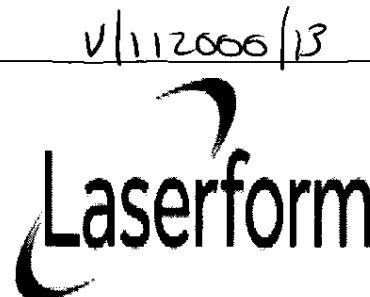


MR01

Particulars of a charge



A fee is payable with this form.
Please see 'How to pay' on the
last page.

You can use the WebFiling service to file this form online.
Please go to www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument.

☐ **What this form is NOT for**
You may not use this form to
register a charge where the
instrument. Use form MR

FRIDAY



SCT 16/10/2015 #389
COMPANIES HOUSE

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery.

You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record. **Do not send the original.**

1 Company details

Company number S C 4 0 7 0 7 2

Company name in full Prime Four Limited

For official use

→ **Filling in this form**
Please complete in typescript or in
bold black capitals.

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date d1 d4 m1 m0 y2 y0 y1 y5

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge.

Name Barclays Bank PLC as Security Agent

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below.

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge.

MR01

Particulars of a charge

4

Brief description

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.

ALL and WHOLE the area of ground extending to 4.05 acres, which area forms part and portion of the subjects registered in the Land Register of Scotland under Title Number ABN115374

Please submit only a short description if there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument".

Please limit the description to the available space.

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.

☐ Yes

☒ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box.

☐ Yes Continue

☒ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box.

☒ Yes

☐ No

8

Trustee statement ①

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge.

☐

① This statement may be filed after the registration of the charge (use form MR06).

9

Signature

Signature

Please sign the form here.

Signature

For and on behalf of CMS Cameron McKenna LLP

This form must be signed by a person with an interest in the charge.

MR01

Particulars of a charge



Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name 022059.00075

Company name CMS Cameron McKenna LLP

Address Saltire Court

20 Castle Terrace

Edinburgh

Post town

County/Region

Postcode E H 1 2 E N

Country

DX DX553001

Telephone 0131 200 7301



Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☒ The company name and number match the information held on the public Register.
- ☒ You have included a certified copy of the instrument with this form.
- ☒ You have entered the date on which the charge was created.
- ☒ You have shown the names of persons entitled to the charge.
- ☒ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
- ☒ You have given a description in Section 4, if appropriate.
- ☒ You have signed the form.
- ☒ You have enclosed the correct fee.
- ☒ Please do not send the original instrument; it must be a certified copy.



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House.'



Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:

For companies registered in England and Wales:

The Registrar of Companies, Companies House, Crown Way, Cardiff, Wales, CF14 3UZ. DX 33050 Cardiff.

For companies registered in Scotland:

The Registrar of Companies, Companies House, Fourth floor, Edinburgh Quay 2, 139 Fountainbridge, Edinburgh, Scotland, EH3 9FF. DX ED235 Edinburgh 1 or LP - 4 Edinburgh 2 (Legal Post).

For companies registered in Northern Ireland:

The Registrar of Companies, Companies House, Second Floor, The Linenhall, 32-38 Linenhall Street, Belfast, Northern Ireland, BT2 8BG. DX 481 N.R. Belfast 1.



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 407072

Charge code: SC40 7072 0002

The Registrar of Companies for Scotland hereby certifies that a charge dated 14th October 2015 and created by PRIME FOUR LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 16th October 2015.

Given at Companies House, Edinburgh on 26th October 2015



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

CERTIFIED AS A TRUE AND
COMPLETE COPY OF THE
ORIGINAL SAVE FOR
REDACTIONS UNDER
S.859G COMPANIES ACT 2006

Date: 15/10/2015
CMS Cameron McKenna LLP,
Saltire Court, 20 Castle Terrace,
Edinburgh EH1 2EN

C/M/S/

Law. Tax

STANDARD SECURITY

by

(1) PRIME FOUR LIMITED

in favour of

(2) BARCLAYS BANK PLC AS SECURITY AGENT

CMS Cameron McKenna LLP
Saltire Court
20 Castle Terrace
Edinburgh
EH1 2EN
T +44 131 228 8000
F +44 131 228 8888

Ref: LAKI/DACM/0Z2059.00075

1991

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THIS STANDARD SECURITY is granted

By:

- (1) **Prime Four Limited**, a limited company incorporated under the Companies Acts in Scotland (registered number SC407072) whose registered office is at The Coach House, 12 Rubislaw Terrace Lane, Aberdeen AB10 1XF (the **Chargor**);

In favour of:

- (2) **Barclays Bank PLC**, incorporated under the Companies Acts in England and Wales (registered number 01026167), acting through its office at 2nd Floor, Quay 2, 139 Fountainbridge, Edinburgh, EH3 9QG for itself and in its capacity as security agent and trustee for the Secured Parties (the **Security Agent**).

