance with the instructions specified in the said notice and we shall continue to pay those monies in accordance with those instructions until we receive your written instructions to the contrary.				
	tter and . Scotlan		of it or in connection with it are governed by the		
Yours t	faithfully				
For an	d on beh t]	alf of			

# PART 2 **LEASES AND GUARANTEES**

# Chapelhall Industrial Estate, Airdrie

Block 4, Unit 3

Missives of Let between Brodies LLP (on behalf of Ashtenne Caledonia Limited) and Harper MacLeod LLP (on behalf of Label Tec Scotland Ltd) dated 31 January 2012 and 2 February 2012 and registered in the Books of Council and Session on 19 April 2012 as subsequently varied and amended

Block 4, Unit 11

Missives of Let between Brodies LLP (on behalf of Ashtenne Caledonia Limited) and Gary Mullen dated 26 October 2012 and registered in the Books of Council and Session on 21 November 2012

Block 7, Unit 1

Missives of Let between Brodies LLP (on behalf of Ashtenne Caledonia Limited) and Freelands (on behalf of Elite Office Supplies Limited) dated 30 June and 5 July and registered in the Books of Council and Session on 13 July all days of 2016

Block 7 Unit 2

Missives of Let between Brodies LLP (on behalf of Ashtenne Caledonia Limited) and Colin McNair dated 24 and 31 July and registered in the Books of Council and Session on 5 August all days of 2008 as subsequently varied and amended

Block 7 Unit 3

Licence to occupy by Ashtenne Caledonia Limited in favour of Colin McNair dated 14 June and executed on 6 July and 27 July all days of 2018

Block 8 Unit 4

Lease between AShtenne Caledonia Limited and James Kearney and James Goslin, as present partners and trustees of The Firm of Propaint, dated 28 November 2003 and 26 March 2004 and registered in the Books of Council and Session on 20 April 2004, as subsequently varied and amended

# Lenziemill Industrial Estate, Cumbernauld

22 Tannoch Drive

Missives of Let between Brodies LLP (on behalf of Ashtenne Caledonía Limited) and JL Joinery Manufacturing Ltd dated 1 July and registered in the Books of Council and Session on 13 August, all days in 2014, as subsequently varied and amended.

3-5 Lenziemill Road

Missives of Let between Brodies LLP (on behalf of Ashtenne Caledonia Limited) and Porcelain Plus Limited dated 21 and 22 January and 2 April and registered in the Books of Council and Session on 10 April, all days in 2008, as subsequently varied and amended.

38 Tannoch Drive

Missives of Let between DLA Piper Scotland LLP (on behalf of Ashtenne Caledonia Limited) and Cumbernauld Car Sales Ltd dated 29 and 30 November and registered in the Books of Council and Session on 10 December, all days in 2018.

40 Tannoch Drive

Missives of Let between Brodies LLP (on behalf of Ashtenne Caledonia Limited) and Scott Finlay dated 8 and 12 August and registered in the Books of Council and Session on 21 August, all days in 2018, as subsequently varied and amended.

42 Tannoch Drive

Missives of Let between Brodies LLP (on behalf of Ashtenne Caledonia Limited) and DAB Handling Limited dated 21 March and 4 April and registered in the Books of Council and Session on 11 April, all days in 2008, as subsequently varied and amended.

46 - 50 Tannoch Drive

Missives of Let between DLA Piper Scotland LLP (on behalf of Ashtenne Caledonia Limited) and Limitless Fitness & Martial Arts Ltd dated 20 and 24 February 2008 and registered in the Books of Council and Session on 18 April, all days in 2008.

52 Tannoch Drive

Missives of Let between Brodies LLP (on behalf of Ashtenne Caledonia Limited) and Brunton Miller Solicitors (on behalf of Parvis Hanif) dated 3 and 4 December 2015 and 6 January 2016 and registered in the Books of Council and Session on 7 January 2016.

54 Tannoch Drive

Missives of Let between Brodies LLP (on behalf of Ashtenne Caledonia Limited) and DAB (UK) Limited dated 21 and 25 November and registered in the Books of Council and Session on 28 November, all days in 2008, as subsequently varied and amended.

6 Lenziemill Road

Missives of Let between Brodies LLP (on behalf of Ashtenne Caledonia Limited) and Ventilation Dismantling Services Limited dated 16 and 21 March and 1 May and registered in the Books of Council and Session on 3 May, all days in 2013, as subsequently varied and amended.

7 Lenziemill Road

Missives of Let between Brodies LLP (on behalf of Ashtenne Caledonia Limited) and Aventco Limited dated 13 and 26 May and 2 June and registered in the Books of Council and Session on 9 June, all days in 2010, as subsequently varied and amended.

7 Tannoch Place

Missives of Let between DLA Piper Scotland LLP (on behalf of Ashtenne Caledonia Limited) and Barry Craig and Debra Craig dated 3 and 16 July and registered in the Books of Council and Session on 19 July, all days in 2018.

8 Lenziemill Road

Missives of Let between Brodies LLP (on behalf of Ashtenne Caledonia Limited) and Morgana Systems Limited dated 14 and 30 January and registered in the Books of Council and Session on 6 February, all days in 2015, as subsequently varied and amended.

8 - 10 Lenziemill Road

Lease between Ashtenne Caledonia Limited and Natures Menu Limited dated 1 and 31 July and registered in the Books of Council and Session on 5 August, all days in 2015.

9-11 Tannoch Place

Missives of Let between Brodies LLP (on behalf of Ashtenne Caledonia Limited) and Barton & Hendry Solicitors Notaries and Estate Agents (on behalf of Tadstar Ltd) dated 7 and 8 March and registered in the Books of Council and Session on 12 April, all days in 2013, as subsequently varied and amended.

# Carron Place, East Kilbride

1 Carron Place

Missives of Let between Brodies LLP (on behalf of Ashtenne Caledonia Limited) and Alan Revill dated 6, 8 and 9 March and registered in the Books of Council and Session on 10 April, all 2008, as subsequently varied and amended

2 Carron Place

Missives of Let between Brodies LLP (on behalf of Ashtenne Caledonia Limited) and Normax Windows Limited dated 31 August and 2 September and registered in the Books of Council and Session on 13 September, all 2010, as subsequently varied and amended

3 Carron Place

Missives of Let between Brodies LLP (on behalf of Ashtenne Caledonia Limited) and Marco Carlo Martinelli dated 13, 16 and 25 June and registered in the Books of Council and Session on 27 June, all 2013, as subsequently varied and amended

Lease between Ashtenne Clyde Limited and S.I.R. Limited dated 8 December 1998 and 11 January 1999 and registered in the Books of Council and Session on 14 May 1999, as subsequently varied and amended

5 Carron Place

Missives of Let between Brodies LLP (on behalf of Ashtenne Caledonia Limited) and Clive White dated 29 January and 2 February and registered in the Books of Council and Session on 13 February, all 2007, as subsequently varied and amended

7 Carron Place

Missives of Let between Brodies LLP (on behalf of Ashtenne Caledonia Limited) and A One Jointing Systems Limited dated 8 and 16 January and registered in the Books of Council and Session on 21 January, all 2009, as subsequently varied and amended

9 Carron Place

Missives of Let between DLA Piper Scotland LLP (on behalf of Ashtenne Caledonia Limited) and SMT (Scotland) Ltd dated 2 and 6 August and registered in the Books of Council and Session on 8 August, all 2019, as subsequently varied and amended

Missives of Let between DLA Piper Scotland LLP (on behalf of Ashtenne Caledonia Limited) and Verona Eco Ltd dated 2 and 4 October and registered in the Books of Council and Session on 11 October, all 2018, as subsequently varied and amended

13 Carron Place

Missives of Let between Brodies LLP (on behalf of Ashtenne Caledonia Limited) and John Patterson dated 2 and 22 January and 1 February and registered in the Books of Council and Session on 12 February, all 2007, as subsequently varied and amended

14 Carron Place

Missives of Let between Brodies LLP (on behalf of Ashtenne Caledonia Limited) and PMID Ltd dated 22 June and 1 July and registered in the Books of Council and Session on 7 September, all 2016, as subsequently varied and amended

15 Carron Place

Missives of Let between DLA Piper Scotland LLP (on behalf of Ashtenne Caledonia Limited) and IME Electrical Contracts Ltd dated 27 June and 8 July and registered in the Books of Council and Session on 17 July, all 2019, as subsequently varied and amended

17 Carron Place

Missives of Let between DLA Piper Scotland LLP (on behalf of Ashtenne Caledonia Limited) and Homecast Ltd dated 13, 14 and 19 March and registered in the Books of Council and Session on 20 March, all 2018, as subsequently varied and amended

18 Carron Place

Missives of Let between Brodies LLP (on behalf of Ashtenne Caledonia Limited) and PTS Electronics Ltd dated 16 and 23 May and registered in the Books of Council and Session on 13 June, all 2014, as subsequently varied and amended

Missives of Let between Brodies LLP (on behalf of Ashtenne Caledonia Limited) and Veito UK Ltd dated 2 and 4 July and registered in the Books of Council and Session on 14 July, all 2014, as subsequently varied and amended

21 Carron Place

Missives of Let between DLA Piper Scotland LLP (on behalf of Ashtenne Caledonia Limited) and R.A. Dalton Limited dated 16 and 19 February and registered in the Books of Council and Session on 21 February, all 2018, as subsequently varied and amended

23 Carron Place

Missives of Let between DLA Piper Scotland LLP (on behalf of Ashtenne Caledonia Limited) and Darren Milne dated 9 and 10 October and registered in the Books of Council and Session on 28 October, all 2019, as subsequently varied and amended

