



Registration of a Charge

Company Name: **AR TRIANGLE PROPERTY GP LIMITED**

Company Number: **SC638587**



Received for filing in Electronic Format on the: **29/04/2021**

XA3H5W2W

Details of Charge

Date of creation: **22/04/2021**

Charge code: **SC63 8587 0004**

Persons entitled: **TRIMONT REAL ESTATE ADVISORS, U.K., LTD. (AS 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: 638587

Charge code: SC63 8587 0004

The Registrar of Companies for Scotland hereby certifies that a charge dated 22nd April 2021 and created by AR TRIANGLE PROPERTY GP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 29th April 2021 .

Given at Companies House, Edinburgh on 29th April 2021

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



Companies House



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

EXECUTION VERSION



Brodies LLP
Solicitors

Date: 27 April 2021
Ref: OAK2077.1

ASSIGNATION IN SECURITY

among

AR TRIANGLE PROPERTY GP LIMITED

as Assignor

and

AR TRIANGLE PROPERTY GP LIMITED

as General Partner

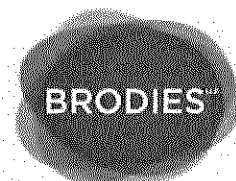
and

TRIMONT REAL ESTATE ADVISORS, U.K., LTD.

as Security Agent

**ASSIGNATION OF PARTNERSHIP RIGHTS
(GENERAL PARTNER)**

Brodies LLP
15 Atholl Crescent
Edinburgh EH3 8HA
T: 0131 228 3777
F: 0131 228 3878
DX ED10
Ref: MXM.KLRF.OAK2077.1
2021



ENLIGHTENED THINKING

For the purposes of the Legal Writings (Counterparts and Delivery) (Scotland) Act 2015, this Assignment is delivered on 22 APRIL 2021

ASSIGNATION IN SECURITY AMONG

1. **AR TRIANGLE PROPERTY GP LIMITED**, a company incorporated in Scotland with registered number SC638587 and having its registered office at Citypoint, 65 Haymarket Terrace, Edinburgh EH12 5HD (the "**Assignor**");
2. **AR TRIANGLE PROPERTY GP LIMITED**, a company incorporated in Scotland with registered number SC638587 and having its registered office at Citypoint, 65 Haymarket Terrace, Edinburgh EH12 5HD (the "**General Partner**"); and
3. **TRIMONT REAL ESTATE ADVISORS, U.K., LTD.**, a company incorporated in England with registered number 08687097 and having its registered office at 300 Pavilion Drive, Northampton, England NN4 7YE as security trustee for the Secured Parties (as defined in the Facility Agreement, defined below) (the "**Security Agent**").

CONSIDERING THAT:

- A. The Assignor enters into this Assignment in connection with the Facility Agreement (as defined below).
- B. The Assignor has agreed to grant to the Security Agent this Assignment in respect of its interest in the Partnership pursuant to the Limited Partnership Agreement (each as defined below).
- C. The General Partner is a party to this Assignment to provide its consent to the Assignment, to the extent required.

ACCORDINGLY IT IS AGREED AS FOLLOWS:

1 Undertaking to Pay

The Assignor undertakes to the Security Agent that it shall pay or discharge the Secured Liabilities in the manner provided for in the Finance Documents.

2 Assignment

The Assignor as continuing security for the payment and discharge of all the Secured Liabilities hereby assigns absolutely by way of security to and in favour of the Security Agent its whole right, title, interest and benefit in and to the present and future Assigned Rights.

3 Perfection

- 3.1 The Assignor shall on the date of delivery of this Assignment sign and deliver to the Security Agent an intimation of the terms of this Assignment addressed to the Partnership, the General Partner

and to each other party to the Limited Partnership Agreement, substantially in the form set out in the Schedule.

3.2 The Security Agent may at any time in its absolute discretion deliver the intimation referred to in Clause 3.1 above to the Partnership, the General Partner and to each other party to the Limited Partnership Agreement. The Assignor shall request that each party receiving the intimation referred to in Clause 3.1 above shall promptly sign the acknowledgment contained in such intimation and return it to the Security Agent. The General Partner confirms it will promptly sign the acknowledgment contained in such intimation and return it to the Security Agent.

3.3 The General Partner hereby, to the extent required, consents to the terms of this Assignment.

4 Assignor's Status as a Partner

4.1 Notwithstanding this Assignment, unless and until the Security Agent has exercised its rights in accordance with Clause 8.3 below and has itself (or its nominee has) become the General Partner in the Partnership in the Assignor's stead, the Assignor will remain the General Partner in the Partnership and will continue to fulfil its obligations as the General Partner including under the Limited Partnership Agreement.

4.2 The Security Agent shall not, pursuant to this Assignment (other than in accordance with Clause 8.3) become a partner in the Partnership and shall not be under any obligation or liability by reason of or arising out of this Assignment (save as specifically set out herein).

4.3 Other than in accordance with Clause 8.3 below, there will be no advertisement in the Edinburgh Gazette of this Assignment nor will there be any registration made with the Registrar of Limited Partnerships in Edinburgh in respect of this Assignment.

4.4 To the extent that any of the Assigned Rights constitutes "financial collateral" and this Assignment and the obligations of the Assignor hereunder constitute a "security financial collateral arrangement" (in each case as defined in, and for the purposes of, the Financial Collateral Arrangements (No. 2) Regulations 2003) (the **Financial Collateral Regulations**), the Security Agent may after this Security has become enforceable appropriate all or any part of that financial collateral in or towards the satisfaction of the Secured Liabilities.

4.5 Where any financial collateral is appropriated:

4.5.1 if it is cash, its value will be the amount standing to the credit of the relevant account on the date of appropriation plus any accrued but uncredited interest;

4.5.2 if it is listed or traded on a recognised exchange, its value will be taken as being the value at which it could have been sold on the exchange on the date of appropriation;
or

- 4.5.3 in any other case, its value will be such amount as the Security Agent determines having taken into account advice obtained by it from an independent adviser, investment bank or accountancy firm of national standing selected by it and the foregoing will constitute a commercially reasonable valuation method for the purposes of the Financial Collateral Regulations,

and each Finance Party shall give credit for the value of the financial collateral appropriated to its use.

5 Representations and warranties

- 5.1 The Assignor represents and warrants to the Security Agent and each of the Secured Parties that:
- 5.1.1 it is the sole General Partner in the Partnership and subject to, and but for, (i) the assignation contemplated herein and (ii) such other assignations as may have been granted in favour of the Security Agent, the sole legal and beneficial owner of and has full right and title to the Assigned Rights;
 - 5.1.2 the Assignor has not created any Security in respect of the Assigned Rights (other than in favour of the Security Agent);
 - 5.1.3 subject to the Legal Reservations and Perfection Requirements this Assignment is not liable to be avoided or otherwise set aside on the liquidation or administration of the Assignor or otherwise;
 - 5.1.4 it has complied on time with any notice it has received under Part 4 of the Scottish Partnerships (Register of People with Significant Control) Regulations 2017 from the Partnership; and
 - 5.1.5 no warning notice or restrictions notice (as each term is defined in Schedule 2 of the Scottish Partnerships (Register of People with Significant Control) Regulations 2017/694) has been issued to the Assignor by the Partnership in respect of all or any part of the partnership interests held in the Partnership by the Assignor.
- 5.2 The representations and warranties in Clause 5.1 shall be deemed to be repeated by the Assignor by reference to the facts and circumstances then existing on the date of each Utilisation Request, on each Utilisation Date and on the first day of each Interest Period.

6 Undertakings

The Assignor hereby undertakes to the Security Agent for the benefit of the Secured Parties that during the continuance of this Assignment it will:

- 6.1 pay all calls or other payments due and payable in respect of its interest as the General Partner in the Partnership, provided that if the Assignor fails to do so, the Security Agent may, but shall be under no obligation to, pay the calls or other payments in respect thereof on behalf of the Assignor

and the Assignor must promptly and in any event within ten Business Days of written request reimburse the Security Agent for any payment made by the Security Agent under this Clause;

6.2 promptly provide the Security Agent with a copy of any notice it receives under the Scottish Partnerships (Register of People with Significant Control) Regulations 2017/694);

6.3 not (unless permitted by the Facility Agreement or otherwise with the prior written consent of the Security Agent):

6.3.1 exercise (or purport to exercise) any voting rights in respect of its interest as the General Partner in the Partnership in any way which has an adverse effect on the value of the Assigned Rights or on the ability of the Security Agent to enforce this Assignment;

6.3.2 do or cause or, in so far as the Assignor has rights in that regard, permit to be done anything which will in any way depreciate or jeopardise the value of any of the Assigned Rights; and

6.3.3 cause or permit the General Partner to resign as such.

7 Restrictions on dealings

7.1 The Assignor shall not:

7.1.1 create or permit to subsist any Security over any Assigned Rights or any part thereof or interest therein; or

7.1.2 enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, assign, transfer or otherwise dispose of any Assigned Rights or any part thereof or interest therein or attempt or agree so to do,

except as expressly allowed under the Facility Agreement or this Assignment.

8 Rights before and after enforcement

8.1 Without prejudice to the security created by or pursuant to this Assignment, until such security becomes enforceable the Assignor shall:

8.1.1 pay all Partnership Receivables that may be paid to it in accordance with the Finance Documents and the Limited Partnership Agreement to the Deposit Account; and

8.1.2 be entitled to exercise all voting rights in respect of its interest as the General Partner in the Partnership (provided that such voting rights shall not be exercised in a manner which would conflict with the provisions of the Facility Agreement or this Assignment or which would adversely affect the validity or enforceability of the Security created under this Assignment or cause an Event of Default).

- 8.2 Upon the security created by or pursuant to this Assignment becoming enforceable:
- 8.2.1 all Partnership Receivables shall be paid or made to and retained by the Security Agent (or its nominee) as though they were proceeds of sale and may be applied by the Security Agent in accordance with Clause 11 (*Application of enforcement proceeds*); and
 - 8.2.2 all voting rights in respect of its interest as the General Partner shall be exercised by the Security Agent (or its nominee), or by the Assignor as directed by the Security Agent, in such a manner as the Security Agent shall in their discretion consider appropriate.
- 8.3 Upon the security created by or pursuant to this Assignment becoming enforceable and the Security Agent giving written notice and intimation to the General Partner, the Partnership and each other party to the Limited Partnership Agreement pursuant to Clause 3.2, all of the Assigned Rights shall be held by and vested in the Security Agent (or its nominee) (the "Transfer"). The General Partner hereby:
- 8.3.1 consents to the Transfer for all relevant purposes and confirms that no deed of adherence or deed of accession to the Limited Partnership Agreement is required in order to effect the Transfer; and
 - 8.3.2 undertakes, forthwith upon receipt of written notice and intimation from the Security Agent of the Transfer pursuant to Clause 3.2:
 - 8.3.2.1 to (where applicable) issue an advertisement of the Transfer in the Edinburgh Gazette;
 - 8.3.2.2 to update the books and records of the Partnership to show the Security Agent (or its nominee) as a partner of the Partnership in the Assignor's place; and
 - 8.3.2.3 to update the Registrar of Limited Partnerships with details of the Transfer as appropriate and such other returns as may be required to give effect to the Transfer.

9 Enforcement

- 9.1 The Security created by or pursuant to this Assignment shall become immediately enforceable if an Event of Default occurs and is continuing.
- 9.2 After the Security created by or pursuant to this Assignment has become enforceable, the Security Agent may in its absolute discretion enforce all or any part of this Security in any manner it sees fit or as the Majority Lenders direct.

10 Powers on enforcement

10.1 Without prejudice to Clause 8.2 and Clause 8.3, at any time on or after the security created by or pursuant to this Assignment becomes enforceable, the Security Agent shall be entitled to exercise (or refrain from exercising) all rights and powers conferred on or exercisable by the owner of the Assigned Rights. In particular but without limitation the Security Agent shall be entitled:

10.1.1 to retain, sell, call in, collect and convert into money any of the Assigned Rights with full power to sell any of the same either together or in parcels and for such consideration as the Security Agent may think fit (subject to any duty implied by law) and for the purposes aforesaid or any of them to execute, without being responsible for any loss which may be occasioned thereby and with full power to compromise and effect compositions and for the purposes aforesaid or any of them and do all such assurances and things as it shall think fit; and/or

10.1.2 to exercise and/or enforce the rights of the Assignor under the Limited Partnership Agreement in relation to the Assigned Rights in such a manner and at such times as it may think fit.

10.2 No person (including a purchaser) dealing with the Security Agent or its or their agents will be concerned to enquire:

10.2.1 whether the Secured Liabilities have become payable;

10.2.2 whether any power which the Security Agent is purporting to exercise has become exercisable or is being properly exercised;

10.2.3 whether any money remains due under the Finance Documents; or

10.2.4 how any money paid to the Security Agent is to be applied.