IT IS AGREED:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Unless a contrary indication appears or unless the context otherwise requires (a) words or expressions defined in the Facility Agreement shall have the same meaning in this Standard Security; (b) words and expressions which are defined in the 1970 Act or in the Standard Conditions (as in each case amended by the Facility Agreement) shall be deemed to be so defined for the purpose of this Standard Security, and each and every provision of this Standard Security shall be separately given the fullest effect permitted by law;

In addition, the following words and expressions shall have the following meanings:

1970 Act means The Conveyancing and Feudal Reform (Scotland) Act 1970 as amended;

Delegate means any delegate, agent, attorney or co-trustee appointed by the Security Agent;

Finance Documents has the meaning given to that term in the Facility Agreement;

Finance Parties has the meaning given to that term in the Facility Agreement;

Facility Agreement means the facility agreement dated 14 May 2015 (and as amended and restated on or around the date hereof) made between, among others, (1) Drum Kingswells 8 Limited as Borrower, (2) Barclays Bank plc as Arranger, (3) the financial institutions listed in Schedule 1 (*Original Lenders*) thereof as Original Lenders, (4) Barclays Bank plc as Facility Agent and as Security Agent, in terms of which the Finance Parties have agreed to make available to the Borrower a development facility for the purposes set out therein;

Party means a party to this Standard Security;

Receiver means any one or more receivers and/or managers appointed by the Security Agent pursuant to the Finance Documents in respect of the Chargor or over all or any of the assets charged to the Security Agent;

Secured Obligations means, in respect of each Obligor, all of its present and future obligations and liabilities to the Security Agent and each Secured Party under this Standard Security, the Facility Agreement and each other Finance Document, whether express or implied, actual, contingent, sole, joint and/or several or otherwise together with interest (as well after as before judgment) to date of payment at such rates and upon such terms as may from time to time be agreed, including without limitation, all obligations to indemnify the Security Agent and each Secured Party and including, for the avoidance of doubt, any liability arising from any and all amendments, supplements or restatements of any Finance Document from time to time including (without limitation) any and all increases in or amendments to the Facility from time to time and/or or any increases from time to time in or amendments to any liabilities in respect of any further advances provided in respect of any other Finance Document and any and all additional Facilities created under the Finance Documents or any one of them;

Secured Parties means (i) each Finance Party from time to time party to the Facility Agreement, and (ii) any Receiver or Delegate;

Security means any mortgage, charge (whether fixed or floating), standard security, pledge, lien, hypothecation, assignment by way of security, assignation in security or other security interest of any kind;

Security Period means the period beginning on the date hereof and ending on the date upon which all the Secured Obligations (actual or contingent) which have arisen or which may arise have been irrevocably paid and discharged;

Security Subjects means ALL and WHOLE the area of ground extending to 4.05 acres or thereby shown delineated in red on the plan annexed and executed as relative hereto, which area forms part and portion of the subjects registered in the Land Register of Scotland under Title Number ABN115374;

Standard Conditions means the Standard Conditions specified in Schedule 3 to the 1970 Act and **Standard Condition** means such of them as the context shall require or permit;

Standard Security means this standard security, as from time to time amended, restated, restated, supplemented, novated, varied and or replaced and any document made pursuant or supplemental hereto;

1.2 Successors and assignees

References to any person include, where the context admits, that person's successors in title, permitted assignees and permitted transferees, and, in the case of the Security Agent or any Secured Party, its respective transferees and assignees, whether immediate or derivative.

1.3 Headings

Clause headings and the Index page are inserted for convenience of reference only and shall be ignored in the interpretation of this Standard Security.