24-26 Carron Place

Missives of Let between Brodies LLP (on behalf of Ashtenne Caledonia Limited) and Jack Hyams dated 31 August and 2 September and registered in the Books of Council and Session on 9 September, all 2015, as subsequently varied and amended

25 Carron Place

Missives of Let between DLA Piper Scotland LLP (on behalf of Ashtenne Caledonia Limited) and Prime Vapour Franchise Limited dated 22 and 26 September and registered in the Books of Council and Session on 6 November, all 2017, as subsequently varied and amended

27 Carron Place

Missives of Let between DLA Piper Scotland LLP (on behalf of Ashtenne Caledonia Limited) and Improveme Ltd dated 14, 16 and 24 March and registered in the Books of Council and Session on 24 April, all 2017, as subsequently varied and amended

28-30 Carron Place

Missives of Let between Brodies LLP (on behalf of Ashtenne Caledonia Limited) and Midland Filtration Limited dated 19 May and 5 June and registered in the Books of Council and Session on 11 June, all 2008, as subsequently varied and amended

29 Carron Place

Missives of Let between DLA Piper Scotland LLP (on behalf of Ashtenne Caledonia Limited) and Steelwood Construction Limited dated 14 and 18 December, both 2016 and registered in the Books of Council and Session on 23 January 2017, as subsequently varied and amended

Lease between Ashtenne Caledonia Limited and Wolseley Centers Limited dated 24 February and 19 March and registered in the Books of Council and Session on 26 April, all 2004, as subsequently varied and amended

45 Carron Place

Missives of Let between Brodies LLP (on behalf of Ashtenne Caledonia Limited) and Your Home Design Limited dated 29 October and 1 November and registered in the Books of Council and Session on 19 November, all 2013, as subsequently varied and amended

47 & 49 Carron Place

Missives of Let between Brodies LLP (on behalf of Ashtenne Caledonia Limited) and John Jackson & Dick (on behalf of Emtech Systems Limited) dated 5 March and registered in the Books of Council and Session on 9 March, both 2007, as subsequently varied and amended

53 Carron Place

Missives of Let between Brodies LLP (on behalf of Ashtenne Caledonia Limited) and Business Textile Services Limited dated 2 and 3 September and registered in the Books of Council and Session on 10 September, all 2015, as subsequently varied and amended

55 Carron Place

Missives of Let between DLA Brodies LLP (on behalf of Ashtenne Caledonia Limited) and Gildeas (on behalf of R.F. Support Limited) dated 24 March and 4 April and registered in the Books of Council and Session on 13 May, all 2003, as subsequently varied and amended

57 Carron Place

Missives of Let between Brodies LLP (on behalf of Ashtenne Caledonia Limited) and Sean McFarlane International Limited (on behalf of CET Safehouse Limited) dated 24 April and registered in the Books of Council and Session on 21 May, both 2008, as subsequently varied and amended

Missives of Let between DLA Piper Scotland LLP (on behalf of Ashtenne Caledonia Limited) and Lastlawn Scotland Ltd dated 7 and 16 June and registered in the Books of Council and Session on 21 June, all 2017, as subsequently varied and amended

63 Carron Place

Missives of Let between DLA Piper Scotland LLP (on behalf of Ashtenne Caledonia Limited) and Fast Forward Freight Limited dated 30 July and 6 August and registered in the Books of Council and Session on 8 August, all 2018, as subsequently varied and amended

Missives of Let between DLA Piper Scotland LLP (on behalf of Ashtenne Caledonia Limited) and JEC Aluminium Ltd dated 20 and 26 March and registered in the Books of Council and Session on 6 June, all 2018, as subsequently varied and amended

67 Carron Place

Missives of Let between DLA Piper Scotland LLP (on behalf of Ashtenne Caledonia Limited) and Fenix Creations Ltd dated 12 and 13 September and registered in the Books of Council and Session on 19 September, all 2019, as subsequently varied and amended

#### 69 Carron Place

[No Lease documentation exhibited]

71 Carron Place

Missives of Let between DLA Piper Scotland LLP (on behalf of Ashtenne Caledonia Limited) and Goldsmith & Hughes (on behalf of Nicola Hamilton) dated 7 November and registered in the Books of Council and Session on 15 December, both 2017, as subsequently varied and amended

Missives of Let between DLA Piper Scotland LLP (on behalf of Ashtenne Caledonia Limited) and Steven Dolan dated 6 and 8 November and registered in the Books of Council and Session on 16 November, all 2017, as subsequently varied and amended

Missives of Let between DLA Piper Scotland LLP (on behalf of Ashtenne Caledonia Limited) and TVR Scotland Ltd dated 29 May and 3 June and registered in the Books of Council and Session on 11 June, all 2019, as subsequently varied and amended

77 Carron Place

Missives of Let between Brodies LLP (on behalf of Ashtenne Caledonia Limited) and MacDonald Air Products Limited dated 26 and 31 May and registered in the Books of Council and Session on 7 June, all 2010, as subsequently varied and amended

79 Carron Place

Missives of Let between DLA Piper Scotland LLP (on behalf of Ashtenne Caledonia Limited) and Firstflow Technical Services Ltd dated 14, 16 and 26 November and 12 December, all 2017 and registered in the Books of Council and Session on 24 January 2018, as subsequently varied and amended

81 Carron Place

Missives of Let between Archibald Campbell & Harley WS (on behalf of Ashtenne Clyde Limited) and Borland Montgomerie Keyden (on behalf of The BSS Group plc) dated 26 and 30 May and registered in the Books of Council and Session on 13 July, all 2000, as subsequently varied and amended

97-99 Carron Place

Lease between Ashtenne Caledonia Limited and SD Manufacturing Limited dated 9 and 27 June and registered in the Books of Council and Session on 9 December, all 2011, as subsequently varied and amended

# Colvilles Place, East Kilbride

# 5 Colvilles Road

Missives of Let between DLA Piper Scotland LLP (on behalf of Ashtenne Caledonia Limited) and Diamond Cut Wheels (Glasgow) Ltd dated 21 and 27 March and 21 April and 12 May and registered in the Books of Council and Session on 22 May, all days in 2017.

#### 7 Colvilles Road

Missives of Let between DLA Piper Scotland LLP (on behalf of Ashtenne Caledonia Limited) and Gordon Havey dated 24 and 26 July and registered in the Books of Council and Session on 1 August, all days in 2018.

# Unit 7 Glenfield Road

Lease between Ashtenne Caledonia Limited and Colas Ltd dated 11 and 18 March and registered in the Books of Council and Session on 4 April, all days in 2016.

#### 9 Colvilles Road

Missives of Let between DLA Piper Scotland LLP (on behalf of Ashtenne Caledonia Limited) and Kelvin Composites Ltd dated 12, 14 and 21 November and registered in the Books of Council and Session on 5 December, all days in 2019.

# 11 & 13 Colvilles Road

Missives of Let between Brodies LLP (on behalf of Ashtenne Caledonia Limited) and Acorn Express Logistics Limited dated 24 and 28 March and 6 April and registered in the Books of Council and Session on 14 April, all days in 2011, as subsequently varied and extended.

# 15 & 17 Colvilles Road

Lease between Ashtenne Caledonia Limited and Surface Technology plc dated 21 August and 12 October and registered in the Books of Council and Session on 31 October all days in 2006 as subsequently varied and amended

# 29 Colvilles Road

Missives of Let between Brodies LLP (on behalf of Ashtenne Caledonia Limited) and Vantech Engineering Services Limited dated 16 July and 2 August and registered in the Books of Council and Session on 3 August, all days in 2007, as subsequently varied and extended.

# 33 Colvilles Road

Missives of Let between Archibald Campbell & Harley WS (on behalf of Ashtenne Caledonia Limited) and John Jackson & Dick solicitors (on behalf of Strathaven Belting Company Limited) dated 1 August and registered in the Books of Council and Session on 13 August, all days in 2002, as subsequently varied and extended.

# 35 Colvilles Road

Missives of Let between Brodies LLP (on behalf of Ashtenne Caledonia Limited) and Star Modular Belting Limited dated 10 and 11 October and registered in the Books of Council and Session on 21 October, all days in 2013, as subsequently varied and extended.

# 37 Colvilles Road

Missives of Let between DLA Piper Scotland LLP (on behalf of Ashtenne Caledonia Limited) and Admiral Cleaning Supplies Limited dated 9 and 15 August and registered in the Books of Council and Session on 21 August, all days in the year 2018.

# 39 Colvilles Road

Missives of Let between DLA Piper Scotland LLP (on behalf of Ashtenne Caledonia Limited) and AM Precision Engineering Ltd dated 6 and 20 April and 1 June and registered in the Books of Council and Session on 17 July, all in the year 2017.

# 41 Colvilles Road

Missives of Lease between DLA Piper Scotland LLP (on behalf of Ashtenne Caledonia Limited) and Quality Rental Ltd dated 8 and 10 November 2016 and registered in the Books of Council and Session on 24 January 2017.

#### 43 Colvilles Road

Missives of Let between DLA Piper Scotland LLP (on behalf of Ashtenne Caledonia Limited) and Alan Wheeler dated 30 and 31 October and 7 November and registered in the Books of Council and Session on 20 November, all days in 2017.

# 49 Colvilles Road

Missives of Let between Brodies LLP (on behalf of Ashtenne Caledonia Limited) and The Stage Group Limited dated 10 and 15 February and registered in the Books of Council and Session on 23 February, all days in 2015, as subsequently varied and extended.

