

09/1116

Books of Council and Session

Extract Registered 12 Jan 2009

LEASE

TONSTATE (ST ANDREWS SQUARE)
LIMITED
I N G (UK) PROPERTY NOMINEE (NO 1)
LIMITED
I N G (UK) PROPERTY NOMINEE (NO 2)
LIMITED
BALMORAL LIMITED
STANDARD LIFE INVESTMENT FUNDS
LIMITED
STANDARD LIFE ASSURANCE LIMITED
SCOTTISH LIFE ASSURANCE COMPANY
MAURICE CASSIDY
MAURICE CASSIDY AND THE EUROPEAN
PENSIONER TRUSTEE COMPANY
LIMITED
MIRIMAR HOLDINGS LIMITED
NORWICH UNION LIFE AND PENSIONS
LIMITED

REGISTERS OF SCOTLAND



[Deed Extract]

I, James Doherty, Solicitor, do hereby certify this to be a true copy of the Lease between Tonstate (St Andrews Square) Limited and others and The City of Edinburgh Council registered in the Books of Council & Session on 12th January 2009

James Doherty
11/11/2010

09/1116

Books of Council and Session

Extract Registered 12 Jan 2009

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NORWICH UNION LIFE AND PENSIONS
LIMITED
WESTBURY ESTATES
SCOTTISH AND NEWCASTLE PLC
COAL PENSION PROPERTIES LIMITED
ROYAL BANK OF SCOTLAND PLC
HBOS PLC
42 ST ANDREW'S SQUARE BV
CITY OF EDINBURGH COUNCIL

DUNDAS & WILSON CS LLP
LP2 EDINBURGH 6

Registers of Scotland

09/1116
AT EDINBURGH the Twelfth day of January Two thousand and nine the Deed
hereinafter reproduced was presented for registration in the Books of the Lords of Council
and Session for preservation and execution and is registered in the said Books as follows:-

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LEASE

BETWEEN:

THE PARTIES SET OUT IN PART 1 OF THE SCHEDULE (hereinafter called "the Landlords" which expression shall where the context so admits include all persons deriving title from them or any of them);

and

THE CITY OF EDINBURGH COUNCIL, the Local Authority for the said City in terms of the Local Government etc (Scotland) Act 1994 and having its Principal Office at City Chambers, High Street, Edinburgh (hereinafter called "the Tenants" which expression shall where the context to admits include all persons deriving title from them)

NOW IT IS CONTRACTED AND AGREED as follows:

1. DEFINITIONS

In this Lease (including the Schedule), the following words and expressions shall, unless the context requires otherwise, have the following meanings:

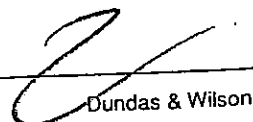
Base Interest Rate means the Base Rate of the Bank of Scotland or of such other clearing Bank as the Landlords may nominate from time to time or, if such Base Rate cannot be determined, such other similar rate as the Landlords may reasonably specify from time to time.

Capital Streets - St Andrew Square Document means the alteration/development works identified in the specification documents contained in Part 6 of the Schedule

Date of Expiry means the date of expiry or sooner determination of this Lease.

ECCM means Edinburgh City Centre Management Company Limited (Registered Number SC206390) and having its Registered Office at Orchard Brae House, 30 Queensferry Road, Edinburgh EH4 2HG and its successors and assignees whomsoever.

Insurance Reinstatement Value means the costs likely to be incurred from time to time in reinstating the Premises in accordance with this Lease, as determined by the Tenants (acting reasonably), having regard to all relevant factors including the cost of


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obtaining all necessary planning and other consents, all professional and legal fees and other expenses and the cost of hoarding, other temporary works, shoring up and propping, demolishing, site clearance and removal of debris and, as appropriate, all related VAT.

Insured Risks means the risks of loss, damage or destruction (subject to reasonable availability of cover as determined from time to time by the Tenants, acting reasonably, and to such exclusions and limitations as may be imposed from time to time by the Insurer) by fire, lightning, explosion, aircraft and articles dropped from them, riot, civil commotion, malicious damage, storm, tempest, flood, earthquake, bursting or overflowing of water tanks, apparatus and pipes, impact by any vehicle and such other normal commercial insurances and risks as the Tenants may (acting reasonably) consider appropriate to insure from time to time.

Insurer means such UK insurance office or underwriters of repute as may be selected by the Tenants (acting reasonably) from time to time.

this Lease means this Lease as varied or modified from time to time.

Opening Hours means the hours of daylight such that opening is permitted from dawn until dusk on all days and DECLARING THAT any opening outwith such permitted hours shall require the consent or approval of a 70% Majority in accordance with the approval mechanism provisions specified or referred to in Part 5 of the Schedule.

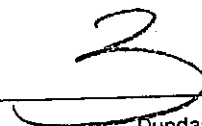
Planning Acts means the Town and Country Planning (Scotland) Act 1997, the Planning (Listed Buildings and Conservation Areas) (Scotland) Act 1997, the Planning (Hazardous Substances) (Scotland) Act 1997 and the Planning (Consequential Provisions) (Scotland) Act 1997 both individually and collectively.

the Planning Application means the Planning Application dated 14 December 2005 forming Part 7 of the Schedule.

Premises means the subjects described in Part 2 of the Schedule and each and every part of them.

the Schedule means the Schedule annexed and executed as relative hereto.

the Term means the period for which this Lease is granted together with any continuation thereof (whether by tacit relocation, under an Act of Parliament or for any other reason).



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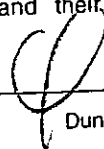
VAT means Value Added Tax as referred to in the Value Added Tax Act 1994 or any tax of similar nature which may be substituted or levied in addition to it.

70% Majority means the owners of not less than 70% of the current pro-indiviso rights of ownership in the Premises assuming that each of the parties comprising the Landlords has one vote in respect of its ownership interest in each building or group of buildings on St Andrew Square, Edinburgh (regardless of the size of the frontage any such party owns), such that each building or group of buildings on St Andrew Square, Edinburgh is fixed with one vote and should any such building or group of buildings subsequently come under more than one ownership there will remain one vote attributable to such building or group of buildings regardless of such additional ownerships.

2. INTERPRETATION

In this Lease (including the Schedule), unless there something in the subject or context inconsistent therewith:

- 2.1 Words and expressions (including defined words and expressions) importing one gender only include both other genders; words importing persons include corporations and *vice versa*;
- 2.2 Words and expressions (including as above) importing the singular number only shall include the plural number and *vice versa*; where there are two or more persons included in the expression "the Tenants", obligations in this Lease which are expressed to be made by the Tenants shall be binding jointly and severally on them and their respective executors and representatives whomsoever without the necessity of discussing them in their order. But nothing herein shall impose any joint and several liability on a party with its assignee for the implement of the Tenants' obligations in regard to the period following the date of completion (in questions between the Landlords and the assignee) of a permitted assignation of the Tenants' interest hereunder;
- 2.3 Where there are two or more persons included in the expression "the Landlords", obligations in this Lease which are expressed to be made by the Landlords shall be several (and not joint and several).
- 2.4 Where the Tenants are a partnership, the Tenants' obligations shall be binding jointly and severally on all persons who are or become partners at any time while the partnership are the Tenants or remain liable hereunder and their respective

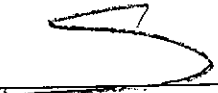


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executors and representatives whomsoever as well as on the partnership and its whole stock, funds, assets and estate, without the necessity of discussing them in their order, and such obligations shall subsist and remain in full force and effect notwithstanding any change or changes which may take place in or in the name of the partnership whether by the assumption of a new partner or partners, by the retiral, bankruptcy or death of any individual partner or otherwise: However if any person, who by virtue of his being a partner, is bound to implement the Tenants' obligations, then on such person ceasing to be a partner, whether by death or retirement or otherwise, the Landlords shall, on request, release such person and his or her representatives from all obligations arising on the Tenants hereunder subsequent to the date when such person ceases to be a partner (or, if later, the date of such request) provided it is established, to the Landlords' reasonable satisfaction, that any such release does not prejudicially affect the strength of the Tenants' financial covenant or their ability to implement their obligations under this Lease;

- 2.5 Any reference to an Act of Parliament shall include any modification, extension or re-enactment thereof for the time being in force and shall also include all instruments, rules, orders, plans, regulations, permissions, notices and directions for the time being made, issued or given thereunder or deriving validity therefrom;
- 2.6 Where the Tenants are to pay an amount of money, such amount shall be regarded as being exclusive of any VAT which may from time to time be legally payable thereon and the obligation on the Tenants shall extend to an obligation to pay any such VAT;
- 2.7 An obligation on the Tenants not to do (or omit) any act or thing also operates as an obligation not to permit or suffer it to be done (or omitted) and to prevent (or, as the case may be, to require) it being done;
- 2.8 Any right (or obligation to permit the Landlords) to enter the Premises will also be construed as entitling them to remain on the Premises for the purposes for which they are entering with or without equipment, and as permitting such right to be exercised by others authorised by the Landlords;
- 2.9 References to a numbered Clause or Sub-clause are to the relevant Clause or Sub-clause in the main body of this Lease while references, in any Part of the Schedule, to a numbered Paragraph are references to the relevant numbered Paragraph in that Part of the Schedule, unless the context requires otherwise;



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2.10 Any phrase introduced by the words "including", "include", "in particular" or any similar expression shall be construed as illustrative only and shall not be construed as limiting the generality of any preceding words; and

2.11 The Index to this Lease and the Clause and Paragraph headings in this Lease are inserted for convenience of reference only and shall not affect its construction.

3. PREMISES LET

The Landlords, in consideration of the rent and other provisions hereinafter contained, hereby let to the Tenants the Premises and the Tenants hereby accept the Premises, together with all other subjects of which they are part and/or over which any rights are granted in terms hereof, in their condition at the commencement of the Term and as being in all respects fit for the purpose for which they are let.

4. PERIOD OF LEASE

4.1 Duration

Subject to Clauses 4.2, 4.3 and 10 below, the duration of this Lease shall be for the period from and after the Ninth day of February 2007 (which is declared to be the Tenants' date of entry hereunder notwithstanding the dates hereof) to the Eighth day of February 2057.

4.2 Landlord Break

The Landlords will have the option to suspend (and thereafter (subject to the provisions of this Clause 4.2) terminate) this Lease at any time after the 10th anniversary of the date of entry hereunder on giving at least 12 months prior written notice to the Tenants (the date of expiry of such notice being herein referred to as "the Suspension Date") but such suspension/termination will be subject to the following provisos:

4.2.1 The Landlords must first have obtained (outline or detailed) planning permission or its equivalent (granted in accordance with the Planning Acts) for a major development of the Premises (a major development of the Premises being for this purpose one which (a) is wholly inconsistent with the continued and future use of the Premises for the Permitted User in terms of Paragraph 10 of Part 4 of the Schedule to this Lease; or (b) cannot properly and safely be undertaken without closing the Premises to the public).

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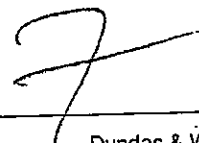
4.2.2 The Landlords will indemnify the Tenants in respect of any claim made or to be made against the Tenants by any third party (including, for the avoidance of doubt, ECCM) which arises due to the Tenants being unable to fulfil any contract with such third party as a result of suspension and/or termination of this Lease (the Tenants being obliged to use all reasonable endeavours to mitigate any such third party claims).

4.2.3 In the event that EITHER (a) such major development in respect of which planning permission (or equivalent) was granted has not been commenced and significantly progressed within 6 months of the Suspension Date ; OR (b) it is a requirement of the said planning permission (or equivalent) that the Premises be restored to their former condition and use following the carrying out of such major development;

then the suspension of this Lease under Clause 4.2.5 below shall lapse and the Landlords shall be obliged to restore the Premises to their condition prior to such suspension of the Lease as soon as reasonably practicable following the expiry of the said 6 month period or completion of such major development, as appropriate, and to grant or procure the resumption of this Lease of the Premises by the then Landlords of the Premises to the Tenants (the date of such grant or resumption being herein referred to as the "Resumption Date") for a period equal to the unexpired duration of this Lease.

4.2.4 If such major development in respect of which planning permission was granted has commenced and significantly progressed within 6 months of the Suspension Date and there is no requirement in terms of such planning permission to restore the Premises to their former condition and use following the carrying out of such major redevelopment then in those circumstances only this Lease shall, at that date (herein referred to as "the Termination Date") terminate and the Landlords and the Tenants undertake (as soon as reasonably practicable thereafter) to execute (in a self-proving manner) such additional documentation as may reasonably be required to evidence the termination of this Lease.

4.2.5 From the Suspension Date to the Termination Date the whole obligations of the Landlords and the Tenants shall be suspended and may not be enforced (other than in respect of any antecedent breach) by one party against the other.



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4.3 Tenant Break

The Tenants may terminate this Lease at any time on giving not less than 12 months' prior written notice to the Landlords but subject always to the reinstatement obligations in Paragraph 6 of Schedule Part 4.

5. RENT AND PAYMENT OF RENT

The annual rent payable by the Tenants to the Landlords will be the sum of ONE POUND STERLING (£1) (if asked only) exclusive of all, if any, VAT chargeable thereon payable on the said date of entry and on each anniversary thereof, without any deduction.

6. INSURANCE

The Tenants bind and oblige themselves to observe and perform throughout the Term the insurance provisions specified or referred to in Part 3 of the Schedule.

7. APPROVAL MECHANISM

The Landlords and the Tenants bind and oblige themselves to observe and perform throughout the Term the approval mechanism provisions specified or referred to in Part 5 of the Schedule.

8. TENANTS' OTHER OBLIGATIONS

The Tenants bind and oblige themselves to observe and perform throughout the Term the conditions, obligations and others specified or referred to in Part 4 of the Schedule.

9. WARRANTY

Subject to the reservations, conditions and others herein contained or referred to, each party comprising the Landlords grants warrandice in respect of its individual interest in the Premises only and the Landlords otherwise grant simple warrandice (but subject always to any existing lease rights).

10. IRRITANCY

If there is any breach of any of the Tenants' obligations under this Lease or under any deed or document entered into by or on behalf of the Landlords and the Tenants

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with reference to this Lease or if a Liquidator (other than for reconstruction or amalgamation on terms approved by the Landlords in writing) or Receiver or Administrator of the Tenants is appointed or, in the case of the Tenants not being a corporation, if the Tenants shall become apparently insolvent or sign a trust deed for their creditors, then and in any such case the Landlords shall be entitled at any time thereafter by notice in writing to bring this Lease to an end forthwith and to enter the Premises and to uplift rents, eject tenants and occupiers and thereafter use, possess and enjoy the same free of all claims by the Tenants as if this Lease had never been granted but without prejudice and reserving to the Landlords their right of action in respect of any antecedent breach of the Tenants' obligations herein contained: Provided that:

- 10.1 the Landlords shall not terminate this Lease on account of a breach which is capable of being remedied (albeit late), unless and until they shall first have given notice to the Tenants (with a copy to any heritable creditor holding a subsisting fixed charge over this Lease which has been approved by and notified to the Landlords) calling for the breach to be remedied and the Tenants (or any such creditor) shall have failed to remedy the same within such reasonable time as shall be prescribed in the notice which, in the case of any monetary payment, may be a period of fourteen days only; and
- 10.2 the Landlords shall not, subject to the aftermentioned proviso, terminate this Lease, on the grounds of the Tenants having a Liquidator or Receiver or Administrator appointed, unless and until they shall have allowed the Liquidator or the Receiver or the Administrator (as the case may be) or any such heritable creditor a period of six months in which to dispose of the Tenants' interest in this Lease and only then if the Liquidator, Receiver or Administrator (as the case may be) or any such creditor shall have failed to dispose of the Tenants' interest at the end of such period: Provided Always that the Liquidator, Receiver or Administrator (as the case may be) or any such creditor must have, within twenty one days of the date of the relevant appointment, granted and delivered to the Landlords a valid self-proving Undertaking personally accepting full responsibility for payment of rent (whether due before or after the appointment) and for the performance of all the Tenants' obligations under this Lease to the date of disposal or termination, including settlement of all arrears of rent and the performance of all outstanding obligations which may subsist at the date of relevant appointment.



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11. NO WAIVER

No demand for and/or acceptance of rent (or any other monies due by the Tenants) by the Landlords or their agents shall constitute or be construed to mean a waiver of any of the Tenants' obligations or of the Landlords' remedies on breach.

12. NO COMPENSATION AT EXPIRY

The Tenants waive and discharge all and any rights which they have or might hereafter come to have to claim compensation from the Landlords at or about the Date of Expiry.

13. ABANDONED PROPERTY

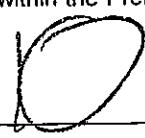
13.1 If fourteen days after the Date of Expiry any moveable property belonging to or in the control of the Tenants remains in or on the Premises, the Landlords may, as agents for the Tenants (and the Landlords are hereby appointed by the Tenants to act in that behalf), remove, store and/or sell or otherwise dispose of all such property.

13.2 The Tenants shall indemnify the Landlords, on demand, against all costs and expenses which they incur under Clause 13.1 and against any claim made against the Landlords by any third party whose property has been disposed of under Clause 13.1 in the *bona fide* mistaken belief (which shall be presumed unless the contrary be proved) that such property belongs to the Tenants.

13.3 The Landlords shall account to the Tenants for the net proceeds of any such sale or disposal of all such property (less all sums due to the Landlords in terms of this Lease) in so far as properly due to the Tenants. If, the Landlords having made reasonable efforts are unable to locate the Tenants, such net proceeds may be retained by the Landlords as their own property unless the Tenants claim them within six months after the Date of Expiry.

14. EXCLUSIONS

The parties hereto agree that there is expressly excluded from the letting hereby effected any warranty, whether contained herein or otherwise implied by the Common Law, by the Landlords either (i) that the Premises are authorised for use under the Planning Acts for any specific purpose or (ii) as to the suitability or fitness for purpose of any buildings and other works whether comprised within the Premises or otherwise.



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15. NOTICES ETC

- 15.1 Any notice, request, consent or approval under this Lease must be in writing.
- 15.2 Any notice to the Tenants shall be sufficiently served if sent by Recorded Delivery Post (if the Tenants shall be a body incorporated in the United Kingdom) to their Registered Office and (if the Tenants shall be an individual) to his last known address in the United Kingdom or to the Premises and (if the Tenants shall be a partnership) to the partnership and any one or more of the partners at the Premises and (in any other case) to the Tenants at the Premises.
- 15.3 Any notice to the Landlords (if a body incorporated in the United Kingdom) shall be sufficiently served if sent by Recorded Delivery Post to their Registered Office as detailed in Part 1 of the Schedule and (in any other case) shall be sufficiently served if sent by Recorded Delivery Post to the Landlords at their last known principal address in the United Kingdom and in accordance with the approval mechanism provisions set out in Part 5 of the Schedule.
- 15.4 Any notice sent by Recorded Delivery Post shall be deemed duly served three days after the day of posting. In proving service it shall be sufficient to prove that the envelope containing the notice was duly addressed to the Tenants or the Landlords (as the case may be) in accordance with this Clause and posted to the place to which it was so addressed.

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16. CONSENT TO REGISTRATION

The parties hereto consent to registration hereof and of all Memoranda by or on behalf of the parties hereto and of all determinations and decrees of any arbiter appointed under this Lease for preservation and execution. **IN WITNESS WHEREOF** these presents typewritten on this and the 10 preceding pages are, together with the Schedule and also the Plan annexed and executed as relative hereto, executed as follows:

They are signed on behalf of Tonstate (St Andrew's Square) Limited

at LONDON
on 11/09 2007 For and on behalf of Tonstate Group Limited
by DR. E. O. WOJTKOWSKI
DIRECTOR

before, as witness

OTIUA BUZUGA **
31 ARDESIA RD
LONDON W2 5JA

Witness

They are signed on behalf of ING (UK) Property Nominee (No. 1) Limited

at GUERSEY, CHANNEL ISLANDS
on 10 DECEMBER 2007
by MARK JONATHAN VIDAMOUR *

before, as witness

SUSAN HILARY TREFREE LAINE **
AUTHORIZED SIGNATORY
Trafalgar Court
Les Banques
St Peter Port
Guernsey



Mark J Vidamour
DIRECTOR

For and on behalf of ING (UK) Property
Nominee (No. 1) Limited



Witness

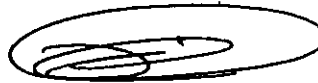
For Northern Trust International
Fund Administration Services
(Guernsey) Limited As Secretary

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They are signed on behalf of ING (UK)
Property Nominee (No. 2) Limited



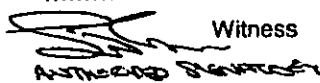
Mark J Vidamour
DIRECTOR

at GUERNSEY CHANNEL ISLANDS
on 10 DECEMBER 2007
by MARK JONATHAN VIDAMOUR

For and on behalf of ING (UK) Property
Nominee (No. 2) Limited

before, as witness

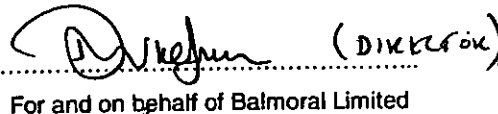
SUSAN HILARY TREMBEE LAINE
Trafalgar Court
Les Banques
St Peter Port
Guernsey


Witness

For Northern Trust International
Fund Administration Services
(Guernsey) Limited As Secretary

They are signed on behalf of Balmoral
Limited

at ST. HELENS, JERSEY
on 27 DECEMBER 2007
by DEKEK YERKON LE BRUN


(DIRECTOR)
For and on behalf of Balmoral Limited

before, as witness

CARIN MICHAEL GRAYSON
43/45 LA MOTTE STREET,
ST. HELENS, JERSEY, JE4 83D


Witness

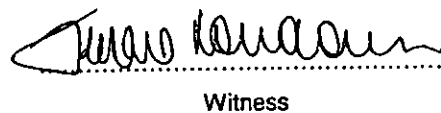
They are signed on behalf of Standard Life
Investment Funds Limited

at EDINBURGH
on 5th April 2007
by MARK BRIAN HATT
INVESTMENT DIRECTOR


For and on behalf of Standard Life Investment
Funds Limited

before, as witness

EDINBURGH
5/4/2007
JAMES CRAIG LOUDOUN


Witness

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They are signed on behalf of The Scottish Life Assurance Company

at LONDON
on 23 JANUARY 2008
by MICHAEL JOHN YARLEY
DIRECTOR

before, as witness
STEPHEN SHONE
DIRECTOR, 55 GRACE CHURCH
STREET, LONDON



For and on behalf of The Scottish Life Assurance Company

Witness

They are signed by Maurice Cassidy

at Dublin
on 20th March 2007
by Maurice Cassidy

before, as witness
Rosemary Heyden
95 OLD TOWN GREEN
NMPS, CO. KILDARE

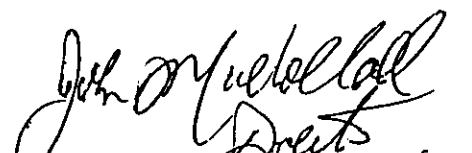

Maurice Cassidy

Rosemary Heyden
Witness

They are signed by on behalf of European Pensioner Trust Company Limited as Trustee for the
Trustee Cassidy Private Pension Trust

at Dublin
on 20th March 2007
by Ruth Woods, Director
John Mulholland, Director

before, as witness
9 Merrion Sq
Dublin 2


Ruth M. Woods, Director
For and on behalf of
European Pensioner Trust Company Limited
Trustee

Teresa Gill
Witness



Rosemary Heyden

MANIRACE CASSIDY TRUSTEE FOR
CASSIDY PRIVATE PENSION TRUST.

Witness

25 OLD TOWN GREEN
NMPS, CO. KILDARE IRELAND

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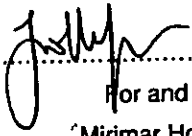
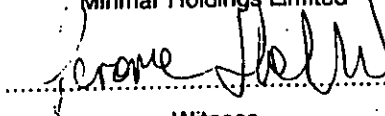
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They are signed by on behalf of Mirimar Holdings Limited

at Dublin
on 23rd March 2007
by Jim McQueen, Director

before, as witness
JEROME HOLLAND
9 CASTLEDAWSON, SION HILL
BLACKROCK, Co DUBLIN


For and on behalf of
Mirimar Holdings Limited

Witness

They are signed on behalf of Norwich Union Life and Pensions Limited

at ANVA Legal Services - Norwich
on 28 AUGUST 2008 For and on behalf of Norwich Union Life and
by MARTIN CHARLES WADDETT Pensions Limited


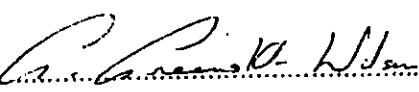
before, as witness
DIANE ELIZABETH TAYLOR
5 SURREY STREET
NORWICH, NORFOLK ENGLAND
NR28 9J70


Witness

They are signed on behalf of Westbury Estates Limited

at Glasgow
on 11 MARCH 2008
by HARVEY SAMUEL FIELD

before, as witness
GERALDINE GRANT WILSON
5 FIFE ROAD, PETERHEAD
G. 3 7 R H


For and on behalf of Westbury Estates Limited

Witness

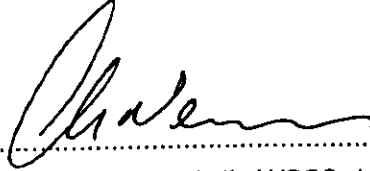


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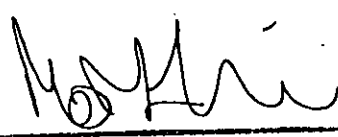
They are signed on behalf of HBOS plc

at HALIFAX, WEST YORKS
on 21/05/08 2007
by ~~CHRISTOPHER PETER NEWTON~~
CHRISTOPHER PETER NEWTON
before, as witness
ELIZABETH SCHOFIELD **
COMMERCIAL ST, HALIFAX
WEST YORKS. HX1 1BW


For and on behalf of HBOS plc
E. Schofield
Witness



They are signed on behalf of Scottish & Newcastle plc

at STAINES MIDDLESEX
on 03 DECEMBER 2007
by MARTIN ALAN HINE
AUTHORISED SIGNATORY
before, as witness
LINDY O'GRADY **
ASHBY HOUSE, 1 BRIDGE ST
STAINES MIDDLESEX TW19 4TP

SCOTTISH & NEWCASTLE plc
BY ITS ATTORNEY

MARTIN ALAN HINE
For and on behalf of Scottish & Newcastle plc
C. Hinchey
Witness

They are signed on behalf of Coal Pension Properties Limited

at
on LONDON 12/5/08 2007
by RICHARD JOHNSON, DUBNOY DIRECTOR
ROY CARTER SECRETARY
before, as witness


Director

SECRETARY
For and on behalf of Coal Pension Properties Limited
28015
Witness

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They are signed on behalf of The Royal Bank of Scotland plc

at Edinburgh
on Tenth August 2007
by M.A. Spencer
Nicholls

before, as witness

CLARE MAXWELL
THE YOUNGER BUILDING
3 REDHEUGH AVENUE
EDINBURGH EH2 9RB

[Signature]
For and on behalf of The Royal Bank of Scotland plc

CLARE MAXWELL
Witness

Fortis Intertrust (Netherlands) B.V.

They are signed on behalf of 42 St Andrew Square BV

at Amsterdam
on 4 August 2007
by G.A.F. Warris & D.J. Jaarsma
DAVID JOHANN JAARSMA

before, as witness

J.Y.S. Jeurissen
1097 JO Amsterdam

Fortis Intertrust (Netherlands) B.V.
Managing Director

D.J. Jaarsma
Proxyholder

For and on behalf of 42 St Andrew Square BV

[Signature]
J.Y.S. Jeurissen
JONATHAN YOUNG SOO JEURISSEN
Witness

They are signed on behalf of Standard Life Assurance Limited

at Edinburgh
on 5th April 2007
by R.M. HANNIGAN
INVESTMENT DIRECTOR

before, as witness

EDINBURGH
5/04/2007
JAMES CRAIG LOUDOUN

[Signature]
For and on behalf of Standard Life Assurance Limited

[Signature]
Witness

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They are signed on behalf of the Tenants

at Edinburgh
on 2 April 2007 2006
by BRIAN JOHN TOW
PROPER OFFICER OF THE CITY OF
EDINBURGH COUNCIL
before, as witness

KATHLEEN MORRISON GIBB
CITY CHAMBERS, HIGH STREET
EDINBURGH EH1 1YT

Brian John Tow

For and on behalf of the Tenants PROPER OFFICER

Kathleen M Gibb

Witness

- * Here Insert in block capitals name and capacity, i.e. Director or Secretary or Authorised Signatory or Attorney
- ** Here Insert in block capitals full name and address of witness

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This is the Schedule referred to in the foregoing Lease between The St Andrew Square Proprietors and The City of Edinburgh Council.