1.4 Construction

In this Standard Security, unless the context otherwise requires:

1.4.1 references to Clauses or Schedules are to be construed as references to the clauses of or a schedule to this Standard Security and references to this Standard Security include any schedules;

1.4.2 references to (or to any specified provision of) this Standard Security or any other document shall be construed as references to this Standard Security, that provision or that document as in force for the time being and as amended, restated, supplemented, replaced or novated from time to time no matter how fundamental in nature any such amendment, restatement or supplement may be and including, for the avoidance of doubt and without limitation, any amendment, restatement or supplement that creates an additional facility or increases the amount of or amends the purpose of any facility made available by the Security Agent or any Secured Party to the Chargor or that extends the date for repayment of any such facility or that increases the interest or fees payable on or in respect of any such facility;

1.4.3 words importing the plural shall include the singular and vice versa;

1.4.4 references to a **time of day** are to London time;

1.4.5 references to **assets** include all or part of any business, undertaking, real property, personal property, uncalled capital and any rights (present or future) of every description;

1.4.6 an Event of Default which is continuing means that it has not been remedied or waived;

- 1.4.7 references to a **disposal** includes any sale, lease, sub-lease, assignment or transfer, the grant of an option or similar right, the grant of any servitude, easement, right or privilege, the creation of a trust or other equitable or beneficial interest or any other proprietary right in favour of a third party, a sharing or parting with possession or occupation whether by way of licence or otherwise and the granting of access to any other person over any intellectual property, and **dispose** and **disposition** shall be construed accordingly;
- 1.4.8 references to a **person** shall be construed as including references to an individual, firm, company, corporation, unincorporated body of persons or any state or agency, organisation or other entity whether or not having separate legal personality;
- 1.4.9 references to a **regulation** include any present or future regulation, rule, directive, requirement, request or guideline (whether or not having the force of law) of any agency, authority, central bank or government department or any self-regulatory or other national or supra-national authority;
- 1.4.10 references to **set-off** include rights of retention, claims of compensation and rights to balance accounts on insolvency;
- 1.4.11 references to a **fixed security** shall be construed as a reference to a fixed security as defined by Section 486 of the Companies Act 1985 as in force at the date hereof; and
- 1.4.12 references to any enactment shall be deemed to include references to such enactment as re-enacted, amended or extended and includes any subordinate legislation.

1.5 Facility Agreement

This Standard Security is subject to the terms of the Facility Agreement (including without limitation any conflict between any defined term in this Standard Security and any defined term in the Facility Agreement) and in the event of any conflict or inconsistency between any provision of this Standard Security and the Facility Agreement, or if any provision in this Standard Security is more onerous than the equivalent provision applicable to the Chargor in the Facility Agreement, then whilst the Facility Agreement is in place, the Facility Agreement will prevail.

2. PERSONAL BOND

The Chargor hereby undertakes with the Security Agent that it will pay or discharge the Secured Obligations on the respective due dates therefor and in the manner provided for in the Finance Documents, or in the absence of any such express terms and when due and payable, on the Security Agent's written demand.

3. **GRANT OF STANDARD SECURITY**

In security of the payment and discharge of all the Secured Obligations in the manner provided the Chargor HEREBY GRANTS a standard security in favour of the Security Agent over the Security Subjects; And the Standard Conditions and any lawful variation thereof operative for the time being shall apply.

4. **VARIATION TO STANDARD CONDITIONS**

The Chargor agrees that the Standard Conditions shall be varied in so far as lawful and applicable by the Finance Documents, under declaration that in the event of there being any inconsistency between the provisions of any Finance Document and the Standard Conditions (as amended by this Standard Security) then the provisions of the relevant Finance Document shall in so far as permitted by the 1970 Act prevail. The Chargor further agrees that the Standard Conditions shall be varied to the following extent:-

- 4.1 the Security Agent may, at any time after it shall have become entitled to enter into possession of the Security Subjects following from any calling up notice or notice of default procedures set out in the 1970 Act, serve notice upon the Chargor requiring it to vacate the Security Subjects within a reasonable period and the Chargor shall upon the expiry of the said period vacate the Security Subjects so far as occupied by it or others for whom it is responsible, and the Chargor agrees that a warrant of summary ejection may competently proceed against it in the Sheriff Court of the District in which the Security Subjects is situated at the instance of the Security Agent;
- 4.2 for the purposes of Standard Condition 9, the debtor shall be held to be in default if and for so long as an Event of Default occurs which is continuing;
- 4.3 in the event of the Security Agent exercising any of the remedies competent to it in terms of Standard Condition 10 and of the Chargor failing to remove from the Security Subjects any furniture, furnishings, equipment, utensils, motor vehicles, farm implements, live or dead stock, or other moveable effects, whether of a personal, domestic, or business nature, after being called upon by the Security Agent by notice in writing to remove the same within such reasonable period as may be specified in the said notice, the Security Agent shall be entitled and is hereby irrevocably authorised as agents of the Chargor to remove, sell, store or otherwise deal with or dispose of such furniture, furnishings, equipment, utensils, motor vehicles, farm implements, live or dead stock, or other moveable effects in such manner and upon such terms as the Security Agent may in its sole discretion think fit, subject only to an obligation to account to the Chargor for any price received by the Security Agent for any of the same after applying same towards satisfaction of the Secured Obligations. The Security Agent shall not be liable for any loss or damage occasioned to the Chargor by the exercise of the authority hereby conferred on the Security Agent and the Chargor shall be bound to