# 51 Colvilles Place

Missives of Let between Brodies LLP (on behalf of Ashtenne Caledonia Limited) and Dance Passion (Scotland) Limited dated 24 August and 4 September and registered in the Books of Council and Session on 11 September, all days in 2012, as subsequently varied and extended.

# 53 Colvilles Place

Missives of Let between Brodies LLP (on behalf of Ashtenne Caledonia Limited) and Kalco Ltd dated 29 January and 6 and 16 February and registered in the Books of Council and Session on 24 February, all days in 2015, as subsequently varied and extended.

#### 55 Colvilles Place

Missives of Let between DLA Piper Scotland LLP (on behalf of Ashtenne Caledonia Limited) and Case Install Ltd dated 13 and 23 December 2016 and 5 January and registered in the Books of Council and Session on 16 January, all days in 2017.

#### 57 Colvilles Place

Missives of Let between Brodies LLP (on behalf of Ashtenne Caledonia Limited) and PR Interiors Scotland Limited dated 10 September and 22 October and registered in the Books of Council and Session on 28 October, all days in 2014, as subsequently varied and extended.

# 59 Colvilles Place

Missives of Let between Brodies LLP (on behalf of Ashtenne Caledonia Limited) and The Home Store @ Premier Interiors Ltd dated 3 November and 1 December and registered in the Books of Council and Session on 13 December, all days in 2011, as subsequently varied and extended.

# 61 Colvilles Place

Missives of Let between DLA Piper Scotland LLP (on behalf of Ashtenne Caledonia Limited) and Safe Build Systems Ltd dated 30 June and 16 and 22 July and registered in the Books of Council and Session on 18 September, all days in 2003, as subsequently varied and extended.

#### Telecoms Site

Lease between Ashtenne Caledonia Limited and Cornerstone Telecommunications Infrastructure Limited dated 16 and 21 June and registered in the Books of Council and Session on 27 June all days in 2016.

# Greenhills/Singer Road Junction

Lease between Ashtenne Investments (Scotland) Limited and BT Celinet Limited dated 3 and 24 November 2000 and registered in the Books of Council and Session on 19 January 2001 as subsequently varied and extended.

# Glenburn Road, East Kilbride

#### Unit 20-22

Lease between Ashtenne Caledonia Limited and Jacdaw Properties Limited dated 4 and 8 April and registered in the Books of Council and Session on 28 April, all days in 2011, as subsequently varied and amended.

# <u>Unit 24</u>

Missives of Let between Brodies LLP (on behalf of Ashtenne Caledonia Limited) and Austin Lafferty Ltd (on behalf of Ford Windows Limited) dated 22 and 23 April and registered in the Books of Council and Session on 29 April, all days in 2013, as subsequently varied and amended.

# Unit 28

Missives of Let between Brodies LLP (on behalf of Ashtenne Caledonia Limited) and Ross & Connel LLP (on behalf of The Furnishing Service Limited) dated 25 June and registered in the Books of Council and Session on 3 July, all days in 2013, as subsequently varied and amended.

# Hawbank Road (Even), East Kilbride

EXAMPLE 2015 IN THE MISSIVES OF Let between Brodies LLP (on behalf of Ashtenne Caledonia Limited) and Adams Furnishings Limited dated 2 and 30 March and registered in the Books of Council and Session on 7 April, all days in 2015, as subsequently varied and amended.

Missives of Let between Brodies LLP (on behalf of Ashtenne Caledonia Limited) and GMB Removals & Storage Limited dated 31 August and 1 September and registered in the Books of Council and Session on 8 September, all days in 2016.

#### 36

Missives of Let between Brodies LLP (on behalf of Ashtenne Caledonia Limited) and West Coast Storage Centre Limited dated 26 and 28 September and 14 October and registered in the Books of Council and Session on 21 October, all days in 2016

# Hawbank Road, (Odd Numbers) East Kilbride

#### Unit 13

Lease between Ashtenne Investments (Scotland) Limited and Wagner (GB) Limited dated 6 July 2000 and 2 January 2001 and registered in the Books of Council and Session on 6 July 2001, as subsequently varied and amended.

#### Unit 15

Missives of Let between DLA Piper Scotland LLP (on behalf of Ashtenne Caledonia Limited) and Heritage Funeral Services Limited dated 3 February and 26 May, all days in 2004, as subsequently varied and amended.

# <u>Unit 17</u>

Missives of Let between Brodies LLP (on behalf of Ashtenne Caledonia Limited) and Miller, Beckett & Jackson Limited (on behalf of MPC Embroidery Limited) dated 3 and 5, 9 February and registered in the Books of Council and Session on 12 February, all days in 2016.

#### Unit 25

Missives of Let between Archibald Campbell & Harley W.S (on behalf of Charnwell Limited) and Kelburn Engineering Limited dated 14 July 1999 and registered in the Books of Council and Session on 3 March 2000, as subsequently varied and amended.

# <u>Unit 27</u>

Missives of Let between Brodies LLP (on behalf of Ashtenne Caledonia Limited) and Bannatyne, Kirkwood, France & Co (on behalf of Revoil Design Ltd) dated 26 and 29 August and 6 September and registered in the Books of Council and Session on 30 September, all days in 2016.

# <u>Unit 29</u>

Missives of Let between DLA Piper Rudnick Gray Cary Scotland LLP (on behalf of Ashtenne Caledonia Limited) and Intaglio Glass & Design Limited dated 18 July and 4, 18 and 31 August and registered in the Books of Council and Session on 1 September, all days in 2006, as subsequently varied and amended.

# **Unit 31**

Missives of Let between Brodies LLP (on behalf of Ashtenne Caledonia Limited) and A1 Electrical Services (EK) Limited dated 4 and 24 October and registered in the Books of Council and Session on 1 November, all days in 2013, as subsequently varied and amended.

# **Unit 33**

Missives of Let between DLA Piper Rudnick Gray Cary Scotland LLP (on behalf of Ashtenne Caledonia Limited) and Intaglio Glass & Design Limited dated 18 July and 4, 18 and 31 August and registered in the Books of Council and Session on 1 September, all days in 2006, as subsequently varied and amended.

# <u>Unit 37</u>

Missives of Lease between DLA Piper Scotland LLP (on behalf of Ashtenne Caledonia Limited) and John Gerard Kelly dated 30 November and 27 December 2016 and 9 January 2017 and registered in the Books of Council and Session on 24 January 2017.

# <u>39</u>

Missives of Let between Brodies LLP (on behalf of Ashtenne Caledonia Limited) and Robert Macdonald dated 3 and 6 January and registered in the Books of Council and Session on 9 January, all days in 2013, as subsequently varied and amended.

#### 41

Missives of Offer to Lease between DLA Piper Scotland LLP (on behalf of Ashtenne Caledonia Limited) and Wilson Trade Services Limited dated 2 and 3 July and registered in the Books of Council and Session on 13 August, all days in 2018.

# <u>43</u>

Missives of Let between between Brodies LLP (on behalf of Ashtenne Caledonia Limited) and FP Racing Ltd dated 4 and 10 December and registered in the Books of Council and Session on 17 December, all days in 2013, as subsequently varied and amended.

# <u>Yard 23</u>

Licence to Occupy between Ashtenne Caledonia Limited and Mr GMB Removals & Storage Limited dated 31 August and 1 September, both days in 2016

# James Watt Place, East Kilbride

# 12 Flakefield

Vacant.

# 11, James Watt Place

Missives of Let between DLA Scotland LLP (on behalf of Ashtenne Caledonia Limited) and Stewart Ventilation Services Limited dated 20 and 27 October and registered in the Books of Council and Session on 17 November, all days in 2004, as subsequently varied and amended.

# 19, James Watt Place

Missives of Let between DLA Scotland LLP (on behalf of Ashtenne Caledonia Limited) and CF Services Limited dated 29 and 30 November 2018 and registered in the Books of Council and Session on 21 January 2019.

#### 42 Milton Road

Missives of Let between Brodies LLP (on behalf of Ashtenne Caledonia Limited) and Ballantyne and Copland solicitors (on behalf of Arbee Plastic Fabrication Limited) dated 28 September and registered in the Books of Council and Session on 4 October, all days in 2010.

# 3/5 James Watt Place

Missives of Let between DLA Piper Rudnick Gray Cary Scotland LLP (on behalf of Ashtenne Caledonia Limited) and Tufnol Composites Limited dated 12 and 25 January and registered in the Books of Council and Session on 7 March, all days in 2005.

# Singer Road, East Kilbride

20 Singer Road

Lease between Ashtenne Caledonia Limited and Aver Generics Limited dated 30 March and 4 April, all days in 2013.

22 Singer Road

Missives of Let between DLA Piper Scotland LLP (on behalf of Ashtenne Caledonia Limited) and Squid Ink Design Ltd dated 3 and 16 April and registered in the Books of Council and Session on 23 April, all days in 2019.

24 Singer Road

Missives of Let between Brodies LLP (on behalf of Ashtenne Caledonia Limited) and Audiowise Ltd dated 4, 8 and 16 August and registered in the Books of Council and Session on 22 August, all days in 2011, as subsequently varied and extended.

30 Singer Road

Missives of Let between DLA Piper Scotland LLP (on behalf of Ashtenne Caledonia Limited) and Remo Jaconelli dated 8 and 19 March and registered in the Books of Council and Session on 29 March, all days in 2019.

