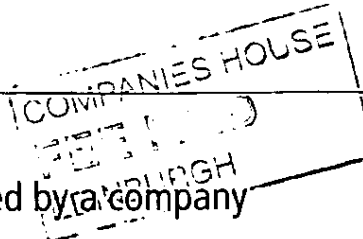


MG01s

Particulars of a charge created by a company registered in Scotland

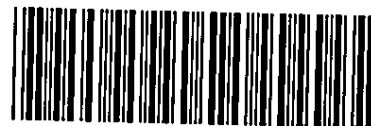


A fee is payable with this form.
We will not accept this form unless you send the correct fee.
Please see 'How to pay' on the last page.

☒ **What this form is for**
You may use this form to register
particulars of a charge created by a
Scottish company.

☐ **What this form is for**
You cannot use this form to register
particulars of a charge created by a company
created by a company registered in England
and Wales or Northern Ireland. If you use
this, please use form CH01.

FRIDAY



SCT 10/06/2011 625
COMPANIES HOUSE

ase
.uk

1 Company details

Company number S C 2 9 9 6 8 2
Company name in full Wick Retail Limited (the "Assignor")

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 Date of creation of charge

Date of creation d 0 d 3 m 0 m 6 y 2 y 0 y 1 y 1

3 Description

Please give a description of the instrument (if any) creating or evidencing the
charge e.g. 'Standard security', 'Floating charge' etc.

Description Assignment of rents dated 31 May 2011 and intimated to the Tenants on 3 June 2011 (the
"Charge")

4 Amount secured

Please give us details of the amount secured by the charge.

Amount secured See continuation page headed "Amount Secured".

Capitalised terms appearing in this Form MG01s and continuation
pages shall have the meaning ascribed thereto on the continuation
page entitled "Short particulars of all the property mortgaged or
charged".

Continuation page
Please use a continuation page if
you need to enter more details.

MG01s

Particulars of a charge created by a company registered in Scotland

5

Mortgagee(s) or person(s) entitled to the charge

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge.

Continuation page

Please use a continuation page if you need to enter more details.

Name The Royal Bank of Scotland plc (Company No. SC090312) for itself

Address and as agent and security trustee for each of the Finance Parties

(the "Security Trustee") 36 St Andrews Square, Edinburgh

Postcode E H 2 2 Y B

Name

Address

Postcode

6

Short particulars of all the property charged

Please give the short particulars of the property charged.

Continuation page

Please use a continuation page if you need to enter more details.

Short particulars

ASSIGNATION

The Assignor as security for the payment and discharge of all Secured Liabilities assigns pursuant to the Charge to and in favour of the Security Trustee its whole entitlement to receive the Rental Income from the Tenants and from any other relevant third party (as appropriate).

Other than as permitted under the terms of the Credit Agreement, the Assignor shall not without the express prior written consent of the Security Trustee:

i) create or purport to create, incur, assume or permit to subsist any Security in respect of all or any part of the Rental Income; or

ii) sell, transfer, assign or otherwise dispose of all or any part of the Rental Income.

See continuation page headed "Short particulars of all the property mortgaged or charged".

MG01s

Particulars of a charge created by a company registered in Scotland

7

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

● 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.

Continuation page

Please use a continuation page if you need to enter more details.

MG01s

Particulars of a charge created by a company registered in Scotland

8

Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his:

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.

Commission allowance or discount

N/A

9

Delivery of instrument

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 (UK), comprising property situated outside the UK, 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 UK. Certified copies of any other documents relevant to the charge should also be delivered.

10

Signature²

Please sign the form here.

Signature

Signature

X *Bruce Stephen for Jodics Ltd* X

² Signature

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

MG01s

Particulars of a charge created by a company registered in Scotland



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 and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name JYL.JMO.OSB1.37

Company name Brodies LLP

Address 15 Atholl Crescent

Post town Edinburgh

County/Region

Postcode E H 3 8 H A

Country United Kingdom

DX DX ED10

Telephone 0131 228 3777



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 deed (if any) with this form.
- ☐ You have entered the date the charge was created.
- ☐ You have supplied the description of the instrument.
- ☐ You have given details of the amount secured by the chargee.
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge.
- ☐ You have entered the short particulars of all the property charged.
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.



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 charge.