PART 1 LANDLORDS' DETAILS

	ADDRESS	PROPRIETOR
1	1-2 St Andrew Square, Edinburgh	Tonstate (St Andrew's Square) Limited, incorporated under the Companies Acts, Registered Number 0406126 and having its Registered Office at 3 Park Place, St James, London SW1A 1LP
2	3-8 St Andrew Square, Edinburgh	ING (UK) Property Nominee (No.1) Limited, Registered in Guernsey (Registered Number 43472) and ING (UK) Property Nominee (No.2) Limited, Registered in Guernsey (Registered Number 434373) and both having their Registered Office at Trafalgar Court, Les Banques, St Peter Port, Guernsey
3	9-10 St Andrew Square, Edinburgh	Balmoral Limited incorporated under the Companies (Jersey) Law 1991 (Registered Number 76337) and having its registered office at PO Box 218, 43 La Motte Street, St Helier
4	12, 13, St Andrew Square, Edinburgh	Standard Life Investment Funds Limited incorporated under the Companies Acts, Registered Number SC068442 and having its Registered Office at Standard Life House, 30 Lothian Road, Edinburgh EH1 2DH
5	16/17 and 23 St Andrew Square, Edinburgh	Standard Life Assurance Limited, incorporated under the Companies Acts and having its Registered Office at Standard Life House, 30 Lothian Road, Edinburgh EH1 2DH

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| 6 | 19 St Andrew Square, Edinburgh | The Scottish Life Assurance Company, incorporated under the Companies Acts, Registered Number Z16 and having its Registered Office at 19 St Andrew Square, Edinburgh, EH2 1YE |
| 7 | 21 & 22 St Andrew Square, Edinburgh | Maurice Cassidy, Guran Barra, Ballyman Road, Enniskerry, County Wicklow, Ireland

Maurice Cassidy and The European Pensioner Trustee Company Limited, 29 Windsor Place, Dublin 2

Mirimar Holdings Limited, Molyneux House, Bride Street, Dublin 8 |
| 8 | 24 & 25 St Andrew Square, Edinburgh | Norwich Union Life and Pensions Limited, incorporated under the Companies Acts, Registered Number 03253947 and having its Registered Office at 2 Rougier Street, York YO99 1UU |
| 9 | 26 St Andrew Square, Edinburgh | Westbury Estates, , incorporated under the Companies Acts, Registered Number 02813873 and having its Registered Office at Pountney Hill House, 6 Laurence Pountney Hill, London EC4R 0BL |
| 10 | 28 & 29 St Andrew Square, Edinburgh | Scottish & Newcastle plc, incorporated under the Companies Acts, Registered Number SC016288 and having its Registered Office at 33 Ellersly Road, Edinburgh EH12 6HX |



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|----|-------------------------------------|--|
| 11 | 30-34 St Andrew Square, Edinburgh | Coal Pension Properties Limited, incorporated under the Companies Acts, Registered Number 00465783 and having its Registered Office at 33 Cavendish Square, London W1A 2NF |
| 12 | 35-36 St Andrew Square, Edinburgh | The Royal Bank of Scotland plc, incorporated under the Companies Acts, Registered Number SC090312 and having its Registered Office at 36 St Andrew Square, Edinburgh |
| 13 | 37 & 39 St Andrew Square, Edinburgh | HBOS Plc incorporated under the Companies Acts, Registered Number SC218813 and having its Registered Office at The Mound, Edinburgh, EH1 1YZ |
| 14 | 42 St Andrew Square, Edinburgh | 42 St Andrew's Square BV, Prins Bernhardplein 200, 1097JB, Amsterdam, The Netherlands |



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PART 2 DESCRIPTION OF THE PREMISES

The Premises comprise the subjects known as and forming St Andrew Square Gardens, St Andrew Square, Edinburgh shown delineated in red on Plan 1 annexed and executed as relative hereto, together with the buildings and all other erections thereon, including, without prejudice to the foregoing generality, the statue in the middle of the Gardens.



PART 3 INSURANCE

1. Tenants' Obligations

The Tenants undertake to the Landlords:

1.1 To Insure

To insure and keep insured throughout the Term the Premises and all permitted additions and alterations against loss or damage by the Insured Risks with the Insurer for the Insurance Reinstatement Value and against all third party and public liability risks in respect of the Premises with the Insurer (for such reasonable sums as the Tenants may select from time to time);

1.2 Reinstatement of Damage

If and whenever during the Term the Premises are damaged or destroyed by any of the Insured Risks, the Tenants shall take such steps as may be requisite and proper to obtain as soon as reasonably practicable and that in terms acceptable to the Landlords (acting reasonably) any planning permissions or other permits and consents that may be required to enable the Tenants to rebuild and reinstate the Premises, and the Tenants shall, as soon as all such requisite permissions and others have been obtained in acceptable terms as aforesaid, spend and lay out all monies received in respect of the insurances effected under Paragraph 1.1 in rebuilding or reinstating as soon as reasonably practicable the Premises so destroyed or damaged with such variations as may be necessary or in the Tenants' reasonable opinion desirable having regard to statutory provisions, bylaws and regulations then in force and all such permissions, permits and consents and also to building standards then prevailing to the intent that the Premises when rebuilt or reinstated shall conform to practice then current, the Tenants making up any difference between the cost of rebuilding and reinstating and the monies so received from the Insurer out of the Tenants own money.

1.3 To Exhibit Policies etc

The Tenants undertake in relation to the policies of insurance to be effected by the Tenants under this Lease:



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1.3.1 to produce to the Landlords (or any of them), on reasonable request and at the cost of the Tenants, a copy of such policies and the last premium renewal receipt or, at the Landlords' (or any of them) option, reasonable evidence of the terms of such policies and the fact that the last premiums have been paid;

1.3.2 in the event of the Tenants arranging a new policy or if there shall be a material change in the terms of and cover under any existing policy, to notify the Landlords in writing as soon as reasonably practicable;

2. General

2.1 Tenancy to Continue

This Lease shall not terminate as a result of damage to or destruction of the Premises or any other property, whether by an Insured Risk or otherwise, but this Lease shall continue in full force and effect and the rent and other sums payable by the Tenants under this Lease shall continue to be payable in full.

2.2 Termination if not Reinstated

If the whole or a substantial part of the Premises is destroyed or damaged by any of the Insured Risks then, if the insured damage shall not have been made good in terms hereof within the period of 18 months, the Landlords may, at any time prior to completion of the reinstatement under Paragraph 1.2, terminate this Lease forthwith by giving notice to that effect to the Tenants, and on the service of such notice this Lease shall at once cease and determine and the Tenants shall forthwith give to the Landlords vacant possession of the Premises but such termination shall not prejudice any claims competent to the Landlords against the Tenants arising prior to the service of such notice or in respect of any prior breach of any of the parties' respective obligations under this Lease. Notwithstanding the foregoing, if the statue in the centre of the Premises should be destroyed or damaged by way of the Insured Risks then, the Tenants shall have 36 months to make good such damage.



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PART 4 TENANT'S OTHER OBLIGATIONS

1. Payment of Outgoings

1.1 Rates etc

To pay, when due, all rates, taxes, duties, levies, charges, assessments, impositions and outgoings whatsoever (whether parliamentary, local or otherwise and whether or not of a capital or non-recurring nature) which are now or may at any time during the Term be taxed, assessed, charged or imposed on the Premises or on the owner or occupier in respect thereof except (i) ground burdens and rents payable in respect of the Landlords' interest in the Premises and (ii) but subject to Paragraph 2, tax payable by the Landlords in respect of the grant of this Lease, the receipt of rent and other monies thereunder or any dealing with their interest in the Premises.

1.2 Public Utilities

To pay, when due, all charges for services consumed in or on the Premises including any connection and hiring charges and meter rents and to perform and observe all present and future regulations and requirements of the relevant suppliers.

1.3 Ground Burdens

To pay to the Landlords, when due, all ground burdens, standard charge, stipend, gardens assessments and other ground burdens (including any monies in respect of the compulsory redemption of the foregoing) payable in respect of the Landlords' interest in the Premises.

1.4 Common Costs

To pay to the Landlords, when due, such proportion (if any) attributable to the Premises as the Landlords are liable to pay of the costs of making, laying, repairing, maintaining, insuring, lighting, securing, renewing, rebuilding and cleansing all ways, roads, pavements, landscaped areas, drains, pipes, walls, fences and other items which may belong to or be used for the Premises in common with other subjects near or adjoining thereto.



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2. VAT

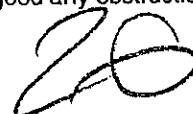
- 2.1 To pay to the Landlords, on demand, such VAT (at the rate for the time being in force) as shall be payable on goods and services supplied to the Tenants by or on behalf of the Landlords or otherwise on any monies undertaken to be paid by the Tenants under this Lease.
- 2.2 To indemnify and keep indemnified the Landlords, on demand, against any VAT paid or payable by the Landlords in respect of any costs or other sums which the Landlords are entitled to recover from the Tenants under the terms of this Lease except to the extent that the Landlords are entitled to obtain credit for such VAT as allowable input tax: For the avoidance of doubt, the Landlords shall not be under any duty to exercise any option or right conferred by the legislation relating to VAT so as to reduce any liability of the Tenants under this Sub-clause.

3. INTEREST

To pay, on demand, to the Landlords interest at 4% *per annum* above the Base Interest Rate on all monies due by the Tenants under or by virtue of this Lease if the same are not paid, in the case of rent, on the due date and, in all other cases, within ten days after the due date, running such interest, in both cases, from the due date for payment during the non-payment of the same (both before and after any judgement).

4. REPAIR/LANDSCAPING/CLEANING/SECURITY/LITTER

- 4.1 To maintain and repair the Premises so that they are at all times in good and tenable condition in every respect and (whenever reasonably necessary for the purpose of ensuring that they are kept at all times in such condition) to renew, replace and rebuild the Premises, which obligations shall include an obligation to carry out all appropriate works, whether an ordinary or extraordinary repair or otherwise, and that irrespective of the age or state of dilapidation of the Premises or the cause of damage, deterioration or destruction.
- 4.2 At all times to keep all unbuilt parts of the Premises adequately surfaced, marked out and in good condition free from weeds and all landscaped areas properly cultivated.
- 4.3 At all times to keep the whole drainage system of and serving the Premises in efficient working order and condition and forthwith to make good any obstruction of or damage to the same.



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4.4 At all times to keep the Premises in a clean and tidy condition and clear of rubbish and, in particular to clean both sides of all windows of any buildings on the Premises as often as occasion shall reasonably require.

4.5 At all times to ensure there are adequate measurements for the security of the Premises and regular litter collection at the Premises (and, for the avoidance of doubt, the Tenant shall be obliged to procure the employment of all (if any) necessary personnel for such purposes).

5. DECORATION

5.1 As often as reasonably necessary and in the last six months of this Lease (howsoever determined unless determined in terms of Clause 4.2), to prepare and paint or otherwise decorate in a proper and workmanlike manner all parts of the Premises as have previously been so painted or decorated (with at least two coats of good quality paint or other suitable medium) and, at like times in like manner, to prepare, clean and treat in a suitable manner so as to maintain the same in good condition, all other surfaces of the Premises which require to be painted or decorated and to clean all tiles and similar washable surfaces:

5.2 As often as reasonably necessary, to clean and treat, the brickwork, stonework and other finishes to the exterior of the Premises in a proper and workmanlike manner.

6. REMOVING AT EXPIRY

6.1 At the Date of Expiry and subject to the Tenants carrying out, to the reasonable satisfaction of the Landlords, all restoration works called for by the Landlords in terms of Paragraph 8 to surrender to the Landlords the Premises together with all additions and improvements made thereto and all fixtures (other than trade or tenant's fixtures affixed by the Tenants or any sub-tenant which shall be removed by the Tenants) in or upon the Premises and that in such state and condition as shall in all respects be consistent with a full and due performance by the Tenants of their obligations under this Lease.

6.2 Without prejudice to the foregoing:

6.2.1 To remove from the Premises every moulding, sign, name or other identification of the name or business of the Tenants or other occupiers.



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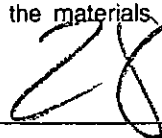
- 6.2.2 To repair and make good all damage including damage to paint work caused by the removal of trade or tenant's fixtures and such mouldings, signs and others.

7. TO PERMIT LANDLORDS TO ENTER

- 7.1 To permit the Landlords (or any party comprising the Landlords) on reasonable prior notice to the Tenants (except in an emergency when no such notice is required), to enter the Premises to take a plan of and examine the state of repair and condition of the same, to enable the Landlords to implement their obligations under this Lease and to take inventories of the fixtures and things to be surrendered at the expiry of the Term.
- 7.2 Within forty two days (or within such greater or lesser timescale as the Landlords, acting reasonably, may specify having regard to the nature and circumstances of the required works but disregarding circumstances personal to the Tenants) after notice in writing to the Tenants of any defects in the due implement by the Tenants of their obligations under this Lease shall have been given to the Tenants, to make good the same according to such notice and the provisions in that behalf contained in this Lease.
- 7.3 In case the Tenants shall make default in so complying with any such notice (and without prejudice to Clause 7), to permit workmen or others employed by the Landlords to enter upon the Premises and make good said defects (or any of them) and all expenses which they incur thereby shall be paid by the Tenants to the Landlords on demand.

8. ALTERATIONS

- 8.1 Within 18 months from the date of entry hereunder to carry out and complete in a proper and workmanlike manner with good quality materials the repair, improvement and alteration works ("**the Works**") in accordance with the Planning Application.
- 8.2 Landlords prior written consent will not be required to (1) any minor non-material variations to the specification of the Works set out in the Planning Application and/or the Capital Street - St Andrew Square Document, (2) variations to the specification of the Works set out in the Planning Application and/or the Capital Street - St Andrew Square Document required by any relevant authority or to comply with any law or regulation, and (3) any minor changes to materials where the materials originally specified in the Planning Application become:



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8.2.1 unavailable, or

8.2.2 unavailable within the timescale required by the then current programme for the Works, or

8.2.3 unavailable within an appropriate timescale without a significant increase in their cost from that anticipated as at the date of production of the Capital Streets - St Andrew Square Document

provided that, in each case, materials of reasonable equivalent quality are substituted.

8.3 All other alterations to the Premises will require the approval of a 70% majority granted in accordance with the approval mechanism contained in Part 5 of the Schedule.

8.4 At or immediately prior to the Date of Expiry, forthwith, when and if called upon to do so by the Landlords, to remove all alterations or other works carried out in terms of this Paragraph 8, but only to the extent that may be required by the Landlords, and to restore and make good the Premises to the condition and design which existed before the relevant alterations were carried out, all to the Landlords' reasonable satisfaction.

8.5 Notwithstanding the foregoing and/or Paragraph [6] above, the alterations specified in the Capital Streets - St Andrew Square Document are to remain in place at the Date of Expiry save that:

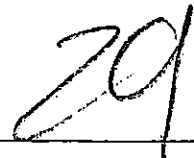
8.5.1 The Landlords may, by written notice served not less than 6 months prior to the Date of Expiry, require the Tenants to remove any buildings erected on the Premises;

8.5.2 The Tenants' obligation in Paragraph 8.5.1 above shall not apply where the Landlords terminate the Lease in accordance with Clause 4.2 of the Lease.

9. SIGNS ETC

9.1 Not, without the consent of the Landlords (which consent shall not be unreasonably withheld or delayed) to paint, write, place, attach, affix or exhibit any figure or letter, or any pole, flag signboard, advertisement, inscription, placard or sign on the Premises.

9.2 There is excepted from Paragraph 9.1:



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9.2.1 the right (without Landlords consent) to place signage to indicate opening hours, regulations for use of the Premises within the approved signage zone shown on Plan 2 annexed to this Lease; and

9.2.2 any signage which is required in order to comply with any statutory requirement in accordance with paragraph 14.1 of this Part of the Schedule to the Lease.

10. PERMITTED USER/OPENING HOURS:

10.1 Not to use the Premises otherwise than as a tranquil high amenity garden for the use of the general public for any of the following activities:

10.1.1 public enjoyment and pedestrian access to and from public streets surrounding the Premises;

10.1.2 public seating;

10.1.3 cafe and public toilets in the areas designated on the Capital Streets, St Andrew Square Document;

10.1.4 cultural festivals;

10.1.5 cultural events;

10.1.6 fashion events;

10.1.7 corporate events for any of the Landlords of the Premises;

10.1.8 film locations;

10.1.9 exhibitions;

10.1.10 any other use in respect of which the Tenants has sought approval in accordance with the agreed mechanism contained in Part 5 of the Schedule and has obtained the consent of a 70% Majority provided that such use shall not include any of the uses prohibited in terms of Clause 10.2 or 11 of this Lease,

10.2 The Premises must not be used for any purposes which cause or may cause excessive noise or nuisance to the Landlords (or any of them) at any time or detract from the air of tranquillity and ambience of the Premises as a high amenity garden and specifically the Premises may not be used for any of the following uses:

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- 10.2.1 Fairgrounds
- 10.2.2 Staged events featuring amplified pop/rock music
- 10.2.3 Skate boarding/Roller blading
- 10.2.4 Staged events featuring amplified Recorded/Piped Music
- 10.2.5 Public Meetings
- 10.2.6 Rallies
- 10.2.7 Commercial sale of alcohol other than where ancillary to and consistent with a use permitted in terms of Clause 10.1
- 10.2.8 Burger Vans or stalls and/or fast food outlets
- 10.2.9 any retail use within Class 1 of the Town and Country Planning Use Classes (Scotland) Order 1997 (including, without limitation, markets of any type) other than where ancillary to and consistent with a use permitted in terms of Clause 10.1.
- 10.3 The Tenants shall be permitted to keep the Premises open for the use of the general public during the Opening Hours.
- 11. **PROHIBITED USES:**
 - 11.1 Not at any time to use the Premises for any sale by auction or for any illegal or immoral purpose or for betting or gaming or for any noisy, noxious, dangerous or offensive trade, manufacture or business.
 - 11.2 Not at any time to use the Premises as a private dwellinghouse or part thereof and not at any time to permit or allow any person to sleep in the Premises.
 - 11.3 Not to hang, place, deposit or expose outside any part of the buildings comprised in the Premises any goods, articles or things for sale.
 - 11.4 Not to leave any packing cases, goods or materials for an unreasonable time outside such buildings.
 - 11.5 Not to permanently keep any animal, bird or fish in or upon the Premises.

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11.6 Not at any time to use the Premises for any principal purpose which would be in direct competition with the commercial interests of the Landlords or their tenants (including, without limitation, for advertising any product person or company, which would be in direct competition with the Landlords or their tenants).