10.3 At any time after this Security has become enforceable, the Security Agent (or its nominee) may do any one or more of the following:

10.3.1 redeem any prior Security against any Assigned Right; and/or

10.3.2 procure the transfer of that Security to itself; and/or

10.3.3 settle and pass the accounts of the prior mortgagee, chargee or encumbrancer; any accounts so settled and passed will be, in the absence of manifest error, conclusive and binding on the Assignor.

The Assignor must pay to the Security Agent, within 10 Business Days of written demand, all costs and expenses incurred by the Security Agent (or its nominee) in connection with any such redemption and/or transfer, including the payment of any principal or interest.

11 Application of enforcement proceeds

11.1 All amounts from time to time received or recovered by the Security Agent pursuant to the terms of this Assignment or in connection with the realisation or enforcement of all or any part of this Security shall be held by the Security Agent and applied in the following order of priority:

11.1.1 in or towards payment of or provision for the Secured Liabilities in accordance with the terms of the Facility Agreement; and

11.1.2 in payment of the surplus (if any) to the Assignor or other person entitled to it.

This Clause 11 (*Application of enforcement proceeds*) is subject to the payment of any claims having priority over this Security. This Clause 11 (*Application of enforcement proceeds*) does not prejudice the right of any Secured Party to recover any shortfall from the Assignor.

12 Delegation

12.1 The Security Agent and any Delegate may, at any time, delegate by power of attorney or otherwise to any person for any period, all or any right, power, authority or discretion exercisable by it under this Assignment.

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

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

13 Further assurance

13.1 The Assignor must, at its own expense, take whatever action the Security Agent may require for:

13.1.1 creating, perfecting or protecting any security over any Assigned Rights; or

13.1.2 facilitating the realisation of any Assigned Rights, or the exercise of any right, power or discretion exercisable, by the Security Agent or any of its delegates or sub-delegates in respect of any Assigned Rights.

13.2 The action that may be required under Clause 13.1 above includes (without limitation):

13.2.1 the execution of any charge, transfer, assignment or assurance of any asset, whether to the Security Agent or to its nominee or any other person; or

13.2.2 the giving of any notice, intimation, transfer form, certificate, order or direction and the making of any registration,

which, in any such case, the Security Agent may consider necessary or desirable.

14 **Power of attorney**

Following the occurrence of an Event of Default which is continuing, the Assignor irrevocably and severally appoints the Security Agent and any of its delegates or sub-delegates to be its mandatory and attorney with the full power and authority of the Assignor to execute, deliver and perfect all deeds, instruments and other documents in its name and otherwise on its behalf and to do or cause to be done all acts and things, in each case which may be required or which any mandatory or attorney may in its absolute discretion deem necessary for carrying out any obligation of the Assignor under or pursuant to this Assignment or generally for enabling the Security Agent to exercise the respective powers conferred on them under this Assignment or by law. The Assignor ratifies and confirms whatever any attorney does or purports to do under its appointment under this Clause.

15 **Security Agent provisions**

15.1 The Security Agent executes this Assignment as security trustee in the exercise of the rights, powers and authority conferred and vested in it under the Facility Agreement and any other Finance Document for and on behalf of the Secured Parties for whom it acts. It will exercise its powers, rights, duties and authority under this Assignment in the manner provided for in the Facility Agreement and, in so acting, the Security Agent (or its nominee) shall have the protections, immunities, limitations of liability, rights, powers, authorisations, indemnities and benefits conferred on it under and by the Facility Agreement and the other Finance Documents.

15.2 The Security Agent (or its nominee) shall not owe any fiduciary duties to any party to this Assignment or any of their directors, employees, agents, or affiliates.

15.3 Notwithstanding any other provision of this Assignment, in acting under and in accordance with this Assignment the Security Agent (or its nominee) is entitled to seek instructions from the Secured Parties in accordance with the provisions of the Facility Agreement and at any time, and where it so acts or refrains from acting on the instructions of a Secured Party or Secured Parties entitled to give it instructions, the Security Agent (or its nominee) shall not incur any liability to any person for so acting or refraining from acting.

16 **Miscellaneous**

16.1 This Security is a continuing security and shall extend to the ultimate balance of the Secured Liabilities regardless of any intermediate payment or discharge in whole or in part.

16.2 If any subsequent charge or other interest affects any Assigned Rights, the Secured Party may open a new account with the Assignor.

16.3 If the 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.

16.4 As from that time all payments made to the Secured Party will be credited or be treated as having been credited to the new account and will not operate to reduce any Secured Liability.

