

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 Bayerische Landesbank, London Branch ("Security Trustee")

Address Bavaria House, 13/14 Appold Street

London

Postcode E C 2 A 2 N 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

The Chargor's whole right, title and interest, present and future, in and to the Rental Income due and to become due to the Chargor in terms of the Leases

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 ①

N/A

① 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

Signature ②

Please sign the form here.

Signature

Signature

X

Graham Murray
PARTNER FOR TODS MURRAY LLP

X

② Signature

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

MG01s

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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 Fraser Bennett

Company name Tods Murray LLP

Address Edinburgh Quay

133 Fountainbridge

Edinburgh

Post town

County/Region

Postcode E H 3 9 A G

Country

DX DX ED58 Edinburgh

Telephone 0131 656 2000



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

"Accession Letter" shall have the meaning given to it in the Credit Agreement;

"Additional Guarantor" shall have the meaning given to it in the Credit Agreement;

"Agent" means means Bayerische Landesbank, London Branch as agent for the Finance Parties;

"Arranger" means Bayerische Landesbank, London Branch;

"Borrower" means Cetza Trustees 3 Limited and Cetza Trustees 4 Limited in their capacities as joint trustees of the Unit Trust;

"Call Option Deed" shall have the meaning given to it in the Credit Agreement;

"Charge Document" means the assignation of rental income granted by the Chargor in favour of the Security Trustee dated 11 May 2011;

"Companies Acts" means the Companies Act 1985 and the Companies Act 2006, as amended from time to time;

"Credit Agreement" means the £70,000,000 term loan facility dated 11 May 2011 and entered into among, *inter alios*, the Agent, the Borrower, the Company and the Security Trustee;

"Fee Letter" shall have the meaning given to it in the Credit Agreement;

"Finance Document" means the Credit Agreement, the Call Option Deed, any Fee Letter, the Funding Indemnity, any Transfer Certificate, any Accession Letter, each Hedging Agreement, each Subordination Deed, each Transaction Security Document and any other document designated as such by the Agent;

"Finance Party" means the Agent, the Arranger, a Lender, the Security Trustee or a Hedging Counterparty;

"Funding Indemnity" shall have the meaning given to it in the Credit Agreement;

"Guarantor" means the Original Guarantor or an Additional Guarantor;

"Hedging Agreement" shall have the meaning given to it in the Credit Agreement;

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

"Hedging Counterparty" means the Original Hedging Counterparty and any person which has become a Hedging Counterparty in accordance with the Credit Agreement;

"Leases" means the leases of the Property, as the said Leases are detailed in Part 4 of the Schedule to the Charge Document and as the same may be amended, supplemented or varied in any way from time to time;

"Lender" means the Original Lender and any bank, financial institution, trust, fund or other entity which becomes a Lender in accordance with the Credit Agreement;

"Obligors" means the Borrower, each Trustee in its sole capacity as trustee of the Unit Trust, the Chargor and each Guarantor;

"Original Guarantor" means St James Edinburgh Limited;

"Original Hedging Counterparty" means Bayerische Landesbank;

"Original Lender" means Bayerische Landesbank, London Branch;

"Property" means ALL and WHOLE the subjects at the development known as The St James Centre, Edinburgh registered in the Land Register for Scotland under Title Number MID 83949; ALL and WHOLE the tenant's leasehold interest in the subjects at the development known as The St James Centre, Edinburgh registered in the Land Register of Scotland under Title Number MID83951; and ALL and WHOLE the tenant's leasehold interest in the subjects known as St James House, Edinburgh registered in the Land Register of Scotland under Title Number MID91678;

"Rental Income" means such rent and other monies to include, without limitation, arrears of rent (if any) existing as at the date hereof, such increase of rent as may become payable following a review of rent and all interest as may be payable from time to time on such rent under the Leases;

"Secured Liabilities" means all or any monies or liabilities which shall from time to time (and whether on or at any time after demand or without demand) be due, owing or incurred in whatsoever manner to the Finance Parties by the Obligors under the Finance Documents (including any liability in respect of any further advances made under the Finance Documents or arising pursuant to any amendment, substitution or novation of a Finance Document), however fundamental and however the same may increase or otherwise change;

"Subordination Deed" shall have the meaning given to it in the Credit Agreement;

"Transaction Security Document" shall have the meaning given to it in the Credit Agreement;

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

"Transfer Certificate" shall have the meaning given to it in the Credit Agreement;

"Trustees" means the trustees from time to time of the Unit Trust; and

"Unit Trust" means St James Edinburgh Unit Trust (formerly the CPP (Pearl) Property Trust.



FILE COPY

**CERTIFICATE OF THE REGISTRATION
OF A CHARGE**

COMPANY NO. 292318

CHARGE NO. 14

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

ON 14 JULY 2011

FOR SECURING ALL SUMS DUE OR TO BECOME DUE

IN FAVOUR OF BAYERISCHE LANDESBANK

WAS DELIVERED PURSUANT TO SECTION 878 OF THE
COMPANIES ACT 2006 ON 19 JULY 2011

GIVEN AT COMPANIES HOUSE, EDINBURGH 20 JULY 2011



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES