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COMPANIES FORM No. 410(Scot)

Particulars of a charge created by a company registered in Scotland

A fee of £13 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

410

CHFP025

Please do not
write in this
margin



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

117

292318

Name of company

* ST James Edinburgh Limited

Date of creation of the charge (note 1)

Dated 16 July 2009 and also intimated 16 July 2009

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

Assignment of Rents

Amount secured by the charge

See paper apart

If there is not enough
space on this form
you may use the
prescribed
continuation sheet
410cs

Names and addresses of the persons entitled to the charge

Lloyds TSB Bank PLC ("Security Trustee")

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

DLA Piper Scotland LLP
Rutland Square
EDINBURGH
EH1 2AA

08700 111 111

For official use (22/05)
Charges Section

THURSDAY



SCT

SHSJES1
23/07/2009
COMPANIES HOUSE

132

Short particulars of all the property charged.

Rental Income - see Paper Apart for definition.

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)

Not applicable.

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

None

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

Signed

Det Pye Scotland LLP

Date 22/7/2009

On behalf of ~~XXXXXX~~ [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. A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders are to be made payable to **Companies House**.

6. The address of the Registrar of Companies is: Companies House, 139 Fountainbridge, Edinburgh EH3 9FF
DX 235 Edinburgh or LP - 4 Edinburgh 2

† delete as
appropriate

Paper Apart Re Form 410 re Assignment of Rents - St James Edinburgh Limited.

The following words and phrases have the following meanings:

"Facilities Agreement" means the £75,000 sterling terms loan facilities agreement dated on or around 16 July 2009 and as varied, restated and supplemented from time to time, made between (1) Mourant Property Trustees Limited as Trustee for the St James Edinburgh Unit Trust (as "Borrower") (2) St James Edinburgh Limited (as "Guarantor and Nominee") (3) Lloyds TSB Bank plc (as "Arranger", "Agent" and "Security Trustee") (4) the financial institutions listed in Schedule 1 thereto (as "Original Lenders") pursuant to which the Original Lenders have agreed to make certain facilities available to the Borrower.

" Property" means the development known as St James Centre and St James House, Edinburgh.

"Standard Security" means the standard security dated 16 July 2009 granted by the Guarantor and Nominee in favour of the Security Trustee in respect of the property known as the St James Centre and St James House, Edinburgh and to be registered in the Land Register for Scotland.

"Rental Income" means all amounts arising from the letting, use or occupation of any part of the Property including (but without double counting):

- (a) rents, licence fees and equivalent sums reserved or made payable;
- (b) sums received from any deposit held as security for performance of any tenant's obligations;
- (c) any other moneys payable in respect of use and/or occupation;
- (d) any sum allowed or apportionment made in respect of rent in favour of the purchaser of any part of the Property ;
- (e) loss of rent insurance proceeds;
- (f) any VAT;
- (g) sums paid as reimbursement of expenses incurred or on account of expenses to be incurred in: the management, maintenance and repair of; the provision of services in respect of; and the payment of

premiums and other costs associated with the insurance of, any part of the property ;

- (h) proceeds paid for a breach of obligation under any Lease of any part of the Property and for expenses incurred in relation to any such breach;
- (i) any contribution to a sinking fund paid by a tenant;
- (j) any contribution by a tenant to ground rent due under any lease out of which the Nominee derives its interest in any part of the Property
- (k) any payment from a guarantor or other surety in respect of any of the items listed in this definition;
- (l) interest, damages or compensation in respect of any of the items in this definition;

Amount Secured by the Charge

means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or alone or in any other capacity whatsoever by each Obligor (as defined in the Facilities Agreement) to the Security Trustee and or other Secured Parties (as defined in the Facilities Agreement) or any of them) under or pursuant to any Finance Document (as defined in the Facilities Agreement) including all monies covenanted to be owed under the Standard Security



FILE COPY

**CERTIFICATE OF THE REGISTRATION
OF A CHARGE**

COMPANY NO. 292318

CHARGE NO. 7

**I HEREBY CERTIFY THAT A CHARGE CREATED BY ST JAMES
EDINBURGH LIMITED**

ON 16 JULY 2009

FOR SECURING ALL SUMS DUE OR TO BECOME DUE

IN FAVOUR OF LLOYDS TSB BANK PLC

**WAS DELIVERED PURSUANT TO SECTION 410 OF THE
COMPANIES ACT 1985 ON 23 JULY 2009**

GIVEN AT COMPANIES HOUSE, EDINBURGH 24 JULY 2009



Companies House
— for the record —



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**