16.5 Without prejudice to any right of set-off any Secured Party may have under any other Finance Document or otherwise, if any time deposit matures on any account the Assignor has with any Secured Party within the Security Period when:

16.5.1 this Security has become enforceable; and

16.5.2 no Secured Liability is due and payable,

that time deposit will automatically be renewed for any further maturity which that Secured Party considers appropriate unless that Secured Party otherwise agrees in writing.

17 Partial Invalidity

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

18 Notices

The provisions of Clause 34 (*Notices*) of the Facility Agreement shall apply to this Assignment as though they were set out in full, except that references to the Facility Agreement shall be construed as references to this Assignment

19 Definitions

19.1 In this Assignment:

19.1.1 "**Assigned Rights**" means all of the rights, title and interest of the Assignor in the Partnership and under the Limited Partnership Agreement (including, for the avoidance of doubt, the Assignor's interest as General Partner, and the Assignor's right to the Partnership Receivables).

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

19.1.3 "**Facility Agreement**" means the facility agreement dated on or around 8 April 2021 between, among others, AR Triangle Property LP and the Security Agent;

- 19.1.4 **"General Partner"** has the meaning given to that term in the Limited Partnership Agreement and being AR Triangle Property GP Limited as at the date of this Assignment;
- 19.1.5 **"Limited Partner"** has the meaning given to that term in the Limited Partnership Agreement and being AR Triangle Holdings Limited as at the date of this Assignment;
- 19.1.6 **"Limited Partnership Agreement"** means the limited partnership agreement dated 23 August 2019 amongst AR Triangle Property GP Limited as the General Partner and AR Triangle Holdings Limited as the Limited Partner constituting the Partnership as the said limited partnership agreement has been amended and restated by the amended and restated limited partnership agreement made amongst AR Triangle Property GP Limited as the General Partner and AR Triangle Holdings Limited as the Limited Partner dated 7 April 2021 and as further amended, restated, supplemented or otherwise modified from time to time;
- 19.1.7 **"Partnership"** means AR Triangle Property LP, a private fund limited partnership established under the laws of Scotland under the Limited Partnerships Act 1907 with registered number SL033955, and having its principal place of business at Citypoint, 65 Haymarket Terrace, Edinburgh EH12 5HD;
- 19.1.8 **"Partnership Receivables"** means all sums of money, receivables, allocations, distributions and other book debts whatsoever payable or to become payable by or on behalf of the Partnership to or for the account of the Assignor in respect of its interest as the General Partner in the Partnership and including, without limitation, the General Partner's Profit Share (as defined in the Limited Partnership Agreement) and all rights and claims of the Assignor in respect of each such amount and the debt represented thereby;
- 19.1.9 **"Schedule"** means the schedule to this Assignment;
- 19.1.10 **"Secured Liabilities"** has the meaning given to that term in the Facility Agreement;
- 19.1.11 **"Secured Party"** has the meaning given to that term in the Facility Agreement and **"Secured Parties"** shall be construed accordingly;
- 19.1.12 **"Security"** means any mortgage, charge, pledge, lien, assignment or assignation in security or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect; and
- 19.1.13 **"Security Period"** means the period beginning on the date of delivery of this Assignment and ending on the date on which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full.

20 Interpretation

- 20.1 Capitalised terms defined in the Facility Agreement have, unless expressly defined in this Assignment, the same meaning in this Assignment.
- 20.2 The provisions of Clause 1.2 (*Construction*), Clause 1.3 (*Currency symbols and definitions*) and Clause 1.5 (*Contractual recognition of bail-in*) of the Facility Agreement apply to this Assignment as though they were set out in full in this Assignment except that references to the Facility Agreement shall be construed as references to this Assignment.
- 20.3 A Finance Document or other agreement or instrument is a reference to that Finance Document or other agreement or instrument, including any change in the purpose of, any extension of or any increase to the amount of a facility or any additional facility, as amended, novated, supplemented, extended or restated.
- 20.4 Any **rights** in respect of an asset includes:
- 20.4.1 all amounts and proceeds paid or payable;
 - 20.4.2 all rights to make any demand or claim; and
 - 20.4.3 all powers, remedies, causes of action, security, guarantees and indemnities.
- in each case in respect of or derived from that asset.
- 20.5 Any **security or investment** includes:
- 20.5.1 any dividend, interest or other distribution paid or payable;
 - 20.5.2 any right, money or property accruing or offered at any time by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise,
- in each case in respect of that security or investment.
- 20.6 The term **this Security** means any Security created by this Assignment but other references to "Security" have the meaning given to them in Clause 19.1, 12 above.
- 20.7 An agreement, instrument or other document to which it is a party includes any agreement, instrument or other document issued in the relevant person's favour or of which it otherwise has the benefit (in whole or in part).
- 20.8 A reference to any asset includes present and future revenues and rights of every description.
- 20.9 Any covenant or undertaking of the Assignor under this Assignment (other than a payment obligation which has been discharged) remains in force during the Security Period.