32 Singer Road

Missives of Let between DLA Piper Scotland LLP (on behalf of Ashtenne Caledonia Limited) and Affiniti Response Limited dated 7 and 18 March and registered in the Books of Council and Session on 2 April, all days in 2019.

34 Singer Road

Missives of Let between Brodies LLP (on behalf of Ashtenne Caledonia Limited) and Leca Pharma Limited dated 22 and 31 July and 27 August and registered in the Books of Council and Session on 28 August, all days in 2015, as subsequently varied and extended.

36 Singer Road

Missives of Let between Brodies LLP (on behalf of Ashtenne Caledonia Limited) and Target Healthcare Limited dated 13 and 15 August and registered in the Books of Council and Session on 28 August, all days in 2014, as subsequently varied and extended.

40 Singer Road

Missives of Let between DLA Piper Scotland LLP (on behalf of Ashtenne Caledonia Limited) and Loaves and Fishes dated 20 and 21 February and registered in the Books of Council and Session on 25 April, all days in 2019.

# Springburn Place, East Kilbride

# <u>Unit 11</u>

Lease between Ashtenne Caledonia Limited and TMS Motor Spares Ltd. dated 28 September and 5 October and registered in the Books of Council and Session on 17 October, all days in 2016.

# <u>Unit 17</u>

Lease between Ashtenne Caledonia Limited and Valmar Handling Services Limited dated 28 November and 13 December and registered in the Books of Council and Session on 20 December, all days in 2016.

#### Unit 19

Missives of Let between Brodies LLP (on behalf of Ashtenne Caledonia Limited) and Faxco Maintenance Limited dated 1, 3 and 22 June and registered in the Books of Council and Session on 30 June, all days in 2016

#### Unit 21

Missives of Let between DLA Piper Scotland LLP (on behalf of Ashtenne Caledonia Limited) and East Kilbride Used Car Centre Limited dated 27 and 30 January and registered in the Books of Council and Session on 2 February, all days in 2017.

#### Unit 5

Missives of Let between DLA Piper International LLP (on behalf of Ashtenne Caledonia Limited) and Rooflinings & Cladding Limited dated 19 and 21 November and registered in the Books of Council and Session on 28 November, all days in 2018.

#### Unit 7

Missives of Let between Brodies LLP (on behalf of Ashtenne Caledonia Limited) and Adie Hunter solicitors, Notaries and Estate Agents (on behalf of Steering Rack Services Limited) dated 26, 28 and 29 April and registered in the Books of Council and Session on 25 May, all days in 2016.

# Unit 9

Vacant.

# Tennant Avenue, East Kilbride

# <u>Unit 21</u>

Missives of Let between Brodies LLP (on behalf of Ashtenne Caledonia Limited) and Hyndland Motor Company Ltd dated 8 and 13 May and 2 June and registered in the Books of Council and Session on 4 June, all days in 2014, as subsequently varied and extended.

#### Unit 25

Missives of Let between DLA Piper Scotland LLP (on behalf Ashtenne Caledonia Limited) and Andrew Harvie Joinery Limited dated 7 and 11 March and registered in the Books of Council and Session on 3 April, all days in 2017.

# **Unit 27**

Missives of Let between DLA Piper Rudnick Gray Cary Scotland LLP (on behalf Ashtenne Caledonia Limited) and Sean Walls dated 10 and 13 October, all days in 2005, as subsequently varied and extended.

#### <u>Unit 33</u>

Missives of Let between Brodies LLP (on behalf of Ashtenne Caledonia Limited) and W J M Smith Limited dated 18 and 22 February and registered in the Books of Council and Session on 26 February, all days in 2016.

#### Unit 35

Missives of Let between Brodies LLP (on behalf of Ashtenne Caledonia Limited) and Robert Ronald Knox and Allan Knox as partners of and trustees for The firm of Knox Brothers dated 9 and 16 February and registered in the Books of Council and Session on 23 July, all days in 2007, as subsequently varied and extended.

# Unit 39

Missives of Let between Brodies LLP (on behalf of Ashtenne Caledonia Limited) and Robert Ronald Knox and Allan Knox dated 9 and 14 June and 7 July and registered in the Books of Council and Session on 29 July, all days in 2011, as subsequently varied and extended.

# Westgarth Place, College Milton, East Kilbride

Unit 38

Missive of Let between Brodies LLP (on behalf of Ashtenne Caledonia Limited) and Battery Power Systems Limited dated 22 April, 28 April and 19 May and registered in the Books of Council and Session on 21 May all days in 2008 as subsequently varied and amended.

Unit 44 (and Yard X)

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

# Whin Place and Wilson Place, Nerston Industrial Estate, East Kilbride

Units 2&4 Whin Place

Missive of Let between DLA Piper Scotland LLP (on behalf of Ashtenne Caledonia Limited) and BTO Solicitors LLP, (on behalf of Affordable Golf Ltd) dated 5 March and registered in the Books of Council and Session on 24 April, both days in 2018.

Unit 6 Whin Place

Missive of Let between DLA Piper Scotland LLP (on behalf of Ashtenne Caledonia Limited) and Pateron Holms, Solicitors, (on behalf of Birkdale (Scotland) Ltd) dated 14 September 2018 and registered in the Books of Council and Session on 11 February 2019.

Unit 8 Whin Place

Lease between Ashtenne Caledonia Limited and Phoenix Electrical Wholesale Supplies Limited dated 8 and 16 May and registered in the Books of Council and Session on 18 May all days in 2007 as subsequently varied and amended

Unit 12 Whin Place

Missive of Let between DLA Piper Scotland LLP (on behalf of Ashtenne Caledonia Limited) and Sinncott Contracts Ltd dated 25 and 26 July 2019 and registered in the Books of Council and Session on 1 August 2019.

Unit 18 Whin Place

Missive of Let between DLA Piper Scotland LLP (on behalf of Ashtenne Caledonia Limited) and Irepair House Ltd dated 13 and 19 December 2016 and registered in the Books of Council and Session on 16 January 2017.

Unit 22 Whin Place

Missive of Let between Brodies LLP (on behalf of Ashtenne Caledonia Limited) and John Beaton, dated 23 September and 10 October and registered in the Books of Council and Session on 21 October all days in 2016 as subsequently varied and amended

Unit 6 Wilson Place

Missive of Let between DLA Piper Scotland LLP (on behalf of Ashtenne Caledonia Limited) and James McGuire dated 5 February 2018 and registered in the Books of Council and Session on 18 April 2018.

Unit 8-10 Wilson Place

Missive of Let between DLA Piper Scotland LLP (on behalf of Ashtenne Caledonia Limited) and Autotrade Solutions Scotland Ltd dated 1 and 2 February and registered in the Books of Council and Session on 28 February all days in 2018

Unit 18 Wilson Place

Missive of Let between Archibald Campbell & Harley WS (on behalf of Ashtenne Scottish Properties Limited) and Edward Fletcher and Stephen Fletcher as Partners of and Trustees of the Firm of S & S Steel dated 20 November 1998, 6 March and 15 March 1999

Unit 20/22 Wilson Place

Missive of Let between DLA Piper Scotland LLP (on behalf of Ashtenne Caledonia Limited) and Base Fit Ltd dated 19 and 20 March and registered in the Books of Council and Session on 2 April all days in 2019

# London Road Industrial Estate, Glasgow

Block 1, Unit 1

Missives of Let between DLA Piper Scotland LLP (on behalf of Ashtenne Caledonia Limited) and The Halliday Foundation dated 16 and 19 September and registered in the Books of Council and Session on 22 November, all days in 2019.

Block 1, Unit 2

Missives of Let between DLA Piper Scotland LLP (on behalf of Ashtenne Caledonia Limited) and TNC Electrical Services Ltd dated 11 July and registered in the Books of Council and Session on 25 September, all days in 2017.

Block 1, Unit 3-7

Lease between The Cleveland Trust PLC and L & S Litho Printers Limited dated 18 and 25 September and registered in the Books of Council and Session on 15 October, all days in 1998, as subsequently varied and amended.

Block 1, Unit 8, 9 & 10

Lease between Ashtenne Caledonia Limited and J G Martin Plant Hire Limited dated 25 September and 25 October and registered in the Books of Council and Session on 8 November, all days in 2001, as subsequently varied and amended.

