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COMPANIES FORM No. 410(Scot)

Particulars of a charge created by a company registered in Scotland

410

A fee of £13 is payable to Companies House in
respect of each register entry for a mortgage or
charge

CHFP025

Please do not
write in this
margin

Pursuant to section 410 of the Companies Act 1985

COMPANIES HOUSE
FEE PAID
EDINBURGH

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number

1118

SC292318

Name of company

* St James Edinburgh Limited (the "Company")

Date of creation of the charge (note 1)

16 July 2009

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 and liabilities (whether actual or contingent and whether owed jointly or severally or alone or in any other capacity whatsoever) of each Obligor to the Security Trustee and/or the other Secured Parties (or any of them) under or pursuant to any Finance Document (including all monies covenanted to be paid under the Charge) (the "Secured Obligations")

Please refer to the Paper Apart for definitions.

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 as security trustee for the Secured Parties (Company Number 00002065) having its registered office at 25 Gresham Street, London, EC2V 7HN (the "Security Trustee")

Presenter's name address telephone
number and reference (if any):
DLA Piper Scotland LLP
249 West George Street
GLASGOW
G2 4RB

0141 305 5447
59768/220206/JC

For official use (02/06)
Charges Section

SATURDAY



SHQ3VBU2

SCT

25/07/2009

547

COMPANIES HOUSE

Short particulars of all the property charged.

The whole of the property (including uncalled capital) which is or may from time to time, while the Charge is in force, be comprised in the property and undertaking of the Company (the "**Secured Assets**").

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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)

Unless otherwise agreed in writing by the Security Trustee and subject to section 464(2) of the Companies Act 1985:

- (a) the Company shall not create any fixed security or other floating charge over any part of the Secured Assets after the date of the Charge except any fixed security in favour of the Security Trustee; and
- (b) the Charge shall rank in priority to any fixed security or other floating charge created by the Company after the date of the Charge except any fixed security in favour of the Security Trustee.

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

n/a

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

Signed DLA Piper Scotland LLP

Date 23/07/09

On behalf of ~~XXXXXXXX~~ [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 to Form M410

St James Edinburgh Limited (formerly known as SF3030 Limited)

Company Number SC292318

Part 1 - Definitions

"Affiliate" means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company;

"Agent" means Lloyds TSB Bank Plc;

"Arranger" means Lloyds TSB Bank Plc;

"Borrower" means Mourant Property Trustees Limited, in its capacity as trustee for the St James Edinburgh Unit Trust (incorporated under the laws of Jersey with registered number 87660);

"Commitment" means:

- (a) in relation to an Original Lender, the amount in Sterling set opposite its name under the heading "*Commitment*" in schedule 1 of the Facilities Agreement (*The Original* and the amount of any other Commitment transferred to it under this Agreement; and
- (b) in relation to any other Lender, the amount in Sterling of any Commitment transferred to it under the Facilities Agreement,

to the extent not cancelled, reduced or transferred by it under the Facilities Agreement;

"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Security Trustee;

"Facilities Agreement" means the facilities agreement dated 16 July 2009 and made between (1) Mourant Property Trustees Limited as trustee for the St James Edinburgh Unit Trust as Borrower, (2) the Company as Guarantor, (3) the Company as Nominee, (4) Lloyds TSB Bank plc as Arranger, (5) the Financial Institutions set out in Schedule 1 thereto as Original Lenders, (6) Lloyds TSB Bank plc as Agent and (7) Lloyds TSB Bank plc as Security Trustee (all as defined therein) pursuant to which the Original Lenders agreed to make certain facilities available to the Borrower;

"Finance Document" means:

- (a) the Facilities Agreement;
- (b) each Compliance Certificate;
- (c) the Fee Letter;
- (d) any Hedging Agreement;
- (e) any Hedging Letter;
- (f) any Intercreditor Deed;
- (g) the Transaction Security Documents;
- (h) the Utilisation Request; and
- (i) any other document designated as such by the Agent and the Borrower;

Each as further defined in the Facilities Agreement.

"Finance Party" means the Agent, the Arranger, the Security Trustee, each Lender or the Hedge Counterparty and **"Finance Parties"** shall be construed accordingly;

"Guarantor" means the Company;

"Hedge Counterparty" means a Lender or an Affiliate of a Lender which is the counterparty to a Hedging Agreement;

"Hedging Agreement" means any master agreement, confirmation, schedule, novation or other agreement in the agreed form entered into or to be entered into by the Borrower and a Hedge Counterparty for the purpose of hedging interest rate liabilities in relation to all or part of the Facility in accordance with the Hedging Letter;

"Hedging Letter" means a letter from the Borrower to the Agent setting out a hedging strategy acceptable to the Original Lenders, designated as the Hedging Letter by the Borrower and the Agent;

"Holding Company" means, in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary;

"Lender" means:

- (a) any Original Lender; and
- (b) any bank, financial institution, trust, fund or other entity which has become a Party in accordance with clause 25 of the Charge and who has any Commitment or Loan transferred to it,

which in each case has not ceased to be a Party in accordance with the terms of the Facilities Agreement;

"Loan" means a loan made or to be made under the Facilities Agreement or (as appropriate) the principal amount outstanding thereof;

"Nominee" means the Company;

"Obligor" means:

- (a) the Borrower;
- (b) the Nominee; and
- (c) the Guarantor.

"Original Lenders" means Lloyds TSB Bank Plc;

"Party" means a party to the Facilities Agreement;

"Receiver" means a receiver or receiver and manager or administrative receiver of the whole or any part of the assets the subject of the Transaction Security or any other Security held by a Secured Party;

"Secured Parties" means:

- (a) each Finance Party;
- (b) any Receiver;
- (c) any Delegate;

"Security" means a mortgage, charge, standard security, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect;

"Sterling" and **"£"** mean the lawful currency of the United Kingdom;

"Subsidiary" of a company or corporation means any company or corporation:

- (a) which is controlled, directly or indirectly by the first-mentioned company or corporation; or
- (b) more than half the issued share capital of which is beneficially owned, directly or indirectly, by the first-mentioned company or corporation; or
- (c) which is a subsidiary of another subsidiary of the first mentioned company or corporation;

and, for these purposes, a company or corporation shall be treated as being controlled by another if that other company or corporation is able to direct its affairs and/or to control the composition of its board of directors or equivalent body;

"Transaction Security" means the Security created or expressed to be created in favour of the Security Trustee pursuant to the Transaction Security Documents;

"Transaction Security Documents" means:

- (a) a first and only standard security over the Charged Properties;
- (b) an assignation of Rental Income over the Charged Properties;
- (c) the Security Agreement;
- (d) the Managing Agent's Deed;
- (e) the Property Advisor's Deed;
- (f) the Fiscal Agency Deed;
- (g) the HSCF Edinburgh Security Interest Agreement ;
- (h) a charge over the shares in the Nominee;
- (i) a Scottish law governed floating charge over the Nominee; and
- (j) the Subordination Deed;

Each as further defined in the Facilities Agreement.



FILE COPY

**CERTIFICATE OF THE REGISTRATION
OF A CHARGE**

COMPANY NO. 292318

CHARGE NO. 8

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 LLP

WAS DELIVERED PURSUANT TO SECTION 410 OF THE
COMPANIES ACT 1985 ON 25 JULY 2009

GIVEN AT COMPANIES HOUSE, EDINBURGH 28 JULY 2009



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES