

Please do not write in this margin

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

* Insert full name of compay **COMPANIES FORM No. 410(Scot)**

Particulars of a charge created by a company registered in Scotland

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

Pursuant to section 410 of the Companies Act 1985

To the Registrar of Companies

(Address overleaf - Note 6)

Name of company

EDINBURGH

For official use Company number

385

SC001846

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

Date of creation of the charge (note 1)

6 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

DAC/SJP/RBS001.1225

SCOM 410-1/2

For official use
Charges section

Post room

SCT S8IFAHK8 0065
COMPANIES HOUSE 13/01/03

The Charged Assets						Please do not
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Particulars as to commis	sion, allowance or	r discount paid (see	section 4	13(3))		
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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.

"Charged Assets" means ALL and WHOLE the Minute of Lease between the City of Edinburgh District Council and Hambro Life Assurance Limited dated Ninth and Twentieth July and recorded in the Division of the General Register of Sasines for the County of Midlothian on Tenth August both Nineteen hundred and eighty one of ALL and WHOLE that area of ground extending to Three acres and sixty nine decimal or one hundredth parts of an acre of thereby in the City of Edinburgh and County of Midlothian lying on or towards the south side of South Gyle Crescent, Edinburgh, now known as 23 South Gyle Crescent aforesaid more particularly described in and shown outlined red on the plan annexed and executed as relative to the said Minute of Lease; 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);
- (i) a Letter of Credit (as defined in the Facilities Agreement);
- (k) the Hedging Letter;

[&]quot;Agent" means The Royal Bank of Scotland plc;

[&]quot;Ancillary Lender" has the meaning given to it in the Facilities Agreement;

[&]quot;Arranger" means The Royal Bank of Scotland plc;

(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 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 6 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 13 JANUARY 2003

Given at Companies House, Edinburgh 15 JANUARY 2003





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,

(1)	(2)	(3)	(4)	(5)	(6)	(7)		
Date of Registration	Serial Number of Document on File	Date of Creation of each Charge and Description thereof	Date of the aquisition of the Property	Amount secured by the Charge	Short Particulars of the Property Charged	Names of the Persons entitled to the Charge		
				£				
13/01/2003		6/ 1/03 STANDARD SECURITY	,	ALL SUMS DUE, OR TO BECOME DUE	23 SOUTH GYLE CRESCENT, EDINBURGH	THE ROYAL BANK OF SCOTLAND plc		
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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: 385						
(8)	(9)	(10) (11)		(12)		
In the case of a floating charge, a	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 Commis- sion Allowance or discount	Memoranda of Satisfaction	Receiver		
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 pari passu with the floating charge.			Satisfaction	Name	Date of Appointment	Date of Ceasing to act
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