indemnify the Security Agent against all expenses incurred by it in connection with or incidental to the removal, sale, storage or other dealing with or disposal of any such furniture, furnishings, equipment, utensils, motor vehicles, farm implements, live or dead stock, or other moveable effects and against all claims by or liability to any third party asserting ownership of any item thereof.

5. . INCORPORATION OF FINANCE DOCUMENTS

In so far as applicable and permitted by law, the whole terms, undertakings, obligations, powers, rights and provisions of and contained in the Finance Documents are held to be incorporated in and shall be deemed to form part of this Standard Security and repeated mutatis mutandis but so that each reference therein to the Property shall be read as a reference to the Security Subjects and shall be in addition to the obligations of the Chargor specified herein.

6. POWER OF ATTORNEY

6.1 Power of Attorney

The Chargor by way of security hereby irrevocably appoints the Security Agent to be its mandatory and attorney in its name and on its behalf:

- 6.1.1 to execute and complete any documents or instruments which the Security Agent may require for perfecting the title of the Security Agent to the Security Subjects or for vesting the same in the Security Agent, its nominees or any purchaser;
- 6.1.2 to sign, execute, seal and deliver and otherwise perfect any further security document referred to in Clause 8 (*Further Assurance*); and
- 6.1.3 otherwise generally to sign, seal, execute and deliver all deeds, assurances, agreements and documents and to do all acts and things which may be required for the full exercise of all or any of the powers conferred on the Security Agent under this Standard Security or which may be deemed expedient by the Security Agent in connection with any disposition, realisation or getting in by the Security Agent of the Security Subjects or any part thereof or in connection with any other exercise of any power under this Standard Security.

6.2 Ratification

The Chargor hereby ratifies and confirms and agrees to ratify and confirm whatever any such attorney shall reasonably and legally do in the exercise or purported exercise of all or any of the powers, authorities and discretions referred to in this Clause 6.

6.3 Exercise of Power of Attorney

The power of attorney granted under this Clause 6 will take effect immediately, however the Security Agent undertakes that it will only exercise the power of attorney following an Event of Default which is continuing or following the failure by the Chargor to comply timeously with a request from the Security Agent to take any action and sign or execute any further documents which the Chargor is required to take, sign or execute in accordance with this Standard Security.

7. CONTINUING SECURITY

7.1 This Standard Security and the obligations of the Chargor under this Standard Security shall

7.1.1 secure the ultimate balance from time to time owing to the Security Agent and each Secured Party in respect of the Secured Obligations and shall be a continuing security notwithstanding any intermediate payment, partial settlement or other matter whatsoever; and

7.1.2 not in any way be prejudiced or affected by any amendment or supplement to, or novation of, any of the Finance Documents.

8. FURTHER ASSURANCE

8.1 Further assurance

The Chargor shall, if and when at any time required by the Security Agent or any Secured Party, execute such further Securities and assurances in favour or for the benefit of the Security Agent or such Secured Party and do all such acts and things as the Security Agent or any Secured Party shall from time to time reasonably require over or in relation to all or any of the Security Subjects to secure the Secured Obligations or to perfect or protect the Security Agent's and each Secured Party's security over the Security Subjects or any part thereof or to facilitate the realisation of the same.

8.2 Certain documentary requirements

Such further Securities transfers, assignments and other deeds and documents shall be prepared by or on behalf of the Security Agent and each Secured Party at the expense of the Chargor and shall contain such clauses for the benefit of the Security Agent as the Security Agent may reasonably require.

9. FORBEARANCE, SEVERABILITY, VARIATIONS AND CONSENTS

9.1 Delay etc

All rights, powers and privileges under this Standard Security shall continue in full force and effect, regardless of any Secured Party exercising, delaying in exercising or omitting to exercise any of them.

9.2 Severability

No provision of this Standard Security shall be avoided or invalidated by reason only of one or more other provisions being invalid or unenforceable.

9.3 Illegality, invalidity, unenforceability

Any provision of this Standard Security which is or becomes illegal, invalid or unenforceable shall be ineffective only to the extent of such illegality, invalidity and unenforceability, without invalidating the remaining provisions of this Standard Security.

9.4 Variations

No variation of this Standard Security shall be valid and constitute part of this Standard Security, unless such variation shall have been made in writing and signed by the Security Agent (on behalf of the Secured Parties) and the Chargor.

9.5 Consents

Save as otherwise expressly specified in this Standard Security, any consent of the Security Agent may be given absolutely or on any terms and subject to any conditions as the Security Agent may determine in its entire discretion.

10. SUBSEQUENT SECURITIES

If the Security Agent or any Secured Party receives notice of any subsequent Security affecting the Security Subjects or any part thereof, the Security Agent may open a new account for the Chargor. If it does not do so then, unless the Security Agent gives express written notice to the contrary to the Chargor, it shall nevertheless be treated as if it had opened a new account at the time when it received such notice and as from that time all payments made by or on behalf of the Chargor to the Security Agent shall be credited or be treated as having been credited to the new account and shall not operate to reduce the amount due from the Chargor to the Security Agent at the time when it received such notice.

11. CERTIFICATE

Any statement of account of the Chargor, signed as correct by an officer of the Security Agent showing the amount of the Secured Obligations shall, in the absence of manifest error, fraud or wilful misconduct, be binding and conclusive on and against the Chargor.

12. FINANCE DOCUMENT

This Standard Security is a Finance Document.

13. ASSIGNATION

The Security Agent and each Secured Party may at any time (and without notice or consent) assign, charge or transfer the benefit of this Standard Security either in whole or in part (or all or any of its rights under this Standard Security) in accordance with the terms of the Facility Agreement.

14. RELEASE OF SECURITY

At the end of the Security Period or in accordance with the provisions of Clause 13.6 of the Facility Agreement, the Security Agent shall at the request and cost of the Chargor, irrevocably and unconditionally release the Security constituted by this Standard Security and the Chargor from the terms and conditions of this Standard Security in whole or in part (as relevant).

15. GOVERNING LAW

This Standard Security shall be governed by and construed in accordance with Scots law, and all claims and disputes between the Parties or any of them arising out of or in connection with this Standard Security (whether or not contractual in nature) shall be determined in accordance with Scots law.

16. JURISDICTION

16.1 The Court of Session has exclusive jurisdiction to settle any claim or dispute arising out of or in connection with this Standard Security (whether or not contractual in nature and including a dispute relating to the existence, validity or termination of this Standard Security) (a **Dispute**).

16.2 The Parties agree that the Court of Session is the most appropriate and convenient court to settle Disputes and accordingly no Party will argue to the contrary.

16.3 If the Chargor argues that a court other than the Court of Session has jurisdiction to determine any Dispute arising out of or in connection with this Standard Security, that issue shall be determined in accordance with Scots law, and any right that the Chargor might otherwise have to rely upon the law of the forum or any other law is hereby irrevocably and unconditionally waived.

16.4 This Clause 16 (*Jurisdiction*) is for the benefit of the Security Agent and the Secured Parties. As a result and notwithstanding the terms of Clause 16.3 as they relate to the Chargor, the Security Agent or any Secured Party shall not be prevented from taking proceedings relating

to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Security Agent or any Secured Party may take concurrent proceedings in any number of jurisdictions.

17. **WARRANTICE**

The Chargor grants warrantice.

18. **CONSENT TO REGISTRATION**

The Chargor consents to the registration of this Standard Security for preservation: IN WITNESS WHEREOF these presents consisting of this and the preceding 9 pages together with the plan annexed hereto are subscribed as follows:-

The Chargor

SUBSCRIBED for and on behalf of PRIME FOUR LIMITED acting by:

[Redacted Signature]

....., Director
(Signature)

STUART OAG

.....
(Print Name)

in the presence of:

[Redacted Signature]

Witness Signature

IAIN WALKER

..... Witness Full Name

40 BRONIES LLP

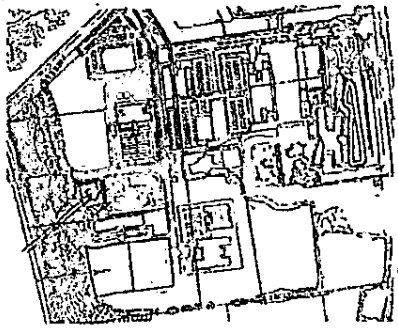
..... Witness Address

31-33 UNION GROVE, ABERDEEN

all together at ABERDEEN

on the 8 day of OCTOBER 2015

THIS IS THE PLAN REFERRED TO IN THE FOREGOING
 STANDARD SECURITY BY PRIME FOUR LIMITED
 IN FAVOUR OF BARCLAYS BANK PLC
 AS SECURITY AGENT