# Macadam Place, South Newmoor Industrial Estate, Irvine

Unit 1

Missives of Let between DLA Piper Scotland LLP (on behalf of Ashtenne Caledonia Limited) and Gary Greenwood t/a Greenwood Homes dated 10 and 17 March and registered in the Books of Council and Session on 24 April, all 2017, as subsequently varied and amended

Unit 2/4

Lease between Irvine Development Corporation and Pierceton Engineering Limited dated 23 and 31 August and registered in the Books of Council and Session on 19 September, all 1994 as subsequently varied and amended

Unit 3/5

Missives of Let between DLA Piper Scotland LLP (on behalf of Ashtenne Caledonia Limited) and Jason Hill and Elizabeth Dixon t/a J&L Print Solutions dated 10 and 11 February and registered in the Books of Council and Session on 17 February, all 2014, as subsequently varied and amended

Lease between Ashtenne Investments (Scotland) Limited and C.C.S. Engineering Company Limited dated 12 and 20 May and registered in the Books of Council and Session on 4 June, all 1998, as subsequently varied and amended

Missives of Let by Archibald Campbell & Harley WS (on behalf of Ashtenne Investments (Scotland) Limited) and Ann Mary Pointeer dated 15 December 1998 and 1 February 1999 and registered in the Books of Council and Session on 18 March 1999, as subsequently varied and amended

Licence between Ashtenne Caledonía Limited and Ashe Holdings Distribution Ltd dated 4 and 6 November and 2 December, both 2019 (unregistered), as subsequently varied and amended

Missives of Let between DLA Piper Scotland LLP (on behalf of Ashtenne Caledonia Limited) and Smoother Spirits Limited dated 21 September and 18 October, both 2016 and registered in the Books of Council and Session on 6 February 2017, as subsequently varied and amended

Missives of Let between DLA Piper Scotland LLP (on behalf of Ashtenne Caledonia Limited) and Adam Currie & Co (on behalf of Andrew Wright (PVC) Limited) dated 29 March and 3 and 4 April and registered in the Books of Council and Session on 6 April, all 2018, as subsequently varied and amended

#### **Unit 12** VACANT

**Unit 13** 

Missives of Let between DLA Piper Scotland LLP (on behalf of Ashtenne Caledonia Limited) and Alan Morrison dated 16 September and 9 October and registered in the Books of Council and Session on 15 October, all 2019, as subsequently varied and amended

Unit 14

Licence between Ashtenne Caledonia Limited and Horsebridge Tele.com Ltd (now known as Novo Technologies Ltd) dated 6 and 15 August and 3 December, all 2018 (unregistered), as subsequently varied and amended

Missives of Let between DLA Piper Scotland LLP (on behalf of Ashtenne Caledonia Limited) and Insulated Render Systems (Scotland) Ltd. dated 3 and October and registered in the Books of Council and Session on 14 October, all 2019, as subsequently varied and amended

Missives of Let between DLA Piper Scotland LLP (on behalf of Ashtenne Caledonia Limited) and Adam Currie & Co (on behalf of Andrew Wright (PVC) Limited) dated 25 and 31 March and 23 April and registered in the Books of Council and Session on 2 June, all 2015, as subsequently varied and amended

Missives of Let between DLP Piper Scotland LLP (on behalf of Ashtenne Caledonia Limited) and CS Equipment Limited dated 16 and 17 September and registered in the Books of Council and Session on 17 November, all 2014, as subsequently varied and amended

Missives of Let between DLA Piper Scotland LLP (on behalf of Ashtenne Caledonia Limited) and Sigma Engineering Product Design Ltd dated 20 February and 2 March and registered in the Books of Council and Session on 8 March, all 2018, as subsequently varied and amended

Missives of Let between DLA Piper Scotland LLP (on behalf of Ashtenne Caledonia Limited) and Taylor and Henderson (on behalf of KL Pharmaceutical Limited) dated 28 and 31 May and 1 June and registered in the Books of Council and Session on 25 June, all 2018, as subsequently varied and amended

Unit 29

Licence between Ashtenne Caledonia Limited and Margaret E.G. Jackson dated 31 July and 1 August, both 2019 (unregistered), as subsequently varied and amended

Unit 31

Missives of Let between DLA Piper Scotland LLP (on behalf of Ashtenne Caledonia Limited) and Stephanie Green t/a Empower Studios dated 15 and 21 February and registered in the Books of Council and Session on 14 June, all 2018, as subsequently varied and amended

Licence between Ashtenne Caledonia Limited and Joseph Henry Affleck dated 16 May and 12 and 20 June, all 2019 (unregistered), as subsequently varied and amended

Missives of Let between DLA Piper Scotland LLP (on behalf of Ashtenne Caledonia Limited) and AQCAS Ltd dated 20 and 29 September and registered in the Books of Council and Session on 5 October, all 2016, as subsequently varied and amended

Missives of Let between DLA Piper Scotland LLP (on behalf of Ashtenne Caledonia Limited) and Craig Bilham Executive Travel Limited dated 9 and 16 February and registered in the Books of Council and Session on 26 February, all 2018, as subsequently varied and amended

# Mackintosh Place, South Newmoor Industrial Estate, Irvine

Unit 2

Lease between Ashtenne Caledonia Limited and Alexander Burns dated 1 and 6 April and registered in the Books of Council and Session on 16 April, all 2009 as subsequently varied and amended

#### Unit 4

Vacant

Unit 6, 8 & 10

Lease between Ashtenne Irvine Limited and C.V. Labels Limited dated 4 and 11 March and registered in the Books of Council and Session on 26 June, all 1997, as subsequently varied and amended

<u>Unit 11/13</u>

Missives of Let between DLA Piper Scotland LLP (on behalf of Ashtenne Caledonia Limited) and Basix Gym Limited dated 13 and 22 July and registered in the Books of Council and Session on 17 October, all 2011, as subsequently varied and amended

Unit 12/14

Missives of Let between DLA Piper Scotland LLP (on behalf of Ashtenne Caledonia Limited) and Carruthers Curdie Sturrock & Co. (on behalf of Universal Steels & Aluminium Limited) dated 25 February and registered in the Books of Council and Session on 4 March, both 2019, as subsequently varied and amended

Missives of Let between DLA Piper Scotland LLP (on behalf of Ashtenne Caledonia Limited) and Go Vending (Scotland) Ltd dated 30 August and 22 September, both 2013 and 15 May and registered in the Books of Council and Session on 19 May, both 2014, as subsequently varied and amended

Unit 16

Licence between Ashtenne Caledonia Limited and Ian McKerracher dated 20 August 2018 (unregistered), as subsequently varied and amended

Lease between Ashtenne Irvine Limited and Wolseley Centres Limited dated 27 March and 3 July and registered in the Books of Council and Session on 18 July, all 1996, as subsequently varied and amended

Licence between Ashtenne Caledonia Limited and James Kennedy Burns dated 1, 2 and 30 April, all 2019 (unregistered), as subsequently varied and amended

Unit 19

Lease between Ashtenne Caledonia Limited and Akzo Nobel Decorative Coatings Limited dated 24 June and 5 July and registered in the Books of Council and Session on 21 October, all 2002, as subsequently varied and amended

Unit 20

Licence between Ashtenne Caledonia Limited and Stuart Mathieson dated 31 August 2018 (unregistered), as subsequently varied and amended

Unit 21

Missives of Let between DLA Piper Scotland LLP (on behalf of Ashtenne Caledonia Limited) and Ashgrove Home Improvements Limited dated 22 and 23 March and registered in the Books of Council and Session on 27 March, all 2012, as subsequently varied and amended

<u>Unit 22</u>

Licence between Ashtenne Caledonia Limited and Ian Mason dated 13 November and 2 December, both 2019 (unregistered), as subsequently varied and amended

Unit 23/25

Lease between Ashtenne Caledonia Limited and Akzo Nobel Decorative Coatings Limited dated 2 October and 18 November, both 2013 and registered in the Books of Council and Session on 23 January 2014, as subsequently varied and amended

Unit 24/26

Licence between Ashtenne Caledonia Limited and James Pollock dated 3 and 4 October, both 2016 (unregistered), as subsequently varied and amended

# Satellite Site

Lease between Irvine Development corporation and Vodafone Limited dated 21 December 1994 and 16 January 1995 and registered in the Books of Council and Session on 20 February 1995, as subsequently varied and amended

# Telford Place, South Newmoor Industrial Estate, Irvine

Unit 1

Missives of Let between DLA Piper Scotland LLP (on behalf of Ashtenne Caledonia Limited) and DC North Ltd dated 15 and 23 August and registered in the Books of Council and Session on 4 September, all 2017, as subsequently varied and amended

<u>Unit 1A</u>

Licence between Ashtenne Caledonia Limited and Adnam Akram dated 14 and 15 June, both 2018 (unregistered), as subsequently varied and amended

<u>Unit 3</u>

Lease between Ashtenne Irvine Limited and Edmundson Electricial Limited dated 8 and 29 September and registered in the Books of Council and Session on 19 November, all 1997, as subsequently varied and amended

Unit 5

Missives of Let between DLA Piper Scotland LLP (on behalf of Ashtenne Caledonia Limited) and Engineering Tools & Consumables Limited dated 3 and 5 July and registered in the Books of Council and Session on 12 July, all 2018, as subsequently varied and amended

Սոit 7

Lease between Ashtenne Caledonia Limited and Toolstation Limited dated 9 December 2019 and 14 January 2020 (unregistered), as subsequently varied and amended

Lease between Ashtenne Irvine Limited and Andrew Wright PVC Limited dated 21 June and 5 July and registered in the Books of Council and Session on 2 September, all 1997, as subsequently varied and amended

Lease between Ashtenne Caledonia Limited and Andrew Wright (PVC) Limited dated 28 May and 10 June and registered in the Books of Council and Session on 27 June, all 2002, as subsequently varied and amended

Unit 13/15

Lease between Ashtenne Caledonia Limited and MFI Properties Limited dated 11 and 22 October and registered in the Books of Council and Session on 28 November, all 2002, as subsequently varied and

Assignation between MFI Properties Limited and Howden Joinery Properties Limited incorporating Guarantee by Howden Joinery Limited dated 14 June, 10 July and 8 August and registered in the Books of Council and Session on 11 October all days in 2006

# Whittle Place, South Newmoor Industrial Estate, Irvine

Missive of Let between DLA Piper Scotland LLP (on behalf of Ashtenne Caledonia Limited) and Sandgate Law (on behalf of DPG Packaging Limited) dated 7 August and registered in the Books of Council and Session on 21 August both days in 2017

Unit 2/4

Missive of Let between DLA Piper Scotland LLP (on behalf of Ashtenne Caledonia Limited) and The Great Gifts Company (Kilmarnock) Limited dated 26 and 27 March and registered in the Books of Council and Session on 2 April all days in 2019

Missive of Let between DLA Piper Scotland LLP (on behalf of Ashtenne Caledonia Limited) and Jayline Bearings Limited dated 8 July and registered in the Books of Council and Session on 16 July both days in 2010 as subsequently varied and amended

Lease between Ashtenne Caledonia Limited and William John Millar trading as Candy Co, dated 12 and 25 February and registered in the Books of Council and Session on 4 March all days of 2010 as subsequently varied and amended

Unit6/8

Missive of Let between DLA Piper Scotland LLP (on behalf of Ashtenne Caledonia Limited) and Frazer Coogans (on behalf of Ashley Hogg) dated 26 and 27 June and registered in the Books of Council and Session on 15 July all days in 2019

Unit 7 & 11

Lease between Ashtenne Investments (Scotland) Limited and James Coull trading as James Coull (Engineering) dated 30 March and 4 May both days in 1999 and registered in the Books of Council and Session on 3 February 2000 as subsequently varied and amended

Lease between Ashtenne Caledonia Limited and Blair's Services Limited dated 7 and 20 October and registered in the Books of Council and Session on 23 October all days in 2009 as subsequently varied and amended.