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

MG01s - continuation page

Particulars of a charge created by a company registered in Scotland

4	Amount secured	
	Please give us details of the amount secured by the charge.	
Amount secured	<p>All money, debts, obligations and liabilities from time to time due, owing or incurred by the Obligors or any of them to any Finance Party or their assignee or successor on any current or other account whatever or otherwise in any manner whatever, in each case under each Finance Document to which the Obligors are a party, as amended, varied, restated, supplemented, substituted, replaced or novated:</p> <p>(a) whether present or future;</p> <p>(b) whether alone or jointly with any other person;</p> <p>(c) whether actual or contingent;</p> <p>(d) whether as principal or as surety;</p> <p>(e) whether express or implied;</p> <p>(f) in whatever name, form or style;</p> <p>(g) in whatever currency it is denominated;</p> <p>(h) whether originally owing to the Finance Party or purchased or otherwise acquired by the Finance Party, its assignee or successor; or</p> <p>(i) otherwise;</p> <p>including, without limitation:</p> <p>(a) all liabilities under or in connection with foreign exchange transactions, interest rate swaps and other arrangements entered into for the purpose of limiting exposure to fluctuations in interest or exchange rates;</p> <p>(b) all liabilities arising from the issue, acceptance, endorsement, confirmation or discount of any negotiable instruments, notes, bills, bonds, guarantees, indemnities, documentary or other credits or any instruments of any kind from time to time entered into by the Finance Party for or at the request of the Assignor; and</p> <p>(c) interest (which will accrue after as well as before any judgment) to the date of payment at such rates and upon such terms as may from time to time be agreed and all commission, fees and other charges and all legal and other costs, charges and expenses on a full and unqualified indemnity basis which are incurred by any Finance Party in connection with the Secured Liabilities or generally in respect of the Assignor or the Transaction Security Documents (including, without limitation, legal fees) on a full indemnity basis;</p> <p>in each case under the Finance Documents but excluding any obligation which, if it were included, would result in the Charge contravening Section 678 of the Companies Act 2006.</p> <p>(the "Secured Liabilities")</p>	

MG01s - continuation page

Particulars of a charge created by a company registered in Scotland

6	Short particulars of all the property charged	
	Please give the short particulars of the property charged.	
Short particulars	<p>DEFINITIONS</p> <p>Capitalised terms appearing in this Form MG01s and continuation pages and not otherwise defined shall have the same meaning as is ascribed to that term in the Credit Agreement.</p> <p>"Accession Deed" means a document substantially in the form set out in Schedule 10 (Form of Accession Deed) of the Credit Agreement or such other form as the Company and the Agent may from time to time agree (acting reasonably).</p> <p>"Acquisition" means an acquisition of an Acquisition Property or Acquisition Company pursuant to an Acquisition Agreement.</p> <p>"Acquisition Agreement" means each agreement dated relating to the sale and purchase of an Acquisition Property or an Acquisition Company and made between an Obligor and a Vendor.</p> <p>"Acquisition Company" means a limited liability company, which on the date of the relevant Acquisition, is in an Approved Jurisdiction which is the direct owner of an Acquisition Property and of which the entire issued share capital has or will be acquired by an Obligor after the date of the Credit Agreement with the proceeds of a Loan.</p> <p>"Acquisition Property" means any freehold or long leasehold property in an Approved Jurisdiction, acquired or to be acquired by an Obligor with the proceeds of a Loan under the Credit Agreement (including any such property owned by an Acquisition Company).</p> <p>"Agent" means The Royal Bank of Scotland plc as agent of the other Finance Parties.</p> <p>"Agreement for Lease" means an agreement to grant an Occupational Lease.</p> <p>"Approved Jurisdiction" means:</p> <ul style="list-style-type: none"> i) in respect of an Acquisition Company, Luxembourg, England, Scotland, Wales, Northern Ireland, British Virgin Islands, Republic of Ireland, Guernsey, Jersey or Cayman Islands or such other jurisdiction as approved by the Agent provided always that such jurisdiction shall only remain an Approved Jurisdiction to the extent in the Agent's opinion it is not a jurisdiction which would prejudice the Finance Parties' rights and interests under the Finance Documents which the Acquisition Company is required to enter into pursuant to the terms of the Credit Agreement; or ii) in respect of an Acquisition Property means England, Scotland, Wales, Northern Ireland or the Republic of Ireland. <p>"Arranger" means The Royal Bank of Scotland plc as mandated lead arranger.</p> <p>"Assignment Agreement" means an agreement substantially in the form set out in Schedule 7 (Form of Assignment Agreement) of the Credit Agreement or any other form agreed between the relevant assignor and assignee.</p>	

MG01s - continuation page

Particulars of a charge created by a company registered in Scotland

6	Short particulars of all the property charged	
	Please give the short particulars of the property charged.	
Short particulars	<p>"Commitment" means:</p> <p>i) in relation to an Original Lender, the amount set opposite its name under the heading "Commitment" in Part II of Schedule 1 (The Original Parties) of the Credit Agreement and the amount of any other Commitment transferred to it under the Credit Agreement; and</p> <p>ii) in relation to any other Lender, the amount of any Commitment transferred to it under the Credit Agreement;</p> <p>to the extent not cancelled, reduced or transferred by it under the Credit Agreement.</p> <p>"Company" means Metric Property Finance 1 Limited, a company incorporated in England and Wales with registration number 07403434.</p> <p>"Compliance Certificate" means a certificate substantially in the form set out in Schedule 8 (Form of Compliance Certificate) of the Credit Agreement or in such other form as the Company and the Agent may from time to time agree (acting reasonably).</p> <p>"Credit Agreement" means the £50,000,000 credit agreement between (amongst others) Metric Property Finance 1 Limited, the Original Lenders, the Agent and the Security Trustee dated 16 November 2010.</p> <p>"Debenture" means a debenture entered into by each Obligor in favour of the Security Trustee in a form and substance satisfactory to the Agent which if entered into after the first Utilisation Date shall be in substantially the same form and substance as the terms of the then subsisting Debenture (other than as a result of a change of law or regulation).</p> <p>"Duty of Care Deed" means a duty of care deed between an Obligor, the Security Trustee and the Managing Agent substantially in the form required by the Agent.</p> <p>"Facility" means the revolving loan facility made available under the Credit Agreement as described in Clause (b)2 (The Facility) of the Credit Agreement.</p> <p>"Fee Letter" means any letter or letters dated on or about the date of the Credit Agreement between the Arranger and the Company (or the Agent and the Company or the Security Trustee and the Company) setting out any of the fees referred to in Clause (b)13 (Fees) of the Credit Agreement.</p> <p>"Finance Document" means:</p> <p>i) the Credit Agreement;</p> <p>ii) each Accession Deed;</p> <p>iii) each Subordination Accession Deed;</p> <p>iv) each Transaction Security Document;</p>	

MG01s - continuation page

Particulars of a charge created by a company registered in Scotland

6	Short particulars of all the property charged	
	Please give the short particulars of the property charged.	
Short particulars	<p>v) any Compliance Certificate;</p> <p>vi) any Fee Letter;</p> <p>vii) any Hedging Agreement;</p> <p>viii) the Hedging Strategy Letter;</p> <p>ix) the Subordination Deed;</p> <p>x) each Duty of Care Deed;</p> <p>xi) any Utilisation Request;</p> <p>xii) any Transfer Certificate;</p> <p>xiii) any Assignment Agreement; and</p> <p>xiv) any other document designated as a "Finance Document" in writing by the Agent and the Company,</p> <p>in each instance as amended, varied, novated, supplemented, substituted, replaced, extended or restated.</p> <p>"Finance Party" means the Agent, the Arranger, the Security Trustee, the Servicer, a Lender or a Hedge Counterparty and "Finance Parties" shall mean all of them.</p> <p>"Hedge Counterparty" means the Original Hedge Counterparty or any person which has become a Party as a Hedge Counterparty in accordance with Clause (b)27.9 (Additional Counterparties) of the Credit Agreement.</p> <p>"Hedging Agreement" means any master agreement, confirmation, schedule or other agreement entered into or to be entered into by the Company and a Hedge Counterparty for the purpose of hedging the types of liabilities and/or risks in relation to the Facility which, at the time that that master agreement, confirmation, schedule or other agreement (as the case may be) is entered into, the Credit Agreement requires to be hedged.</p> <p>"Hedging Strategy Letter" means the letter detailing the hedging strategy agreed between the Agent and the Company and delivered to the Agent on or before the first Utilisation Date.</p> <p>"Leases" means:</p> <p>"Leases" means:</p> <p>i) Lease between Ediston Properties (Wick) Limited and Homebase Limited dated 13 March and 31 May 2006 and registered in the Books of Council and Session on 4 August 2006.</p>	

MG01s - continuation page

Particulars of a charge created by a company registered in Scotland

6

Short particulars of all the property charged

Please give the short particulars of the property charged.

