COMPANIES FORM No. 395

Particulars of a mortgage or charge

4165817

395

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

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

For official use | Company number

14259

Name of company

* HSBC BANK PLC

Date of creation of the charge

8/2/03.

Description of the instrument (if any) creating or evidencing the charge (note 2)

STANDARD SECURITY

Amount secured by the mortgage or charge

IN SECURITY OF PERFORMANCE OF OBLIGATIONS AD FACTUM PRAESTANDUM INCUMBENT ON THE COMPANY IN TERMS OF CLAUSE 8 AND PART 5 OF THE SCHEDULE TO GROUND LEASE BY THE COMPANY IN FAVOUR OF THE CHARGEE

(See Paper Apart)

Names and addresses of the mortgagees or persons entitled to the charge

HAMILTON PARK DEVELOPMENTS (PLOT 7C) LIMITED, PHOENIX HOUSE, PHOENIX CRESCENT, STRATHCLYDE BUSINESS PARK, BELLSHILL

Postcode

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

McGrigor Donald
Pacific House
70 Wellington Street
Glasgow
G2 6SB

BAM/TDA/HF0045.000816

Time critical reference

For official Use
Mortgage Section | Post room

AZP5NIRZ
A13 0887
COMPANIES HOUSE 25/02/03

CHFP025

Please do not write in this margin

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

* insert full name of Company

Short particulars of all the property mortgaged or charged

ALL and WHOLE that area or piece of ground extending to 1.79 acres of thereby known as and forming Plot 7 C forming part of Hamilton International Technology Park all as shown outlined red on the plan annexed and signed as relative hereto ("the Plan") being part and portion of the those subjects registered under Title Number LAN 123314 and which subjects hereby secured are so secured together with (One) the whole buildings and other erections (if any) thereon; (Two) the parts privileges and pertinents thereof; (Three) the whole rights common, mutual or sole effeiring thereto; (Four) the fittings and fixtures therein and thereon and (Five) HSBC's whole right title and interest present and future therein and thereto;

Please do not write in this margin

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

Particulars as to commission allowance or discount (note 3)

NONE

Signed [signature] Date 24.2.03

On behalf of [~~company~~] [mortgagee/chargee] †

A fee of £10 is payable to Companies House in respect of each register entry for a *mortgage or* charge. (See Note 5)

† delete as appropriate

Notes

1 The original instrument (if any) creating or evidencing the charge, together with these prescribed *particulars correctly completed must be delivered to the Registrar of Companies within 21 days after* the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.

2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.

3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
(a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
(b) procuring or agreeing to procure subscriptions, whether absolute or conditional,
for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.

4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.

5 Cheques and Postal Orders are to be made payable to **Companies House.**

6 The address of the Registrar of Companies is:-

Companies House, Crown Way, Cardiff CF14 3UZ

PAPER APART TO FORM 395

The following definitions apply to this Paper Apart

"Approved Drawings and Specifications"	at any time when the same require to be identified, the outline drawings and specifications listed in Part 4 of the Schedule to the Ground Lease;
"Development Works"	the works to be carried out to form an office development with ancillary car parking, landscaping and others on the Subjects *inter alia* in accordance with the Approved Drawings and Specifications and the provisions of the Ground Lease;
"Ground Lease	means the Ground Lease of the Subjects by the Landlord in favour of the Tenant dated 30 January 2003;
"Group Company "	means any subsidiary or holding company of the Landlords' or a subsidiary of such holding company (as the terms "subsidiary" and "holding company" are defined in Section 736 of the Companies Act 1985);
"Landlords"	means the Company;
"Local Authority Completion Certificate"	a Local Authority Completion Certificate in respect of the Development Works which proceeds upon building warrants issued in respect of an application which refers to drawings and specifications which are consistent in all respects with the Approved Drawings and Specifications;
"Plot 7"	the property registered in the Land Register under title number LAN 123314;

"Standard Security"	the Charge hereby registered;
"the Subjects"	those subjects secured by the Standard Security; and
"Tenants"	Means the Chargeholder;
"Validly Executed"	means executed in accordance with the requirements of Sections 3 and 7 and Schedule 2 of the Requirements of Writing (Scotland) Act 1995.

CLAUSE 8

8 PURCHASE OPTION

8.1 The Landlords hereby grant to the Tenants an option to purchase the whole of the Landlords' interest in the Subjects (comprising for the avoidance of doubt the heritable interest in the Subjects) and that on the terms set out in Part 5 of the Schedule and which Option may be exercised by the Tenants by serving notice to that effect on the Landlords at any time after the date of the Local Authority Completion Certificate for the Development Works but prior to the expiry of the period of ten years commencing on the date of the Local Authority Completion Certificate (time being of the essence) failing which such purchase option shall be deemed *pro non scripto*.

8.2 The Standard Security shall be discharged by the Tenants on demand by the Landlords at any time after the earlier of (i) the date of expiry of said ten year period if no notice has been served timeously by the Tenants in accordance with the terms of Clause 8.1 and (ii) the Completion Date (as that term is defined in Part 5 of the Schedule).

8.3 The Landlords hereby undertake not to sell, dispose of or deal with its interest in the Landlords' part of this Lease to any party prior to:-

8.3.1 if the Tenants do not serve notice in terms of Clause 8.1, the expiry of the ten year period; or

8.3.2 if the Tenants serve notice in terms of Clause 8.1, the rescission of the contract created by service of such notice;

PROVIDED ALWAYS that the Landlords notwithstanding the foregoing shall be entitled to sell or transfer its interest in this Lease to any Group Company or to any third party who (1) becomes entitled to a Major Interest and (2) has delivered to the Tenants a Validly Executed undertaking in favour of the Tenants in *mutatis mutandis* the same terms and conditions of (a) Clause 5 of the Missives and (b) this Clause 8 and Part 5 of the Schedule provided that any such transferee grants to the Tenants a valid and effective first ranked standard security (validly Executed by such transferee) over the Landlords' interest in this Lease in terms *mutatis mutandis* as the standard security dated on or around the Date of Entry.

PART 5 of the SCHEDULE – PURCHASE OPTION

1 **Date of Entry and Purchase Price**

1.1 Entry and vacant possession of the whole of the Landlords' interest in the Subjects including the Pertinents (as described in Clause 8.1 of the foregoing Lease) but under reservation of the Reserved Rights specified in paragraphs 1 and 2 of Part 2 of the Schedule **("the Landlords' Interest")** shall be given in exchange for the Purchase Price payable in terms of paragraph 1.2 on the first working day occurring 28 days after the date of service of the Tenants notice given under Clause 8.1 or such other date as may be agreed in writing between the Tenants and the Landlords (herein referred to as **"the Completion Date"**).

1.2 The Purchase Price payable by the Tenants is as follows:-

(a) if the Completion Date occurs before 1 February 2006, shall be £10,100; or

(b) if the Completion Date occurs on or after 1 February 2006, shall be calculated in accordance with the following formula:-

$$P = £10,100 \times \frac{RPIn}{RPIa}$$

P equals the Purchase Price;

RPI means the General Index of Retail Prices (All items published by the Central Statistical Office);

RPIa is the RPI for January 2003;

RPIn is the RPI for the month preceding the Completion Date.

The Purchase Price is exclusive of any Value Added Tax which may be chargeable thereon and shall be paid by instantaneous Bank transfer of cleared funds to such Bank Account as the Landlords may nominate. For the avoidance of doubt such transfer shall be treated as received only when the transfer has been received and credited to said account

1.3 It is an essential condition that the Purchase Price (and, in exchange for a valid VAT invoice addressed to the Tenants, any Value Added Tax thereon) is paid in full by the Tenants to the Landlords in manner aforesaid on the Completion Date.

1.4 In the event that the Purchase Price (and any Value Added Tax thereon) or any part thereof is not paid in full on the Completion Date, then (subject as aftermentioned) whether consignation of the Purchase Price (and any Value Added Tax thereon) has taken place or not and whether the Tenants have taken entry or not, interest will accrue on the Purchase Price (and any Value Added Tax thereon) at the rate of 4 per cent per annum above the Base Rate from time to time in force of the Bank of Scotland from the Completion Date until full payment of the Purchase Price (and any Value Added Tax thereon) is made. In computing such interest, there shall be disregarded any period or periods of delay arising from a failure on the part of the Landlords or its Solicitors to implement its obligations in terms of this Part 5.

2 **Title Obligations/Overriding Interests**

2.1 The title deeds for the Subjects were exhibited to the Tenants prior to the Date of Entry and the Tenants hereby confirm that, as at the Date of Entry under this Lease and as at the Completion Date, subject to the delivery of clear searches and others in accordance with paragraph 4 of this Part of the Schedule they are wholly satisfied:-

2.1.1 that the Landlords' title to the Subjects is valid and marketable;

2.1.2 as to the extent of the Subjects; and

2.1.3 that there were no restrictions or any unduly onerous or restrictive conditions in the title deeds for the Subjects which, could have an adverse effect upon the value of the Subjects.

3 **Passing of Risk**

3.1 The Landlords shall not be responsible for and the Tenants shall have no claim whatsoever against the Landlords in the event of deterioration in the condition of or damage to or destruction of the Subjects whenever or howsoever caused.

4 **Settlement**

4.1 Settlement of the purchase shall take place on the Completion Date when the Landlords in exchange for payment of the Purchase Price shall in exchange for the delivery of (i) a valid discharge of the Standard Security by the Tenant and (ii) signed forms and a cheque for registration dues to permit registration of the discharge in the Land Register:-

4.1.1 deliver or exhibit a Land Certificate without exclusion of indemnity under Section 12(2) of the Land Registration (Scotland) Act 1979 together with a Form 12 Report brought down to a date as near as practicable to the Completion Date and showing no entries adverse to the Landlords' Interest, the cost (if any) of said Report being the responsibility of the Landlords. In addition, the Landlords will upon request furnish to the Tenants or their nominees such documents and evidence as the Keeper may require to enable the interest of the Tenants or their nominees as proprietor of the Landlords' Interest to be registered in the Land Register without exclusion of indemnity under Section 12(2) of the Land Registration (Scotland) Act 1979. The Land Certificate to be issued to the Tenants or their nominees will disclose no entry, deed or diligence prejudicial to the Tenants' or their nominees interest to be acquired thereunder other than such as are created by or against the Tenants or their nominees or have been disclosed to and accepted in writing by the Tenants prior to the Completion Date;

4.1.2 exhibit or deliver a Search in the Register of Charges and Companies File in respect of the Landlords such Search being from the date of commencement of the Register of (if later) the date of incorporation of the Landlords up to a date as near as practicable to the Completion

Date which search shall be clear of any entries prejudicial to the grant of the disposition of the Landlords' Interest in favour of the Tenants or their nominees;

4.1.3 in the event of there being in existence any Floating Charge granted by the Landlords over property of which the Landlords' Interest or any part thereof forms part, deliver a letter of non-crystallisation in the chargeholders standard form releasing the Landlords' Interest from the charge;

4.1.4 deliver a validly executed Disposition conveying the Landlords' Interest in favour of the Tenants or their nominees, which Disposition, where the Completion Date occurs prior to 5 May 2007, shall incorporate the use restriction contained in Clause 5.5 of the foregoing Ground Lease; and

4.1.5 Without prejudice to the terms of paragraph 2.1 of this part of the Schedule, grant entry and vacant possession to the Landlord's Interest to the Tenants, subject to this Lease and any leases granted out of this Lease and any other rights of occupation created by the Tenants or their predecessors in title.

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COMPANIES FORM No. 398

Notice of registration in Scotland or Northern Ireland of a charge comprising property situate there

398

CHFP025

Please do not write in this margin

Pursuant to section 398(4) of the Companies Act 1985

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

To the Registrar of Companies
(Address overleaf)

Company number

14259

Name of company

* insert full name of company

* HSBC BANK PLC

I THOMAS DUNCAN ANDERSON

of McGRIGOR DONALD, PACIFIC HOUSE, 70 WELLINGTON STREET, GLASGOW G2 6SB

§ give date and parties to charge

certify that the charge§ DATED 30 JANUARY 2003 BY HSBC BANK PLC IN FAVOUR OF HAMILTON PARK DEVELOPMENTS (PLOT 7G) LIMITED

of which a true copy is annexed to this form was presented for registration on 8 FEBRUARY 2003

† delete as appropriate

in [Scotland] ~~[Northern Ireland]~~†

Signed [signature] Date 24.2.03

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

McGrigor Donald
Pacific House
70 Wellington Street
Glasgow
G2 6SB
DX: GW135 Glasgow
BAM/TDA/HF0045.000816

For official Use

Mortgage Section | Post room

Notes

The address for the Registrar of Companies is:-

Companies House
Crown Way
Cardiff
CF14 3UZ

FILE COPY

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

COMPANY No. 00014259

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A STANDARD SECURITY WHICH WAS PRESENTED FOR REGISTRATION IN SCOTLAND ON 8 FEBRUARY 2003 AND DATED THE 30th JANUARY 2003 AND CREATED BY HSBC BANK PLC FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO HAMILTON PARK DEVELOPMENTS (PLOT 7C) LIMITED UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 25th FEBRUARY 2003.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 26th FEBRUARY 2003.

REGISTRAR OF COMPANIES FOR ENGLAND AND WALES

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

Companies House
— for the record —

HC026B