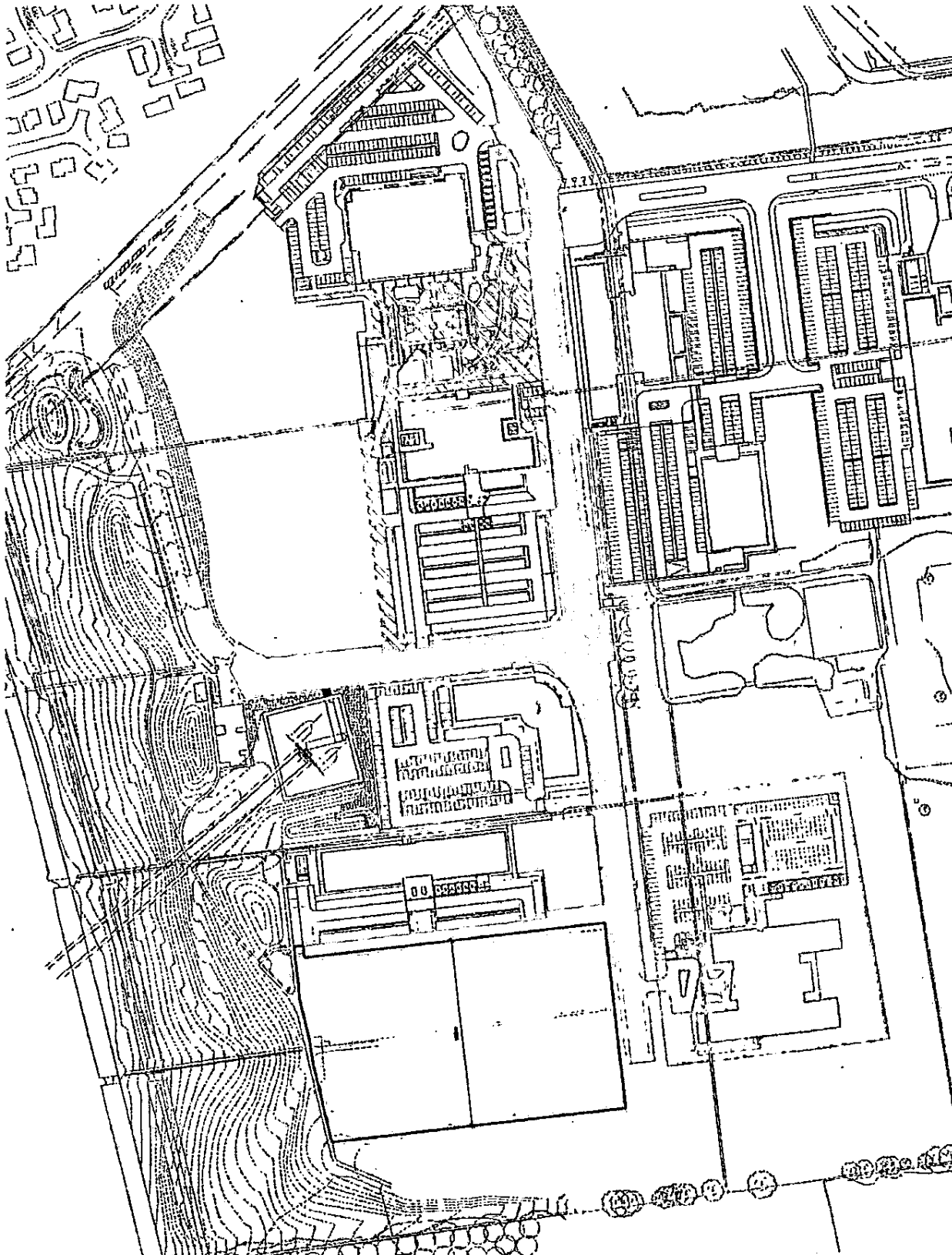
Location Plan - Key



PFL

OUTLINE OF 4.5 ACRE AREA

Prime Four Business Park
 KIRKMAN, ABERDEEN
 4.5 ACRE SITE PLAN
 Scale: 1:1000 @ A1
 Date: 04/10/2004 2013
 Drawn by: ASB/12/04



0 10 20 30 40 50 60 70 80 90 100