Short particulars

- ii) Lease between Ediston Properties (Wick) Limited and The Edinburgh Woollen Mill Limited dated 22 and 30 May 2006 and registered in the Books of Council and Session on 10 August 2006.
 - iii) Lease between Wick Retail Limited and Carpetright plc dated 5 September and 15 October 2006 and registered in the Books of Council and Session on 26 October 2006.
 - iv) Lease between Ediston Properties (Wick) Limited and Argos Limited dated 6 March and 27 April 2006 and registered in the Books of Council and Session on 4 August 2006.
 - v) Lease between Ediston Properties (Wick) Limited and New Look Retailers Limited dated 28 February and 27 April 2006 and registered in the Books of Council and Session on 4 August 2006.
 - vi) Lease between Wick Retail Limited and Pets at Home Limited dated 13 and 17 November 2006 and registered in the Books of Council and Session on 24 November 2006.
 - vii) Lease between Ediston Properties (Wick) Limited and Superdrug Stores plc dated 3 April and 2 May 2006 and registered in the Books of Council and Session on 17 August 2006.
- "Legal Mortgage" means each supplemental legal mortgage entered into by an Obligor in favour of the Security Trustee in a form and substance satisfactory to the Agent in respect of an Acquisition Property which if entered into after the first Utilisation Date shall be in substantially the same form and substance as the terms of the then subsisting Legal Mortgage (other than as a result of a change of law or regulation).
- "Lender" means:
- i) any Original Lender; and
 - ii) any bank, financial institution, trust, fund or other entity which has become a Party as a Lender in accordance with Clause (b)27 (Changes to the Lenders) of the Credit Agreement, which in each case has not ceased to be a Lender in accordance with the terms of the Credit Agreement.
- "Loan" means at loan made or to be made under the Facility or the principal amount outstanding for the time being of that loan and "Loans" means the total aggregate of each Loan.
- "Majority Lenders" means:
- i) if there are no Loans then outstanding, a Lender or Lenders whose Commitments aggregate more than 662/3% of the Total Commitments (or, if the Total Commitments have been reduced to zero, aggregated more than 662/3% of the Total Commitments immediately prior to the reduction); or
 - ii) at any other time, a Lender or Lenders whose participations in the Loans then outstanding aggregate more than 662/3% of all the Loans then outstanding.

MG01s - continuation page

Particulars of a charge created by a company registered in Scotland

6

Short particulars of all the property charged

Please give the short particulars of the property charged.

Short particulars

"Managing Agent" means any managing agent appointed by an Obligor in respect of the Properties in accordance with Clause (b)25.11 (Managing Agent) of the Credit Agreement.

"Obligor" means the Assignor and each other Obligor (as defined in the Credit Agreement).

"Occupational Lease" means a lease or licence or other right of occupation or right to receive rent to which a Property may at any time be subject.

"Original Lenders" means The Royal Bank of Scotland plc.

"Properties" where used in the Credit Agreement means each of the properties listed in Schedule 2 (Properties) of the Credit Agreement and each Acquisition Property and "Property" means any of them. A reference to a "Property" is a reference to any of the Properties, in each case including each part of the property and all buildings, fixtures (including trade fixtures), fixed plant and machinery, furnishings, fittings, equipment, decoration and other structures at any time on it and all easements and rights attaching to it.

"Property" where used in the Charge means ALL and WHOLE the subjects known as South Road Retail Park, Wick, being the subjects registered in the Land Register of Scotland under Title Number CTH2159.

"Property Documents" means:

- i) an Agreement for Lease;
- ii) an Occupational Lease; and
- iii) any other document designated as such by the Agent and the Company.