Unit 10

Missive of Let between DLA Piper Scotland LLP (on behalf of Ashtenne Caledonia Limited) and Candycabs Limited dated 27 and 28 February and registered in the Books of Council and Session on 14 March all days in 2019

Unit 12

Missive of Let between DLA Piper Scotland LLP (on behalf of Ashtenne Caledonia Limited) and Neil Barr Decorating Services Limited dated 23 and 24 January 2019 and registered in the Books of Council and Session on 31 January 2019

Unit 13

Missive of Let between DLA Piper Scotland LLP (on behalf of Ashtenne Caledonia Limited) and Scots Bearing Limited dated 6 and 10 August and registered in the Books of Council and Session on 15 August all days in 2018

**Unit 14** 

Missive of Let between DLA Piper Scotland LLP (on behalf of Ashtenne Caledonia Limited) and Hanlon Storage Limited dated 4 and 7 January 2019 and registered in the Books of Council and Session on 28 January 2019

<u>Unit 15</u>

Missive of Let between DLA Piper Scotland LLP (on behalf of Ashtenne Caledonia Limited) and Andrew Mathieson, t/a Andy's Auto Services dated 17 and 22 April and registered in the Books of Council and Session on 29 April all days in 2009 as subsequently varied and amended

Unit 16

Missive of Let between DLA Piper Scotland LLP (on behalf of Ashtenne Caledonia Limited) and Healthworx Hygiene Services Ltd dated 14 and 15 January and registered in the Books of Council and Session on 25 January all days in 2016 as subsequently varied and amended

Unit 17 & 19

Missive of Let between DLA Piper Scotland LLP (on behalf of Ashtenne Caledonia Limited) and Labelling and Packaging Systems Limited dated 13 and 15 July and registered in the Books of Council and Session on 21 July all days in 2015

Missive of Let between DLA Piper Scotland LLP (on behalf of Ashtenne Caledonia Limited) and Simon's Auto Body Limited dated 20 and 28 April and registered in the Books of Council and Session on 8 August all days in 2016

Lease between Ashtenne Caledonia Limited and Packer Signbox Centre Ltd dated 10 September and 7 October and registered in the Books of Council and Session on 7 December 2010

Unit 22

Missive of Let between DLA Piper Scotland LLP (on behalf of Ashtenne Caledonia Limited) and Simon Russell dated 19 February and 2 March and registered in the Books of Council and Session on 14 June all days in 2018

# Unit 23

Vacant

Unit 24

Missive of Let between DLA Piper Scotland LLP (on behalf of Ashtenne Caledonia Limited) and Irvine Motorcycle & Scooter Ltd dated 21 August and 11 September and registered in the Books of Council and Session on 16 September all days in 2014

Unit 25

Lease between Irvine Development Corporation and The Kestrel Press (Irvine) Limited dated 15 and 26 April and registered in the Books of Council and Session on 8 June all days in 1993

Unit 26

Missive of Let between DLA Piper Scotland LLP (on behalf of Ashtenne Caledonia Limited) and Eversheds Sutherland (International) LLP (on behalf of Belron UK Limited) dated 12, 13 and 27 September and registered in the Books of Council and Session on 15 October all days in 2018

Licence to Occupy by Ashtenne Caledonia Limited in favour of David Hislop dated 18 April 2017

Unit 30/32

Missive of Let between DLA Piper Rudnick Gray Cary Scotland LLP(on behalf of Ashtenne Caledonia Limited) and Pierceton Engineering Limited dated 19 September, 10 and 13 October all days in 2005 and registered in the Books of Council and Session on 23 May 2006 as subsequently varied and amended

# Meadowhead Industrial Estate, Irvine

**Unit 1 Dunlop Drive** 

Lease between Ashtenne Investments (Scotland) Limited and CCL (North) Limited dated 17 April and 4 June and registered in the Books of Council and Session on 12 June, all 2001, as subsequently varied and amended

**Electricity Sub-Station** 

Missives of Let by Irvine Development Corporation and South of Scotland Electricity Board dated 9 and 15 September, both 1971 (unregistered), as subsequently varied and amended

# Montgomery Place Workshops, Irvine

Unit 1

Missives of Let between DLA Piper Scotland LLP (on behalf of Ashtenne Caledonia Limited) and Taylor Henderson (on behalf of 3DG3 Limited) dated 20 and 30 August and registered in the Books of Council and Session on 5 September, all 2018, as subsequently varied and amended

Missives of Let between DLA Piper Scotland LLP (on behalf of Ashtenne Caledonia Limited) and Prepco Three Holdings Ltd dated 5 and 8 December and registered in the Books of Council and Session on 20 December, all 2017, as subsequently varied and amended

Unit 3

Missives of Let between DLA Piper Scotland LLP (on behalf of Ashtenne Caledonia Limited) and Eileen McMeekin and Mary Shaw dated 10 and 11 April and registered in the Books of Council and Session on 23 April, all 2019, as subsequently varied and amended

Unit 4

Missives of Let between DLA Scotland LLP (on behalf of Ashtenne Caledonia Limited) and Alan Edward Frew dated 13 and 19 December and registered in the Books of Council and Session on 29 December, all 2004, as subsequently varied and amended

Unit 5

Missives of Let between DLA Piper Scotland LLP (on behalf of Ashtenne Caledonia Limited) and Andrew Holt and Kenneth Holt dated 16 and 18 September and registered in the Books of Council and Session on 9 October, all 2019, as subsequently varied and amended

Missives of Let between DLA Piper Scotland LLP (on behalf of Ashtenne Caledonia Limited) and Elaine Davidson dated 6 and 9 July and registered in the Books of Council and Session on 12 July, all 2018, as subsequently varied and amended

Missives of Let between DLA Piper Scotland LLP (on behalf of Ashtenne Caledonia Limited) and Barry Quinn dated 20 and 24 June and registered in the Books of Council and Session on 1 July, all 2019, as subsequently varied and amended

Missives of Let between DLA Piper Scotland LLP (on behalf of Ashtenne Caledonia Limited) and Neil Chapman dated 11 and 14 August and registered in the Books of Council and Session on 23 October, all 2017, as subsequently varied and amended

Missives of Let between DLA Piper Scotland LLP (on behalf of Ashtenne Caledonia Limited) and Richard Reid dated 6 and 10 September and registered in the Books of Council and Session on 12 September, all 2018, as subsequently varied and amended

Unit 10

Missives of Let between DLA Piper Scotland LLP (on behalf of Ashtenne Caledonia Limited) and Taylor & Henderson (on behalf of Graeme Salter) dated 4 October 2017 and registered in the Books of Council and Session on 14 March 2018, as subsequently varied and amended

# Arkwright Way, North Newmoor Industrial Estate, Irvine

Unit 4 & Yard

Lease between Ashtenne Caledonia Limited and Central Woodchip Company Limited dated 25 July and 4 August and registered in the Books of Council and Session on 20 September all days in 2019 <u>Units 5&6</u>

Missives of Let between DLA Piper Scotland LLP (on behalf of Ashtenne Caledonia Limited) and Ledingham Chalmers LLP (on behalf of DSV Air & Sea Limited) dated 11 and 14 June and registered in the Books of Council and Session on 20 June all days in 2018

Missives of Let between DLA Piper Scotland LLP (on behalf of Ashtenne Caledonia Limited) and Speedfreight (Kilmarnock) Limited dated 21 and 29 September and registered in the Books of Council and Session on 7 October all days in 2016

Missives of Let between DLA Piper Scotland LLP (on behalf of Ashtenne Caledonia Limited) and Carruthers Curdie Sturrock & Co (on behalf of Scrimsig (Mirco-Electronics) Limited) dated 2 and 3 July and registered in the Books of Council and Session on 20 July all days in 2007, as subsequently varied and amended

Unit 9

Missives of Let between DLA Piper Scotland LLP (on behalf of Ashtenne Caledonia Limited) and Christopher Craig and Hayley Craig dated 16 June and 19 July both days in 2016

Unit 11

Lease between Ashtenne Caledonia Limited and The BSS Group plc dated 17 and 28 September 2007 and registered in the Books of Council and Session on 5 March 2008 as subsequently varied and amended

Units 12-16

Lease between Ashtenne Caledonia Limited and Restructa Limited dated 4 May and 26 June and registered in the Books of Council and Session on 25 July all days in the year 2006 as subsequently varied and amended

