

## Particulars of a charge created by a company registered in Scotland

# 410

**CHFP025**

Please do not  
write in this  
margin

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

**To the Registrar of Companies  
(Address overleaf – Note 6)**

For official use: Company number

III

SC222440

Name of company

\* *insert full name  
of company*

\* UPP (Aberdeen) Limited (the "Company")

Date of creation of the charge (note 1)

13 September 2001

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

Floating Charge (the "Charge")

Amount secured by the charge

All present and future obligations of the Company to the Secured Beneficiaries under the Finance Documents and/or any deed or document supplemental thereto, whether actual, contingent, sole, joint and/or several or otherwise, including, without prejudice to the foregoing generality, all obligations to indemnify the Security Trustee and/or one or all of the Security Beneficiaries (the "Secured Liabilities").

As defined in Rider 1

**Names and addresses of the persons entitled to the charge**

The Governor and Company of the Bank of Scotland incorporated by Act of Parliament and having its Head Office at the Mound, Edinburgh, EH1 1YZ (the "Security Trustee").

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

McGrigor Donald  
Pacific House  
70 Wellington Street  
Glasgow  
G2 6SB  
UPP1/IAIM/KW

For official use  
Charges Section

| Post room



SCT      SPF8L4D6      0123  
COMPANIES HOUSE      25/09/01

Short particulars of all the property charged.

Please do not  
write in  
this margin

The whole of the property (including uncalled capital) which is or may be from time to time comprised in the property and undertaking of the Company.

As defined in Rider 1

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)

1. The Company agrees that it shall be prohibited from granting or creating subsequent to the date of this Charge any Security Right (other than a Permitted Security Right), otherwise than in favour of the Security Trustee.

2. In the event that the Company grants or creates any Security Right in breach of the prohibition in 1 above, this charge shall rank in priority to such Security Rights.

As defined in Rider 1

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 M. E. Donald Date 24 Sept 2001

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.)

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

† delete as  
appropriate

**UPP (Aberdeen) Limited  
(the "Company")**

**Riders to Form 410**

**Rider 1 – Definitions**

In this Form 410, the following terms shall have the meanings set out below.

**"Bridge Facility"** means a bridge facility of up to £2,371,046;

**"Borrower"** means UPP (Aberdeen) Limited;

**"BoS"** means The Governor and Company of the Bank of Scotland and its successors, assignees and transferees;

**"BoS Documents"** means this letter, the Security Documents, and the Collateral Warranties and all documents supplemental to any of them;

**"Collateral Warranties"** means the collateral warranty agreements to be granted or assigned in favour of **BoS** from such parties and all in forms approved by **BoS** (such approval not to be unreasonably withheld or delayed) and **"Collateral Warranty"** means any of them;

**"Deed of Subordination"** means the deed of subordination among, *inter alia*, **BoS**, the Borrower, Barclays European Infrastructure Finance Limited, and Jarvis plc of even date herewith;

**"Facility Letter"** means the Agreement of 13 September 2001 entered into between the Company, UPP (Aberdeen) Limited and the Security Trustee as such Agreement is amended, varied, supplemental, novated or replaced from time to time;

**"Finance Documents"** means the Senior Documents and the Subordinated Documents;

**"FM Agreement"** means the 30 year facilities management agreement of even date herewith between the Borrower and the FM Contractor;

**"FM Contractor"** means Jarvis Workspace FM Limited (No. 3511197) Frogmore Park, Watton at Stone, Hertford;

**"FM Direct Agreement"** means the direct agreement in respect of the FM Agreement between **BoS** and Jarvis Workspace FM Limited dated of even date herewith;

**"FM Guarantee"** means the guarantee in respect of the FM Agreement granted by Jarvis plc of even date herewith;

**"Insurances"** means the policies of insurance referred to in paragraph 2.1 of Schedule 3 of the Facility Letter namely: the appropriate policies of insurance of its business and assets as a prudent company in or similar business would effect and maintain (in particular, without limiting that generality the insurance policies referred to in the Insurance Report);

**"Insurance Report"** means the report by Marsh to **BoS** dated on or about the date the 13 September 2001 on the insurance aspects of each Property and the business of the Borrower;

**"Instrument"** means the deed dated on or about the date hereof entered into by the Borrower pursuant to which the Borrower created and authorised the issue of Secured Loan Notes;

**"Junior Lenders"** means Barclays European Infrastructure Limited;

**"Noteholders"** means Barclays European Infrastructure Limited and Jarvis Plc;

**"Permitted Security Rights"** means (1) liens and rights of set-off securing obligations which are not overdue beyond their due payment dates, arising by operation of law in the ordinary and usual course of trading (2) Security Rights arising out of title retention provisions in a supplier's standard conditions of supply of goods acquired in the ordinary and usual course of trading or (3) Security Rights granted in terms of the BoS Documents or with the prior written approval of **BoS** (4) Security Rights which are deferred in priority to the rights of **BoS** under the BoS Documents pursuant to the Deed of Subordination;

**"Property"** means each property listed in Schedule 12 of the Facility Letter namely;

- (i) Linksfield Halls, Linksfield Road, Aberdeen, Scotland,
- (ii) Don Street Flats, Don Street, Aberdeen,
- (iii) St Peter Street Hall, St Peter Street, Aberdeen, Scotland,
- (iv) Rosemount Hall, Farmer's Hall Lane, Rosemount, Aberdeen;

**"Rent Receipts Account"** means a current account in the name of the Borrower;

**"Repayments Account"** means a current account in the name of the Borrower;

**"Secured Loan Notes"** means the secured loan notes as constituted by the Instrument or, as the case may be, the principal amounts represented by them and for the time being issued and outstanding;

**"Security Beneficiaries"** means **BoS**, the Security Trustee, the Junior Lenders and the Noteholder;

**"Security Documents"** means the security documents listed under the heading of Security in Schedule 1 of the Facility Letter namely:

- (i) A first and only standard security over each Property,
- (ii) A first and only floating charge from the Borrower,
- (iii) An assignation in security in respect of the FM Agreement, the Insurances and the FM Guarantee and the Subscription Agreement,
- (iv) First fixed charges over each of the Rent Receipts Account, the Repayments Account and the Sinking Fund Account,
- (v) Assignation of Collateral Warranties,
- (vi) FM Direct Agreement,
- (vii) Deed of Subordination,

- (viii) Evidence of release of all existing security in respect of each Property,
- (ix) Evidence of a disposition of each Property to the Borrower, the existence of a valid and marketable title for the Property held by the Borrower including searches and letters of obligation all to the satisfaction of **BoS**,
- (x) Letters of credit in respect of the full amount of the Bridge Facility;

**"Security Rights"** means any mortgage, charge, security, pledge, lien, right of set-off, right to retention of title or other encumbrance, whether fixed or floating, over any present or future property, assets or undertaking;

**"Senior Documents"** means the Facility Letter, **BoS'** interest in the Security Documents, any other security interest granted to **BoS** pursuant to the Facility Letter and any other documents entered into pursuant to any of the foregoing;

**"Shareholders"** means Barclays European Infrastructure Limited and Jarvis plc;

**"Shareholders Agreement"** means the shareholders agreement dated on or about the date hereof, relating to the operation of the business of the Company and made between Barclays European Infrastructure Limited, Jarvis plc and the Company;

**"Sinking Fund Account"** means a current account in the name of the Borrower;

**"Subordinated Documents"** means the Instrument, the Junior Loan Agreements, the Shareholders Agreement, the Subscription Agreement, the Interest of the Junior Lenders and Noteholders in the Security Documents and any documents entered into ancillary to or pursuant to any of the foregoing;

**"Subscription Agreement"** means the subscription agreement of even date among the Borrower, Barclays European Infrastructure Finance Limited and Jarvis plc.

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## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number 222440

I hereby certify that a charge created by

UPP (ABERDEEN) LIMITED

on 13 SEPTEMBER 2001

for securing

ALL OBLIGATIONS AS CONTAINED IN THE FINANCE DOCUMENT

in favour of

THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND

was delivered pursuant to section 410 of the Companies Act, 1985,  
on 25 SEPTEMBER 2001

Given at Companies House, Edinburgh  
26 SEPTEMBER 2001



C O M P A N I E S   H O U S E



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

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

**REGISTER**

OF

**Charges**

**Alteration to Charges**

**Memoranda of Satisfaction**

AND

**Appointments and Cessations**

**of Receivers**

OF

**UPP (ABERDEEN) LIMITED**

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: SC222440 CHARGE: 1

(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
25/09/2001		13/ 9/01 FLOATING CHARGE		ALL OBLIGATIONS AS CONTAINED IN THE FINANCE DOCUMENT	UNDERTAKING AND ALL PROPERTY AND ASSETS PRESENT AND FUTURE OF THE COMPANY INCLUDING UNCALLED CAPITAL	THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND



# 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: SC222440 CHARGE: 1

(8)	(9)	(10)	(11)	(12)		
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	Receiver		
				Name	Date of Appointment	Date of Ceasing to act
COMPANY ARE EXPRESSLY PROHIBITED FROM CREATING SUBSEQUENT FIXED SECURITY HAVING PRIORITY OVER OR RANKING EQUALLY WITH THE FLOATING CHARGE						