- 20.10 If the Security Agent considers that an amount paid to a Secured Party under a Finance Document is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise and is reasonably likely to be avoided or otherwise set aside, then that amount shall not be considered to have been irrevocably paid for the purposes of this Assignment.
- 20.11 Unless the context otherwise requires, a reference to Assigned Rights includes the proceeds of any disposal of those Assigned Rights.
- 20.12 In the event of any conflict between the terms of this Assignment and the terms of the Facility Agreement, the terms of the Facility Agreement shall prevail.
- 20.13 This Assignment is a Finance Document.

21 Release

At the end of the Security Period, the Secured Parties must, at the written request and cost of the Assignor, take whatever action is necessary to release the Assigned Rights from the security created by or pursuant to this Assignment.

22 Counterparts

- 22.1 This Assignment may be executed in any number of counterparts and by all of the parties on separate counterparts.
- 22.2 If executed in counterparts:
- 22.2.1 this Assignment shall not take effect until all of the counterparts have been delivered;
 - 22.2.2 each counterpart will be held as undelivered for the purposes of The Legal Writings (Counterparts and Delivery) (Scotland) Act 2015 until the parties agree a date (the "agreed date") on which the counterparts are to be treated as delivered; and
 - 22.2.3 the agreed date will be inserted on page 1 of this Assignment.

23 Trusts

The Security Agent holds the benefit of this Assignment and this Security on trust for itself and the other Secured Parties.

24 Governing law

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

25 Jurisdiction

- 25.1 The courts of Scotland have exclusive jurisdiction to settle any dispute arising out of or in connection with this Assignment (including a dispute regarding the existence, validity or termination of this Assignment or any non-contractual obligations arising out of or in connection with this Assignment) (a "Dispute").
- 25.2 The parties to this Assignment agree that the courts of Scotland are the most appropriate and convenient forum to settle Disputes between them and, accordingly, that they will not argue to the contrary.
- 25.3 This Clause 25 (*Jurisdiction*) is for the benefit of the Finance Parties only. As a result, no Finance Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Finance Parties may take concurrent proceedings in any number of jurisdictions.

26 Consent and authorisation

The Assignor hereby consents to the registration of this Assignment and of any certificate referred to in Clause 35.2 (*Certificates and Determinations*) of the Facility Agreement for preservation and execution (save that no summary diligence shall be carried out unless an Event of Default has occurred and is continuing).

IN WITNESS WHEREOF these presents consisting of this and the preceding 12 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 1 of this Assignment:

Subscribed for and on behalf of **AR TRIANGLE PROPERTY GP LIMITED** (as Assignor)

signature of director/witness

TINA LIGHTBOUND.
full name of above (print)

address of witness

signature of director

MICHAEL LIGHTBOUND
full name of above (print)

13 APRIL 2021.
date of signing

place of signing

VALTON.

Subscribed for and on behalf of **AR TRIANGLE PROPERTY GP LIMITED** (as General Partner)

signature of director/witness

TINA LIGHTBOUND.

full name of above (print)

address of witness

signature of director

MICHAEL LIGHTBOUND.

full name of above (print)

13 APRIL 2021

date of signing

place of signing

WALTON

Subscribed for and on behalf of **TRIMONT REAL ESTATE ADVISORS, U.K., LTD.** (as Security Agent)

signature of witness

full name of above (print)

address of witness

signature of director/authorised signatory

full name of above (print)

date of signing

place of signing

Subscribed for and on behalf of **AR TRIANGLE PROPERTY GP LIMITED** (as General Partner)

signature of director/witness

signature of director

full name of above (print)

full name of above (print)

date of signing

place of signing

address of witness

Subscribed for and on behalf of **TRIMONT REAL ESTATE ADVISORS, U/K., LTD** (as Security Agent)

signature of witness

signature of director/authorised signatory

ANABEL SOPHIA SEXTON
full name of above (print)

ALEC WILLIAM SEXTON
full name of above (print)

12-APR-2021
date of signing

address of witness

SHEPTON MARKET
place of signing

THE SCHEDULE

THIS IS THE SCHEDULE REFERRED TO IN THE FOREGOING ASSIGNATION IN SECURITY AMONG AR TRIANGLE PROPERTY GP LIMITED AS ASSIGNOR, AR TRIANGLE PROPERTY GP LIMITED AS GENERAL PARTNER AND TRIMONT REAL ESTATE ADVISORS, U.K., LTD. AS SECURITY AGENT

Form of intimation to the Partnership the General Partner and each other party to the Limited Partnership Agreement

NOTICE OF ASSIGNATION OF PARTNERSHIP RIGHTS

To:
AR Triangle Property LP as the Partnership
AR Triangle Property GP Limited as the General Partner
AR Triangle Holdings Limited as the Limited Partner

Dated:

Dear Sirs

Re: The limited partnership agreement dated 23 August 2019 amongst AR Triangle Property GP Limited as the General Partner and AR Triangle Holdings Limited as the Limited Partner constituting and governing AR Triangle Property LP (the "Partnership") as the said limited partnership agreement has been amended and restated by the amended and restated limited partnership agreement made amongst AR Triangle Property GP Limited as the General Partner and AR Triangle Holdings Limited as the Limited Partner dated 7 April 2021 (the "Limited Partnership Agreement")

All words and expressions defined in the Assignment (as defined below) shall have the same meaning when used in this intimation unless the context otherwise requires. Please note the following:

1. We hereby intimate to you that we, **AR TRIANGLE PROPERTY GP LIMITED** (the "**Assignor**") have, pursuant to the terms of an assignment in security dated 2021 (the "**Assignment**"), assigned to **TRIMONT REAL ESTATE ADVISORS, U.K., LTD.** (the "**Security Agent**") our whole right, title, interest and benefit in respect of our interest arising in the Partnership and under the Limited Partnership Agreement (including, for the avoidance of doubt, our interest as General Partner and our rights to the Partnership Receivables).
2. Accordingly, we hereby irrevocably and unconditionally instruct and authorise you, the Partnership (notwithstanding any previous instructions which we may have given to the contrary) to pay all monies payable by you under the Limited Partnership Agreement directly to the following bank account:

Pay to:

SWIFT:

IBAN:

Account No:
SORT CODE
Attn:

or such other bank account of the Security Agent or its nominee as it may from time to time notify to you in writing and to such extent as they may specify.

3 A certified true copy of the Assignment is enclosed with this intimation. Please note in particular, without limitation, the terms of the following provisions which we have agreed with the Security Agent –

3.1 Clause 5 (*Representations and Warranties*);

3.2 Clause 6 (*Undertakings*).

4 This intimation is governed by the laws of Scotland.

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

Please acknowledge receipt of this notice and your acceptance of its contents by signing the attached acknowledgement and returning it to the Security Agent.

Yours faithfully

For and on behalf of **AR TRIANGLE PROPERTY GP LIMITED**

By: _____

Title: _____

FORM OF ACKNOWLEDGMENT

To: **TRIMONT REAL ESTATE ADVISORS, U.K., LTD.**
 300 Pavilion Drive
 Northampton
 England
 NN4 7YE
 (as Security Agent)
 FAO: Christopher Ferguson

We confirm that –

1. We have received the above intimation and certified copy of the Assignment referred to in it.
2. We irrevocably accept the instructions contained in the intimation.
3. We have noted the terms and provisions of the Assignment including, without limitation, those provisions referred to in paragraph 2 of the intimation.
4. We are not aware of any assignment or other transfer by the Assignor in relation to its Assigned Rights (other than in favour of the Security Agent).
5. We have not claimed or exercised, and we agree not to claim or exercise any right of set-off, counterclaim, retention, lien or balancing of accounts against the Assignor in respect of its Assigned Rights.

Yours faithfully,

AR Triangle Property LP, acting by its general partner **AR Triangle Property GP Limited**, as the Partnership

By: _____

Title: director of **AR Triangle Property GP Limited**, acting in its capacity as general partner of **AR Triangle Property LP**

AR Triangle Property GP Limited, as the General Partner

By: _____

Title: director

AR Triangle Holdings Limited as a Limited Partner

By: _____

Title: director