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 CHFP041

COMPANIES FORM No. 410(Scot)

**Particulars of a charge created
by a company registered in Scotland**
410

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge

Pursuant to section 410 of the Companies Act 1985

Please do not
write in
this margin

Please complete
legibly, preferably in
black type, or bold
block lettering

* Insert full name
of company

To the Registrar of Companies
(Address overleaf - Note 6)

For official use Company number

3 75

SC001846

Name of company

* THE SCOTTISH METROPOLITAN PROPERTY COMPANY LIMITED (the "Chargor")

Date of creation of the charge (note 1)

24 December 2002

Description of the instrument (if any) creating or evidencing the charge (note 1)

Assignment of Rents

Amount secured by the charge

All Liabilities.

See Paper Apart 1 for Definitions

Names and addresses of the persons entitled to the charge

The Royal Bank of Scotland (the "Security Trustee")

(as Security Trustee for the Finance Parties)

135 Bishopsgate, London EC23

Presentor's name, address, telephone
number and reference (if any):

Dundas & Wilson CS
Saltire Court
20 Castle Terrace
Edinburgh EH1 2EN
DAC/SJP/RBS001.1225

For official use (02/00)

Charge:



SCT S8AE3HFN 0027
COMPANIES HOUSE 06/01/03

SCT S81KYHAA 0294
COMPANIES HOUSE 03/01/03

Short particulars of all the property charged

The Rental Income. in respect of the subjects at Ingram House, 223/229 Ingram Street and 91 Miller Street, Glasgow

Please do not write in this margin

Please complete legibly, preferably in black type or bold block lettering

Statement, in the case of a floating charge, as to any restrictions on power to grant further securities and any ranking provision (note 2)

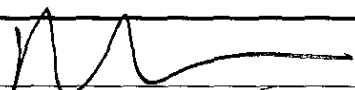
N/A

Particulars as to commission, allowance or discount paid (see section 413(3))

N/A

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)

Signed



Date

03/01/03

On behalf of ~~company~~ [chargee][†]

[†] Delete as appropriate

Notes

1. A description of the instrument e.g. "Standard Security" "Floating Charge" etc, should be given. For the date of creation of a charge see section 410(5) of the Act. (Examples - date of signing of an Instrument of Charge; date of recording/registration of a Standard Security; date of intimation of an Assignment.)

2. In the case of a floating charge a statement should be given of (1) the restrictions, if any, on the power of the company to grant further securities ranking in priority to, or *pari passu* with the floating charge; and/or (2) the provisions, if any, regulating the order in which the floating charge shall rank with any other subsisting or future floating charges or fixed securities over the property which is the subject of the floating charge or any part of it.

3. A certified copy of the instrument, if any, creating or evidencing the charge, together with this form with the prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of the creation of the charge. In the case of a charge created out of the United Kingdom comprising property situated outside the U.K., within 21 days after the date on which the copy of the instrument creating it could, in due course of post, and if despatched with due diligence, have been received in the U.K. Certified copies of any other documents relevant to the charge should also be delivered.

4. A certified copy must be signed by or on behalf of the person giving the certification and where this is a body corporate it must be signed by an officer of that body.

5. Cheques and Postal Orders are to be made payable to **Companies House**.

6. The address of the Registrar of Companies is:-

Companies House
37 Castle Terrace
Edinburgh EH1 2EB

This is the Paper Apart 1 in the foregoing Form 410 in relation to an Assignment of Rents by The Scottish Metropolitan Property Company Limited in favour of the Royal Bank of Scotland plc as Security Trustee (the "Security Trustee") for the benefit of the Finance Parties.

"Additional Property" means an Additional Facility A Property or a Substitute Property (each as defined in the Facilities Agreement);

"Agent" means The Royal Bank of Scotland plc;

"Ancillary Lender" has the meaning given to it in the Facilities Agreement;

"Arranger" means The Royal Bank of Scotland plc;

"Facilities Agreement" means the facilities agreement dated 16 December 2002 between, amongst others, Haslemere N.V., The Royal Bank of Scotland plc as Arranger, the Original Lenders listed in Part II of Schedule 1 to that agreement, The Royal Bank of Scotland plc as Hedging Bank, The Royal Bank of Scotland plc as Agent, The Royal Bank of Scotland plc as Security Trustee and The Royal Bank of Scotland plc, New York Branch as Issuing Bank;

"Finance Document" means:

- (a) the Facilities Agreement;
- (b) a Fee Letter (as defined in the Facilities Agreement);
- (c) a Deed of Priority (as defined in the Facilities Agreement);
- (d) the Kinnaird House Deed of Priority (as defined in the Facilities Agreement);
- (e) a Ranking Agreement (as defined in the Facilities Agreement);
- (f) a Security Document;
- (g) a Hedging Document;
- (h) the Duty of Care Agreement (as defined in the Facilities Agreement);
- (i) an Accession Letter (as defined in the Facilities Agreement);
- (j) a Letter of Credit (as defined in the Facilities Agreement);
- (k) the Hedging Letter;
- (l) any Ancillary Facility Document (as defined in the Facilities Agreement);

"Finance Party" means the Agent, an Ancillary Lender, the Hedging Bank, the Security Trustee, the Arranger, the Issuing Bank or a Lender;

"Group" means Haslemere N.V. and its Subsidiaries (as defined in the Facilities Agreement) for the time being;

"Hedging Bank" means The Royal Bank of Scotland plc;

"Hedging Documents" means the documents entered into between a member of the Group and the Hedging Bank for the purpose of implementing the interest rate hedging strategy agreed in the Hedging Letter;

"Hedging Letter" means a letter dated on or about the date of the Facilities Agreement between the Arranger and Haslemere N.V. setting out the interest rate hedging strategy agreed in relation to the Facilities;

"Issuing Bank" means The Royal Bank of Scotland plc, New York Branch;

"Lender" has the meaning given to it in the Facilities Agreement;

"Liabilities" means all present and future moneys, debts and liabilities due, owing or incurred by a Chargor to any Finance Party under or in connection with any Finance Document (in each case, whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently and whether as principal, surety or otherwise);

"Obligor" means a Borrower or a Guarantor (each as defined in the Facilities Agreement);

"Occupational Lease" means any occupational lease or licence or other right of occupation to which a Property may be subject from time to time;

"Property" means an Original Facility A Property, Facility B Property, Facility D Property (each as defined in the Facilities Agreement), or an Additional Property but excluding any property which has been released from any Security in accordance with clause 29.5 (*Release or change to Security*) of the Facilities Agreement;

"Rental Income" means the aggregate of all amounts payable to or for the benefit or account of an Obligor arising from or in connection with the letting, use or occupation of a Property (or any part of a Property), including (without limitation and without double counting):

- (a) rents, licence fees and equivalent sums reserved or made payable;
- (b) sums received from any deposit held as security for the performance of any tenant's obligations;
- (c) any premium paid on the amount of any Occupational Lease;
- (d) any other monies payable in respect of use and/or occupation;
- (e) proceeds of insurance in respect of loss of rent;
- (f) receipts from or the value of consideration given for the surrender or variation of any letting;

"Security" means a mortgage, charge, standard security, assignation in security, pledge, lien or other security interest securing any obligation of any person or an other agreement or arrangement having a similar effect;

"Security Document" means:

- (a) a Fixed Security Document (as defined in the Facilities Agreement);
- (b) a Standard Security (as defined in the Facilities Agreement);
- (c) an Assignation of Rent (as defined in the Facilities Agreement);

- (d) the US Security Agreement (as defined in the Facilities Agreement); and
- (e) any other security document that may at any time be given as security for any of the Liabilities pursuant to or in connection with any Finance Document.

FILE COPY



**CERTIFICATE OF THE REGISTRATION
OF A CHARGE**

Company number 1846

I hereby certify that a charge created by

THE SCOTTISH METROPOLITAN PROPERTY COMPANY LIMITED

on 24 DECEMBER 2002

for securing ALL SUMS DUE, OR TO BECOME DUE

in favour of THE ROYAL BANK OF SCOTLAND plc

was delivered pursuant to section 410 of the Companies Act, 1985,
on 8 JANUARY 2003

Given at Companies House, Edinburgh
10 JANUARY 2003



C O M P A N I E S H O U S E



N.B. Searchers may find it desirable to refer to the documents mentioned in column (2) for more detailed particulars

REGISTER of Charges, Alterations to Charges,

COMPANY: SC001846 CHARGE: 375

(1) Date of Registration	(2) Serial Number of Document on File	(3) Date of Creation of each Charge and Description thereof	(4) Date of the acquisition of the Property	(5) Amount secured by the Charge £	(6) Short Particulars of the Property Charged	(7) Names of the Persons entitled to the Charge
08/01/2003		24/12/02 ASSIGNATION OF RENTS		ALL SUMS DUE, OR TO BECOME DUE	INGRAM HOUSE, 223/229 INGRAM STREET AND 91 MILLER STREET, GLASGOW	THE ROYAL BANK OF SCOTLAND plc

Memoranda of Satisfaction and Appointments etc. of Receivers

N.B. Searchers may find it desirable to refer to the documents mentioned in column (2) for more detailed particulars

COMPANY: SC001846 CHARGE: 375

(8)	(9)	(10)	(11)	(12)		
				Receiver		
In the case of a floating charge, a statement of the provisions, if any, prohibiting or restricting the creation by the company of any fixed security or any other floating charge having priority over, or ranking <i>pari passu</i> with the floating charge.	In the case of a floating charge, a statement of the provisions if any regulating the order in which the floating charge shall rank with any other subsisting or future floating charges or fixed securities over the property the subject of the floating charge or any part of it.	Amount or rate per cent of the Commission Allowance or discount	Memoranda of Satisfaction	Name	Date of Appointment	Date of Cessing to act