11.7 Generally not to do upon or in connection with the Premises anything which shall be or tend to be a nuisance or cause of damage to the Landlords or to any adjoining or neighbouring property or its owner or occupier.

12. OBSTRUCTIONS AND ENCROACHMENT:

12.1 Not to obstruct any access to or exit from the Premises or any of the doors, windows or ventilators belonging to the Premises.

12.2 Not to permit any new encroachment or servitude or public right of way to be made into or acquired against or over the Premises.

12.3 In case any encroachment or servitude shall be attempted to be made or acquired by any person, to give notice to the Landlords immediately it shall come to the attention of the Tenants and to do all such things as may be proper for preventing any new encroachment or servitude being made or acquired.

13. POLLUTION:

Generally to prevent any polluting agent (including any pungent or obnoxious waste or oil, grease, dust or other deleterious matter or gas) from escaping out of the Premises except where the polluting agent in question shall have been treated in such a manner as the Landlords, acting reasonably, may approve in writing from time to time and, in particular, not to allow any polluting agent, unless so treated, to enter the sewers, drains or watercourses serving the Premises or any open running water or any adjoining or neighbouring property or the atmosphere.

14. STATUTORY REQUIREMENTS:

14.1 General

To comply with all obligations (whether relating to the Premises, the business permitted to be carried on therein or otherwise) imposed by any Act or Acts of Parliament or the Scottish Parliament (including, without limitation, the Factories Act 1961, the Offices, Shops and Railway Premises Act 1963, the Fire Precautions Act 1971, the Health and Safety at Work etc. Act 1974, the Planning Acts, the Disability


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Discrimination Act 1995 and, by virtue of the European Communities Act 1972, all applicable European Community Treaty Articles, Regulations and Directives), statutory instruments or the rules, byelaws, regulations, notices and orders of any local or other authority for the time being in force and do and execute or cause to be done and executed all such works, acts, deeds, matters and things as under or by virtue of any such Act or Acts and others are or shall be properly directed or necessary to be done or executed upon or in respect of the Premises whether by the owner, landlord, tenant or occupier and at all times to keep the Landlords indemnified against all claims, demands and liability in respect thereof.

14.2 CDM Regulations

Without prejudice to Paragraph 11.1, to comply with and ensure compliance with the Construction (Design & Management) Regulations 1994 and/or any additional or replacement regulations to similar effect throughout the Term and to ensure that any appropriate Health and Safety File required in terms of such Regulations is made up in respect of the Premises and is at all times kept up to date. To make available to the Landlords (or any party comprising the Landlords, on demand) all information on the relevant Health and Safety File as it is produced and forthwith, at any time on demand, to produce to the Landlords (or any party comprising the Landlords, on demand) the relevant Health and Safety File for the Premises, for inspection and, at the expiry of the Term, for retention.

14.3 Fire and Insurer's Requirements

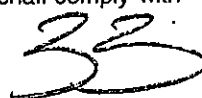
To comply promptly with all the requirements of the Local Authority and the Fire Authority and with the requirements and recommendations of the Insurer in regard to the Premises or the installation, maintenance, operation and testing of fire sprinkler and fire alarm systems and other appliances serving the same.

14.4 No Obstruction

Not to obstruct the access to any fire fighting and extinguishing appliances or the means of escape from the Premises.

14.5 Dangerous Substances

Not to store or bring on to the Premises any article, substance or liquid of a specially combustible, inflammable or explosive nature except in such quantities as may be appropriate to the permitted user and then only in such manner as shall comply with all relevant statutory requirements.



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14.6 To Provide Evidence

If and when called upon so to do, to produce to the Landlords all such plans, documents and other evidence as the Landlords may reasonably require in order to satisfy themselves that the foregoing provisions of this Paragraph 11 have been complied with in all respects.

14.7 Transmission of Notices

In so far as the same may affect the Premises or the Landlords' interest therein, forthwith on receipt to give to the Landlords a certified true copy of all notices, permissions, orders or proposals for a notice or order given or issued to the Tenants by or on behalf of any Government Department or local or public authority or statutory body under or by virtue of any statutory power, including in this context the Planning Acts, and, if reasonably required by the Landlords, to make or join in making such objections or representations in respect of any such notice, order or proposal as the Landlords may reasonably require.

15. APPLICATIONS FOR PLANNING PERMISSION ETC

- 15.1 In the event of permission from any Planning Authority being necessary for any works to be carried out by the Tenants or any change of use of the Premises or for any other purpose, not, without having obtained the Landlords' consent to the making of the application to make or lodge any application for any such permission.
- 15.2 To apply to the Planning Authority and such other bodies as may be requisite for all permissions, warrants licences and consents which may be required in connection with all such works, change of use or other purpose and to give notice to the Landlords of the grant or refusal (as the case may be) of all such permissions, warrants, licences and consents immediately on receipt.
- 15.3 If the said Planning Authority or other body agree to grant the desired permission, warrant, licence or consent only with modifications or subject to conditions, not to accept such modifications or conditions without the consent of the Landlords and to give the Landlords forthwith full particulars of such modifications or conditions and, if such modifications or conditions shall in the reasonable opinion of the Landlords, be undesirable then the Tenants shall withdraw their application or take such other forms of action as the Landlords may reasonably require in order to have such modifications or conditions removed.



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- 15.4 Unless the Landlords otherwise direct, to carry out and complete before the Date of Expiry any works stipulated to be carried out to the Premises by a date subsequent to the Date of Expiry as a condition of any such permission, warrant, licence or consent granted for any development begun during the Term.

16. TITLE MATTERS

16.1 Real Burdens

To perform and observe all the real liens, burdens, conditions, restrictions, servitudes, agreements or others howsoever constituted affecting the Premises and to free, relieve and indemnify the Landlords of, from and against all actions, costs, claims and demands which may arise or be occasioned in respect of any breach by the Tenants (or those deriving right from them) of any such real liens, burdens, conditions, restrictions, servitudes, agreements or others.

16.2 To Accept Decision re Servitudes

To comply with the decision of the Landlords (who shall act reasonably in the matter) with regard to any dispute arising between the Tenants and the Landlords' tenants or the owners or occupiers of adjoining or neighbouring property as to the nature and extent of any servitude, right or privilege in favour of or affecting the Premises or the adjoining or neighbouring property.

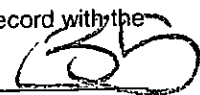
17. ALIENATION

- 17.1 Not to assign, charge by way of fixed charge, sub-let or otherwise in any way or for any purpose deal with the Tenants' interest in or part with or share possession or occupation of the whole or part of the Premises.

- 17.2 Not to sub-let or otherwise in any way or for any purpose deal with the Tenants' interest in or part with or share possession or occupation of the whole of the Premises without the consent of the Landlords, PROVIDED ALWAYS that the Landlords hereby consent to a sub-letting of the whole of the Premises on the same terms and conditions as this Lease to ECCM ("the Approved Sub-Lease").

- 17.3 ECCM may, with the approval of the Tenants and a 70% majority, assign its interest in the Approved Sub-Lease to a respectable and responsible assignee.

- 17.4 ECCM may grant sub-under-leases of part or parts of the Premises shown on Plan 3 annexed hereto to any high quality café operators with a proven track record with the



Registers of Scotland

approval of a 70% majority subject to the following: every permitted sub-under-lease under this Paragraph 17 shall be granted, subject to the Tenants' obligations under Part 3 of the Schedule, the whole conditions of this Part of the Schedule and such other conditions as the Landlords (acting reasonably) shall approve or require in writing, in consideration for a full market rent (all grassums, premiums and fines and lump sum commutations of rent being prohibited) and shall contain:

17.4.1 an unqualified undertaking by the sub-under-tenant not to assign, under-lease, charge by way of fixed charge or otherwise in any way or for any purpose deal with the sub- under-tenant's interest in part only of the subjects thereby leased, and

17.4.2 an undertaking on the part of the sub- under-tenant that the sub- under-tenant shall not assign, under-lease, charge by way of fixed charge or otherwise in any way or for any purpose deal with the sub-tenant's interest in the whole of the subjects thereby leased without previously obtaining the written consent of the Landlords under this Lease and a provision that any permitted under-lease granted out of such sub- under-lease whether mediate or immediate shall contain similar provisions.

17.5 Not, without the consent of the Landlords (not to be unreasonably withheld or delayed), at any time to vary or agree to vary in any respect whatsoever the terms of any permitted sub-under-lease.

17.6 Not at any time to release or waive any obligation in a permitted sub-lease and (but without prejudice to the Landlords' rights on breach) to enforce the performance of the sub-tenant's obligations thereunder by all means in its power.

18. TO EXHIBIT DEEDS

Subject to Paragraph 17, within two months of granting a permitted assignation in respect of this Lease or of entering into any sub-lease or of the completion of any agreement or deed dealing with the Tenants' (or any sub or under-tenants') interest in the Premises to deliver two certified copies or extracts of the same to the Landlords for their retention.

19. TO INDEMNIFY LANDLORDS

To indemnify and keep indemnified the Landlords from all liability in respect of any injury to or the death of any person, damage to any property, heritable or moveable.



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any interdict or Court action, the infringement, disturbance or destruction of any right, servitude or privilege or otherwise by reason of or arising directly or indirectly out of the repair, state of repair, condition, or any alteration to or to the use hereinbefore permitted of the Premises or from any failure or omission by the Tenants in the implement and observance of the obligations on their part under this Lease and from all proceedings, costs, claims and demands of whatsoever nature in respect of any such liability or alleged liability.