"Rental Income" means all amounts at the date of the Charge or at any time in the future payable to or for the account of the Assignor in connection with the occupation of the Property (without double counting) including each of the following amounts:

- i) rent including any increase of rent or interim rent agreed by the Assignor and all other amounts payable under any Lease, Occupational Lease or Agreement for Lease;
- ii) amounts payable from any deposit held as security for the performance of any tenant's obligations or by any person who has given a guarantee and/or indemnity or other assurance against loss of those obligations;
- iii) any payment from a guarantor or other surety of any of the Tenants or any other payment in respect of any of the items listed in this definition;
- iv) any other money payable in respect of occupation and/or use of the Property including any fixture for display or advertisement;

MG01s - continuation page

Particulars of a charge created by a company registered in Scotland

6	Short particulars of all the property charged	
	Please give the short particulars of the property charged.	
Short particulars	<p>v) any profits, damages, compensation, settlement or expenses awarded or agreed as a result of any claim made by the Assignor in respect of the Property net of any costs, fees and expenses incurred but not reimbursed to the Assignor in connection with such claim;</p> <p>vi) any money payable under a policy of insurance in respect of loss of rent;</p> <p>vii) any amount payable or the value of any consideration to be given by or on behalf of a tenant for the surrender, renunciation or variation of any occupational lease or occupancy agreement;</p> <p>viii) any interest payable on any amount referred to above; and</p> <p>ix) any VAT.</p> <p>"Share Charge" means a charge over the shares in the Company dated on or about the date of the Credit Agreement entered into between the Shareholder and the Security Trustee in a form and substance satisfactory to the Agent.</p> <p>"Shareholder" means Metric Property Finance (Holdings) Limited, a company incorporated in England with company number 07403315.</p> <p>"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect in any jurisdiction.</p> <p>"Servicer" means any such person appointed by the Agent (acting upon the direction of the Majority Lenders) to act as a loan servicer under the Credit Agreement.</p> <p>"Subordination Accession Deed" means each accession deed in substantially the same form as set out in Schedule 1 of the Subordination Deed.</p> <p>"Subordination Deed" means a subordination deed dated on or about the date of the Credit Agreement and made between the Company, the Agent, the Security Trustee and the Shareholder.</p> <p>"Tenants" mean the tenants for the time being and from time to time under the Leases.</p> <p>"Total Commitments" means the aggregate of the Commitments, being £50,000,000 at the date of the Credit Agreement.</p> <p>"Transaction Security Documents" means:</p> <ul style="list-style-type: none"> i) each Debenture; ii) each Legal Mortgage; iii) the Share Charge; and 	

MG01s - continuation page

Particulars of a charge created by a company registered in Scotland

6

Short particulars of all the property charged

Please give the short particulars of the property charged.

Short particulars

iv) any other document entered into by any Obligor creating or expressed to create any Security over all or any part of its assets in respect of the obligations of any of the Obligors under any of the Finance Documents,

each in a form and substance satisfactory to the Agent.

"Transfer Certificate" means a certificate substantially in the form set out in Schedule 6 (Form of Transfer Certificate) of the Credit Agreement or any other form agreed between the Agent and the Company.

"Utilisation Date" means the date of a utilisation of the Facility, being the date on which the relevant Loan is to be made.

"Utilisation Request" means a notice substantially in the form set out in Schedule 4 (Utilisation Request - Loans) of the Credit Agreement or in such other form as the Agent and the Company may from time to time agree (acting reasonably).

"VAT" means value added tax as provided for in the Value Added Tax Act 1994 and any other tax of a similar nature.

"Vendor" means a vendor selling an Acquisition Property or Acquisition Company.



FILE COPY

**CERTIFICATE OF THE REGISTRATION
OF A CHARGE**

COMPANY NO. 299682

CHARGE NO. 6

I HEREBY CERTIFY THAT A CHARGE CREATED BY WICK
RETAIL LIMITED

ON 3 JUNE 2011

FOR SECURING ALL SUMS DUE OR TO BECOME DUE

IN FAVOUR OF THE ROYAL BANK OF SCOTLAND PLC

WAS DELIVERED PURSUANT TO SECTION 878 OF THE
COMPANIES ACT 2006 ON 10 JUNE 2011

GIVEN AT COMPANIES HOUSE, EDINBURGH 14 JUNE 2011



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES