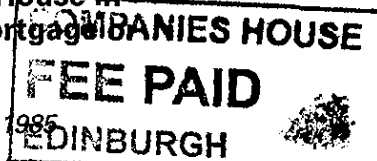


M

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 charge**

Please do not
write in
this margin

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

* Insert full name
of company

Pursuant to section 410 of the Companies Act 1985

To the Registrar of Companies

(Address overleaf - Note 6)

For official use - Company number

393

SC001846

Name of company

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

Date of creation of the charge (note 1)

3 January 2003

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

Standard Security ("the Standard Security")

Amount secured by the charge

All Liabilities

See Paper Apart for Definitions

Names and addresses of the persons entitled to the charge

The Royal Bank of Scotland plc ("the Security Trustee") (as agent and

trustee for and on behalf of the Finance Parties) 135 Bishopsgate, London

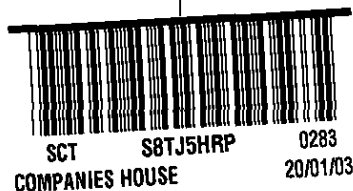
EC23 3UR

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

Dundas & Wilson CS
20 Castle Terrace
Edinburgh
EH1 2EN

For official use
Charges section

Post room



Short particulars of all the property charged

The Charged Assets

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

17/01/03

On behalf of [company] [chargee][†]

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.)

[†] delete as
appropriate

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 a Standard Security by The Scottish Metropolitan Property Company in favour of the Royal Bank of Scotland plc as Security Trustee (the "Security Trustee") for the benefit of the Finance Parties.

"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;

"Charged Assets" means ALL and WHOLE (First) the subjects known as and forming Numbers One to Seven (odd numbers only) Houston Place and Twenty One to Twenty seven (odd numbers only) Watt Street, Glasgow being the subjects at Houston Street, Govan, Glasgow registered in the Land Register of Scotland under Title Number GLA89546 and (Second) the subjects known as and forming Numbers Two to Fourteen (even numbers only) and Fifteen to Nineteen (odd numbers only) Houston Place, Houston Street, Glasgow being the subjects registered in the Land Register of Scotland under Title Number GLA126389; Together with (i) the buildings and others erected on said subjects; (ii) the heritable fixtures in and on said subjects; (iii) the minerals within said subjects but only insofar as the Chargor has right thereto; (iv) the whole parts, privileges and pertinents of said subjects; and (v) the Chargor's whole right, title and interest to said subjects;

"Facility" means Facility A, Facility B, Facility C or Facility D (each as defined in the Facilities Agreement);

"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);

"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 Assignment 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 3 JANUARY 2003

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 20 JANUARY 2003

Given at Companies House, Edinburgh
22 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: 393

(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 aquisition 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
20/01/2003		3/ 1/03 STANDARD SECURITY		ALL SUMS DUE, OR TO BECOME DUE	1-7 HOUSTON PLACE AND 21-27 WATT STREET, GLASGOW BEING THE SUBJECTS AT HOUSTON STREET, GOVAN, GLASGOW--TITLE NUMBER GLA89546; THE SUBJECTS KNOWN AS AND FORMING 2-14 AND 15-19 HOUSTON PLACE, HOUSTON STREET, GLASGOW--TITLE NUMBER GLA126389	THE ROYAL BANK OF SCOTLAND pic

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: 393

(8) 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.	(9) 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.	(10) Amount or rate per cent of the Commission Allowance or discount	(11) Memoranda of Satisfaction	(12) Receiver		
				Name	Date of Appointment	Date of Ceasing to act