# Kelvin Avenue, Nethermains Industrial Estate, Kilwinning

Unit 2 Kelvin Avenue

Missives of Let between DLA Piper Scotland LLP (on behalf of Ashtenne Caledonia Limited) and Mahmood Saleem dated 24 and 27 April and registered in the Books of Council and Session on 1 May, all 2005, as subsequently varied and amended

Unit 4 Kelvin Avenue

Missives of Let between DLA Piper Scotland LLP (on behalf of Ashtenne Caledonia Limited) and Denny Enterprises int'l Ltd dated 15 and 18 January and registered in the Books of Council and Session on 21 January, all 2016, as subsequently varied and amended

Unit 6, 8 & 10 Kelvin Avenue

Lease between Ashtenne Caledonia Limited and James Watt College of Further and Higher Education dated 20 and 28 April and registered in the Books of Council and Session on 6 July, all 2006, as subsequently varied and amended

# Simpson Place, Nethermains Industrial Estate, Kilwinning

Unit 2 Simpson Place

Missives of Let between DLA Piper Scotland LLP (on behalf of Ashtenne Caledonia Limited) and Sandra Hyslop t/a JKH Support Services dated 3 and 13 May and registered in the Books of Council and Session on 24 October, all 2011, as subsequently varied and amended

Unit 4 Simpson Place

Missives of Let between DLA Piper Scotland LLP (on behalf of Ashtenne Caledonia Limited) and Lamonts (on behalf of WFF Ayrshire Limited) dated 18, 22, 23 and 24 April and registered in the Books of Council and Session on 29 April, all 2008, as subsequently varied and amended

Unit 6 & 8 Simpson Place

Missives of Let between DLA Piper Scotland LLP (on behalf of Ashtenne Caledonia Limited) and Denny Enterprises Int'l Ltd dated 24 and 27 April and registered in the Books of Council and Session on 1 May, all 2015, as subsequently varied and amended

Unit 10 Simpson Place

Missives of Let between DLA Piper Scotland LLP (on behalf of Ashtenne Caledonia Limited) and Muhammed Umair dated 18 December 2017 and 15 June and 13 July, both 2018 and registered in the Books of Council and Session on 17 July 2018, as subsequently varied and amended

Unit 12, 14 & 16 Simpson Place

Missives of Let between DLA Piper Scotland LLP (on behalf of Ashtenne Caledonia Limited) and William Engineering Limited dated 28 September and 21 and 26 October and registered in the Books of Council and Session on 27 October, all 2010, as subsequently varied and amended

Unit 18 Simpson Place

Missives of Let between DLA Piper Scotland LLP (on behalf of Ashtenne Caledonia Limited) and Elite Teamwear UK Ltd dated 14 and 24 May and registered in the Books of Council and Session on 12 June, all 2018, as subsequently varied and amended

Unit 20 Simpson Place

Lease between Ashtenne Caledonia Limited and Ecosse MOT & Service Centre Ltd dated 10 and 30 March and registered in the Books of Council and Session on 7 April, all 2015, as subsequently varied and amended

# West Byrehill Industrial Estate, Kilwinning

1 Byrehill Place

Lease between Ashtenne Caledonia Limited and Datec Technologies Limited (now Belmont Trading UK Limited) dated 5 and 20 November, both 2003 and registered in the Books of Council and Session on 14 January 2014, as subsequently varied and amended

# Strutherhill Industrial Estate, Larkhall

Missives of Let between DLA Piper Scotland LLP (on behalf of Ashtenne Caledonia Limited) and James Ferguson Rigging Ltd dated 11 and 17 November, both days in 2016 and registered in the Books of Council and Session on 9 January 2017

Lease between Ashtenne Caledonia Limited and Dingbro Limited trading as Autoparts (Hamilton) dated 27 May and 10 June and registered in the Books of Council and Session on 29 July all days in 2011 as subsequently varied and amended

# Scotts Road, Paisley

Units 1/3/5

Lease between Ashtenne Caledonia Limited and Trust Services Limited dated 20 and 30 March and registered in the Books of Council and Session on 7 April all days in 2009 as subsequently varied and amended.

Lease between Ashtenne Caledonia Limited and J P McDougall & Co.Limited dated 11 July and 15 August and registered in the Books of Council and Session on 20 September all days in 2005 as subsequently varied and amended

Unit 13

Missive of Let between DLA Piper Scotland LLP (on behalf of Ashtenne Caledonia Limited) and Glen Logisitics Limited dated 20 and 22 November and registered in the Books of Council and Session on 2 December all days in 2019

<u>Unit 15</u>

Lease between Ashtenne Caledonia Limited and Horncroft Limited dated 21 November and 1 December and registered in the Books of Council and Session on 6 December all days in 2005 as subsequently varied and amended

Unit 17

Missive of Let between DLA Piper Scotland LLP (on behalf of Ashtenne Caledonia Limited) and Patten & Prentice, Solicitors (on behalf of West of Scotland Chauffeur Drive Limited) dated 3 and 4 March and registered in the Books of Council and Session on 16 March all days in 2011

Lease between Ashtenne Caledonia Limited and Eadie & Kanai Company Limited dated 17 and 27 April and registered in the Books of Council and Session on 22 May all days in 2007 as subsequently varied and amended

Missive of Let between DLA Piper Scotland LLP (on behalf of Ashtenne Caledonia Limited) and Bellweather Green, Solicitors (on behalf of Mirren Park Limited) dated 15 April and registered in the Books of Council and Session on 31 May, both days in 2016 as subsequently varied and amended.

**Unit 23** 

Missive of Let between DLA Piper Scotland LLP (on behalf of Ashtenne Caledonia Limited) and X Fit Gym (Scotland) Ltd dated 10, 20 and 23 October and registered in the Books of Council and Session on 26 October all days in 2017

Units 31,43 and 45

Lease between Ashtenne Caledonia Limited and Craigton Packaging Limited dated 21 February and 7 March and registered in the Books of Council and Session on 4 April all days in 2002 as subsequently varied and amended

Units 33 & 35

Missive of Let between Archibald Campbell Harley WS (on behalf of Ashtenne Caledonia Limited) and Bradley Campbell & Co (on behalf of Nu\*Stock Limited) dated 5 November 2002 and registered in the Books of Council and Session on 21 December 2005 as subsequently varied and amended.

Missive of Let between DLA Piper Scotland LLP (on behalf of Ashtenne Caledonia Limited) and McFarlane Young, Solicitors (on behalf of Saltire Door & Joinery Solutions Limited (now known as Traynor Williams Door Solutions Limited)) dated 30 July and registered in the Books of Council and Session on 13 August all days in 2015 as subsequently varied and amended

Unit 39 & 41

Lease between Ashtenne Caledonia Limited and Craigton Packaging Limited dated 21 February and 7 March and registered in the Books of Council and Session on 4 April all days in 2002 as subsequently varied and amended

**Unit 47** 

Missive of Let between DLA Piper Scotland LLP (on behalf of Ashtenne Caledonia Limited) and Craigton Packaging Limited dated 7 and 11 July and registered in the Books of Council and Session on 14 December all days in 2016

# Montgomery Place Workshops, Irvine

<u>Unit 11</u>
<u>Licence between Ashtenne Industrial Fund Limited Partnership and James Campbell 28 January and 23 February, both 2009 (unregistered), as subsequently varied and amended</u>

# PART 3 PROPERTY

# 1 AIRDRIE

- 1.1 ALL and WHOLE those subjects at Stirling Road, Chapethall, Airdrie being the subjects registered in the Land Register of Scotland under Title Number LAN114248
- 1.2 ALL and WHOLE those subjects on the West Side of Burnlebrae Road, Chapelhall, being 6.6 hectares in measurement on the Ordnance Map and being the subjects registered in the Land Register of Scotland under Title Number LAN18776
- 1.3 ALL and WHOLE those subjects at Aberdeen Road, Chapelhall Industrial Estate, Airdrie, Burns Road, Chapelhall Industrial Estate, Airdrie, Burns Lane, Chapelhall Industrial Estate, Airdrie, Hogg Road, Chapelhall Industrial Estate, Airdrie, Moncrieffe Road, Chapelhall Industrial Estate, Airdrie, Roseberry Road, Chapelhall Industrial Estate, Airdrie, Roseberry Lane, Chapelhall Industrial Estate, Airdrie and Stirling Road, Airdrie, being 7.5 hectares in measurement on the Ordnance Map and being the subjects registered in the Land Register of Scotland under Title Number LAN1974
- 1.4 ALL and WHOLE those subjects at Unit 3 Block 4, Chapelhall Industrial Estate, Airdrie being the subjects registered in the Land Register of Scotland under Title Number LAN205960

# 2 CUMBERNAULD

- 2.1 ALL and WHOLE those subjects on the south side of Napier Road, Cumbernauld, Glasgow and on the north west side of Castlecary Road, Cumbernauld, Glasgow, being 3.14 hectares in measurement on the Ordnance Map and being the subjects registered in the Land Register of Scotland under Title Number DMB46643
- 2.2 ALL and WHOLE those subjects forming part of Lenziemill Industrial Estate, Lenziemill Road, Lenziemill, Cumbernauld, being 29.2 hectares in measurement on the Ordnance Map and being the subjects registered in the Land Register of Scotland under Title Number DMB49850
- 2.3 ALL and WHOLE those subjects comprising two areas of land at Wardpark Industrial Estate, Cumbernauld, being 57, 59, 61, 63, 65 and 67 Napier Road, Cumbernauld, Glasgow G68 0EF, 36 Tollpark Road, Cumbernauld, Glasgow G68 0LW, 38 Tollpark Road, Cumbernauld, Glasgow G68 0LP and 40-42, Tollpark Road, Cumbernauld, Glasgow G68 0LW being the subjects registered in the Land Register of Scotland under Title Number DMB52260
- 2.4 ALL and WHOLE those subjects on the north west side of Lenziemill Road, Cumbernauld, Glasgow being 19.18 hectares in measurement on the Ordnance Map and being the subjects registered in the Land Register of Scotland under Title Number DMB62140

ALL and WHOLE those subjects at (i) 1-5, Tannoch Drive, Cumbernauld, Glasgow G67 2SX and 1-7, 9 Tannoch Drive, Cumbernauld, Glasgow G67 2XX and (ii) 42-50, Tannoch Drive, Cumbernauld, Glasgow G67 2XX being the subjects registered in the Land Register of Scotland under Title Number DMB67297

# 3 EAST KILBRIDE

- 3.1 ALL and WHOLE those subjects at 7, 9, 11, 13, 15, 17, 19, 21, 23, 25, 29, 31, 33, 35, 37, 39, 41, 43 and 45 Fairfield Place, East Kilbride, Glasgow G74 5LP, 40, 44, 46, 48, 50, 52, 54, 56A, 56B, 56C, 56D, 56E, 56F, 56G and 56H, Arrotshole Road, East Kilbride, Glasgow G74 5DN, 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18 and Store A, Tennant Complex, Tennant Avenue, East Kilbride, Glasgow G74 5NA, Store B Tennant Complex, 19, 20, 21, 22, 23, 25, 27, 29, 31, 33, 35, 37 and 39 Tennant Avenue, East Kilbride, Glasgow G74 5NA, 49, 51, 53, 55 and 57 Hawbank Road, East Kilbride, Glasgow G74 5EG, 20, 22, 24, 26, 28 and 30 Glenburn Road, East Kilbride, Glasgow G74 5BA and 42 Arrotshole Road, East Kilbride, Glasgow G74 5DP being 11.7 hectares in measurement on the Ordnance Map and being the subjects registered in the Land Register of Scotland under Title Number LAN101909
- 3.2 ALL and WHOLE those subjects at 1, 3, 5, 7, 9, 11, 15, 17, 19 and 21 Springburn Place, East Kilbride, Glasgow G74 5NU, 19a, Hawbank Road, East Kilbride, Glasgow G74 5EG, bus lay-by at Glenburn Road, Glasgow and Yard X, Westgarth Place, East Kilbride, Glasgow being the subjects registered in the Land Register of Scotland under Title Number LAN102283
- 3.3 ALL and WHOLE those subjects at Kelvin Industrial Estate, East Kilbride, Glasgow being 61.8 hectares in measurement on the Ordnance Map and being the subjects registered in the Land Register of Scotland under Title Number LAN105311
- 3.4 ALL and WHOLE those subjects at 2, 4, 6, 8, 9, 10, 11, 12, 14, 16, 18, 20, 22, 24 Albion Way, East Kilbride, Glasgow G75 0YN and 26 Albion Way, East Kilbride, Glasgow G75 0YN, 1-3, 2, 4, 5, 6, 7, 9, 11, 12, 13, 14, 15, 17, 18, 19, 21, 23, 24, 25, 26, 27, 28, 29, 30, 43, 45, 47, 49, 53, 55, 57, 59, 63, 65, 67, 69, 71-73, 75, 77, 79, 81, 85, 91, 95, 97 Carron Place, East Kilbride, Glasgow G75 0YL and 20, 22, 24, 30-32, 34, 36 and 40 Singer Road, East Kilbride, Glasgow G75 0XS being 12.5 hectares in measurement on the Ordnance Map and being the subjects registered in the Land Register of Scotland under Title Number LAN108626
- 3.5 ALL and WHOLE those subjects at 11, 13, 15, 17-19, 25, 27, 29-31, 33, 35, 37, 39, 41 and 43 Hawbank Road, East Kilbride, Glasgow G74 5EG, 24 Hawbank Road, East Kilbride, Glasgow G74 5HA, 26, 28, 30, 32, 34 and 36 Hawbank Road, East Kilbride, Glasgow G74 5EX and Glenview Sub Station, Hawbank Road, East Kilbride, Glasgow, being 2.9 hectares in measurement on the Ordnance Map and being the subjects registered in the Land Register of Scotland under Title Number LAN127502

- 3.6 ALL and WHOLE those subjects comprising 2 to 22 (even numbers), Wilson Place, East Kilbride, Glasgow being the subjects registered in the Land Register of Scotland under Title Number LAN127503
- 3.7 ALL and WHOLE those subjects at 1 Singer Road, East Kilbride, Glasgow G75 0YE being 7.5 hectares in measurement on the Ordnance Map and being the subjects registered in the Land Register of Scotland under Title Number LAN79972
- 3.8 ALL and WHOLE those subjects at Whin Place, East Kilbride, Glasgow G74 3XS being the subjects registered in the Land Register of Scotland under Title Number LAN98120
- 3.9 ALL and WHOLE those subjects on north and south sides of Queensway, College Milton, East Kilbride, being 88.2 hectares in measurement on the Ordnance Map and being the subjects registered in the Land Register of Scotland under Title Number LAN98651

# 4 GLASGOW

4.1 ALL and WHOLE those subjects at 3 to 39 Arrol Place, Glasgow G40 3NY being the subjects registered in the Land Register of Scotland under Title Number GLA73949

# 5 IRVINE

- 5.1 ALL and WHOLE those subjects at Whittle Place, South Newmoor Industrial Estate, Irvine KA11 4HR, South Newmoor Avenue, South Newmoor Industrial Estate, Irvine, Macadam Place, South Newmoor Industrial Estate, Irvine KA11 4HP, Telford Place, South Newmoor Industrial Estate, Irvine KA11 4HW, Mackintosh Place, South Newmoor Industrial Estate, Irvine KA11 4JY and 39 Mackintosh Place, South Newmoor Industrial Estate, Irvine KA11 4JY and 39 Mackintosh Place, South Newmoor Industrial Estate, Irvine KA11 4EN being the subjects registered in the Land Register of Scotland under Title Number AYR7581
- 5.2 ALL and WHOLE those subjects at Meadowhead Industrial Estate, Irvine KA11 5AU being the subjects registered in the Land Register of Scotland under Title Number AYR7583
- ALL and WHOLE those subjects at 1, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16 Arkwright Way, North Newmoor Industrial Estate, Irvine KA11 4JU being 12.9 hectares in measurement on the Ordnance Map and being the subjects registered in the Land Register of Scotland under Title Number AYR7584
- 5.4 ALL and WHOLE those subjects at Montgomery Place Workshops at Montgomery Place, Irvine KA12 8PN being the subjects registered in the Land Register of Scotland under Title Number AYR7585

#### 6 KILWINNING

- 6.1 ALL and WHOLE those subjects at West Byrehill Industrial Estate, Kilwinning KA13 6HL being 15.0 hectares in measurement on the Ordnance Map and being the subjects registered in the Land Register of Scotland under Title Number AYR7586
- ALL and WHOLE those subjects at 1, 2 and 3 Edison Place, Nethermains Industrial Estate, Kilwinning KA13 6PX, 1, 2, 4, 6, 8, 10, 12, 13, 15, 17, 19, 21, 23, 25, 27, 29, 31, 33, 35, 37 and 39 Kelvin Avenue, Nethermains Industrial Estate, Kilwinning KA13 6PS and 2, 4, 6, 8, 10, 12, 14, 16, 18, 20 and 22 Simpson Place, Nethermains Industrial Estate, Kilwinning KA13 6PT being 22.7 hectares in measurement on the Ordnance Map and being the subjects registered in the Land Register of Scotland under Title Number AYR7588

# 7 LARKHALL

7.1 ALL and WHOLE those subjects on the north east side of Baird Avenue, Larkhall being the subjects registered in the Land Register of Scotland under Title Number LAN71062

# 8 PAISLEY

- 8.1 ALL and WHOLE those subjects at 1-3, Scotts Road, Paisley PA2 7AN being the subjects registered in the Land Register of Scotland under Title Number REN103746
- ALL and WHOLE those subjects at 9, 11, 13, 15, 17, 19, 21-23 and 43-45, Scotts Road, Paisley PA2 7AN being the subjects registered in the Land Register of Scotland under Title Number REN103748
- 8.3 ALL and WHOLE those subjects at 47 Scotts Road, Paisley PA2 7AN being the subjects registered in the Land Register of Scotland under Title Number REN103751
- ALL and WHOLE those subjects at 1, 3 and Scotts Road, Paisley PA2 7AN being the subjects registered in the Land Register of Scotland under Title Number REN3237
- 8.5 ALL and WHOLE those subjects at 31-41, Scotts Road, Paisley PA2 7AN being the subjects registered in the Land Register of Scotland under Title Number REN32983

For and on behalf of ASHTENNE CALEDONIA
LIMITED
acting by

signature of director/sacretary/authorised signatory/attornety

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

signature of director/secretary/authorised signatory/attorney

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- 8.5 ALL and WHOLE those subjects at 31-41, Scotts Road, Paisley PA2 7AN being the subjects registered in the Land Register of Scotland under Title Number REN32983

For and on behalf of ASHTENNE CALEDONIA LIMITED acting by

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

signature of director/secretary/authorised signatory/attorney signature of director/secretary/authorisedsignatory/attorney/

Lisa Williams Managing Director