20. TO PAY COSTS

Forthwith on demand to pay and accordingly free and relieve the Landlords of all Surveyors' and Solicitors' fees and all other professional charges, expenses and outlays incurred by the Landlords (or any of them) in connection with or incidental to:

- 20.1 the grant of this Lease (including Stamp Duty Land Tax and the Land Registration dues and registration dues for Books of Council and Session (14 extracts, one for the Tenants and one for each party comprising the Landlords)).
- 20.2 any application to the Landlords for consent or approval in terms of this Lease;
- 20.3 securing the performance of or compliance with any of the Tenants' obligations under this Lease (including, without limitation, the costs and expenses incurred in connection with the preparation and service of all notices and all Court proceedings instituted and the costs and expenses of all messengers-at-arms and sheriff officers);
- 20.4 the supervision of or carrying out of any works to items common to the Premises and subjects near or adjoining thereto.

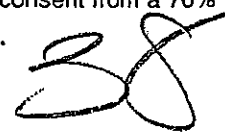
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Registers of Scotland

37

PART 5 APPROVAL MECHANISM

1. Throughout the Term, where the consent or approval of the Landlords is required the following shall apply:
 - 1.1 At the date of entry under this Lease the Tenants will be provided with contact details of an authorised representative for each party comprising the Landlords detailed in Part 1 of the Schedule.
 - 1.2 In the event of any sale or transfer by each and any one of the parties comprising the Landlords of their interest in their property, that party undertakes to notify such change to the Tenants and that within 28 days from the date of any such sale/transfer.
 - 1.3 Each party comprising the Landlords undertake that any such authorised representative (duly intimated to the Tenants in accordance with these provisions) has power and capacity to approve any proposed change of use under Paragraph 10.10 of Part 4 of the Schedule until such time that each party comprising the Landlords notifies the Tenants of a substitute authorised representative.
 - 1.4 Any request for consent or approval under this Lease must be intimated to each party comprising the Landlords in writing (by Special or Recorded Delivery post) to their Registered Office (if incorporated) and to their authorised representative (as notified from time to time) as far in advance as reasonably possible (in all the circumstances) and, in any event, at least 28 days prior to the date such proposed consent or approval is required. The Tenants will supply all relevant information including any additional information requested by each party comprising the Landlords from time to time.
 - 1.5 The Landlords undertake to consent or object in writing within 28 days of the later of (a) their receipt of any such application and (b) their receipt of any additional information requested under Paragraph 1.4 above. Consent will be deemed to have been granted by a party comprising one of the Landlords, if that party does not object (in writing) within 28 days of the later of (a) their receipt of any such application and (b) their receipt of any additional information requested under Paragraph 2 above.
 - 1.6 In the event that the Tenants received either consent or deemed consent from a 70% Majority, consent is deemed to have been granted.



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- 1.7 Throughout this Lease where reference is made to obtaining consent or approval by the Landlords such consent is not to be unreasonably withheld or delayed.
2. Without prejudice to clause 1 of this Part 5 of the Schedule, through the Term where the consent or approval of the Landlords is required in terms of clause 17.4 of Part 4 of the Schedule provided the terms of clause 13.4 of Part 4 of the Schedule are complied with the Tenant shall not be responsible for the Landlords costs in connection with such application for approval and provided the Tenant evidences any proposed sub under tenant is a high quality café operator with a proven track record demonstrably capable of performing the Tenant's obligations under this Lease, the Landlords shall not be entitled to request any further information.



Dundas & Wilson

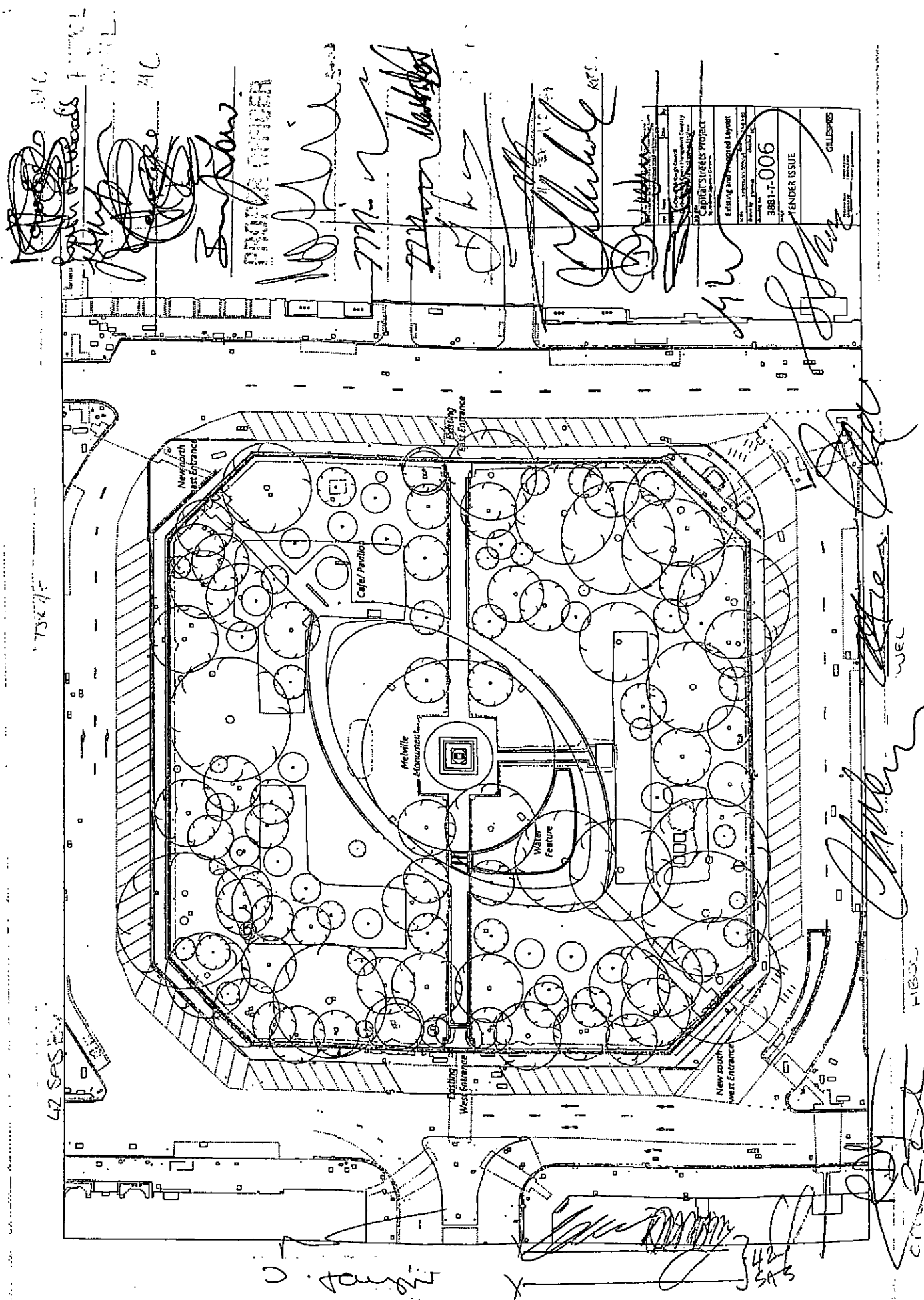
Registers of Scotland

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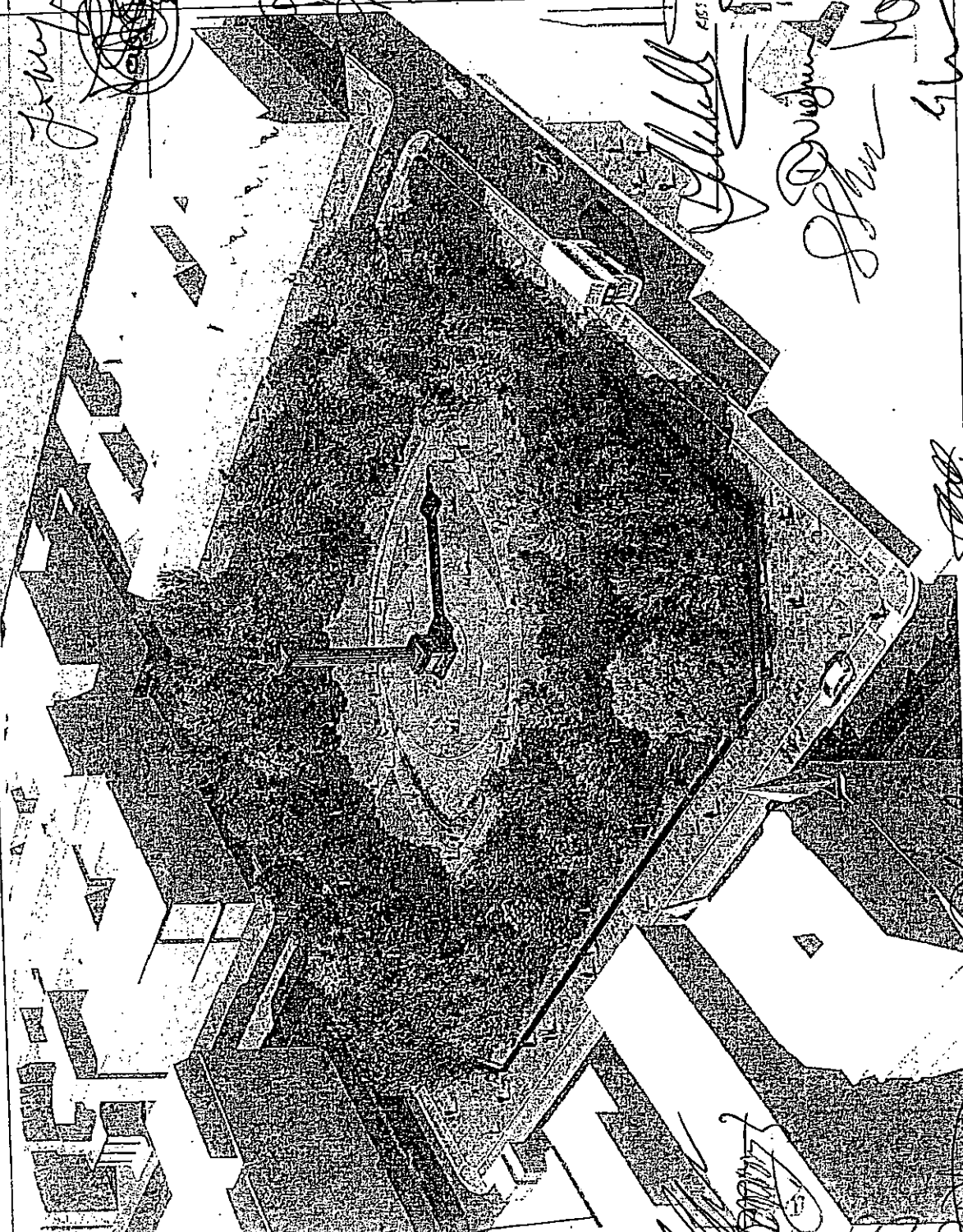
PART 6

CAPITAL STREETS - ST ANDREW SQUARE DOCUMENT

A handwritten signature in black ink, consisting of a stylized 'D' and 'W' intertwined.



Registers of Scotland



MC	QPTC	QPTC	QPTC
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Don't forget
Don't forget
Don't forget

Signature: _____

WILL
New York

By	Date
for	

City of Cambridge
 City Council
 City Clerk's Office

job title	Capital Streets Project
	51 Anderson Square
	Callahan Square 517 Broadway
sec#	NT0001
date	10-20-25
drawn by	3/26/24

3881-061	Planning Application	GILLESPIES
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12-2-77

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W. L. G.

Ernest
L. Brown

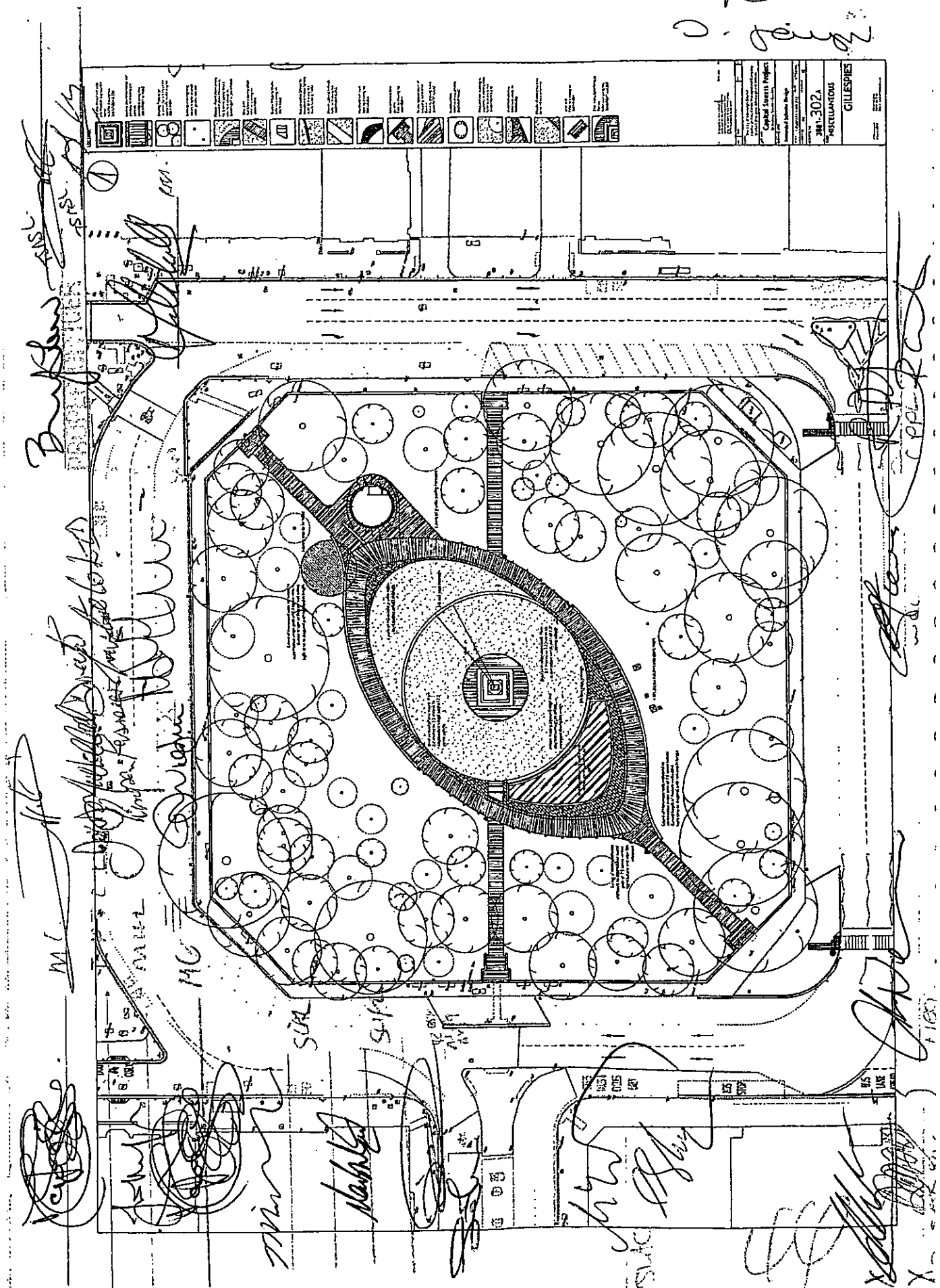
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Registers of Scotland

An aerial photograph of a city block, likely in London, showing a large central green space (St Andrew's Square) surrounded by buildings. The image is heavily annotated with handwritten notes and signatures. At the top, there are several circular stamps and the word 'Jenny' written vertically. To the right, a planning application form is visible, with fields for 'Project Name', 'Address', 'Planning Application Number', and 'Gillespies'. The form is filled out with handwritten information, including 'Capital Street Project', 'St Andrew Square', and '3881-061'. There are also several large, stylized signatures and initials scattered across the image, particularly on the right side. The overall appearance is that of a working document or a planning application submission.

2. jeune



Registers of Scotland

Note:

CONSTRUCTION PACKAGE

- Project-Coordination
- Foundations & Slab
- Services
- Steel Frame
- Timber Frame and Wall
- Construction
- Site Works
- Internal Partitions &
- Joinery Work
- Mechanical and Electrical
- Service
- Internal Finishes &
- Decoration

GLAZING PACKAGE

- Glazing/Installation Specialist
- Roof Cladding & Cantilever
- Construction
- Roof Cladding Brackets
- Insulation at Glazing
- Brackets Level
- Curved cantilever Cladding
- Fixed and sliding curved
- Screens
- Joining Mechanisms to
- Glazing
- Adjacent Staircases Steel
- Trim

TIMBER SCREEN PACKAGE

- by Paul Hoodglass Design
- Timber Screens onto
- building Walls
- Doors & Door Frames & all
- Ironmongery
- Sliding Timber Screens
- Sliding Gear and rails to
- Paul Hoodglass Design
- Staircases Steel Trim at
- Ground Level

ITEM	DESCRIPTION	QUANTITY	UNIT	PRICE	TOTAL
1	Timber Screens	100	m ²	100	10000
2	Timber Screens	100	m ²	100	10000
3	Timber Screens	100	m ²	100	10000
4	Timber Screens	100	m ²	100	10000
5	Timber Screens	100	m ²	100	10000
6	Timber Screens	100	m ²	100	10000
7	Timber Screens	100	m ²	100	10000
8	Timber Screens	100	m ²	100	10000
9	Timber Screens	100	m ²	100	10000
10	Timber Screens	100	m ²	100	10000

Refer to the City of Edinburgh Council

St Andrew Square - Gardens

Planning No. 3881-T-076C

3881-T-076C

TENDER ISSUE

GILLESPIES

DATE:

REVISION:

THIS IS THE PRINCIPAL PLAN

REFERRED TO IN THE

APPLICATION FOR BUILDING

WARRANT

DATE:

REVISION:

THIS DRAWING CORRESPONDS TO

THE BUILDING WARRANT ISSUE

DRAWING NO. 3881-153

Refer to Devisant

Macfarlane and

Partners Drawings Nos.

UN00973_001

UN00973_002

Refer to Parsons

Binkhoff Drawings for

Internal Services

External Services

Below Ground

Services

KEY:
 1. Double socket outlet
 2. Light switch
 3. Extractor fan

EMERGENCY LIGHT FITTINGS:
 All have 3 hour battery back-up
 E1 - Business signs on top of
 E2 - Illuminated overhead lighting
 E3 - Exterior quality
 E4 - at E3

Plan layout as taken on by City of
 Edinburgh Council for fit out to
 their requirements - see drawing
 155 for suggested layout.

For Elevation see
 Drawing No. 3881-T-073

This Drawing corresponds to
 the Building Warrant Issue
 Drawing No. 3881-153

Refer to Devisant
 Macfarlane and
 Partners Drawings Nos.
 UN00973_001
 UN00973_002

Refer to Parsons
 Binkhoff Drawings for
 Internal Services
 External Services
 Below Ground
 Services

THIS IS THE PRINCIPAL PLAN
 REFERRED TO IN THE
 APPLICATION FOR BUILDING
 WARRANT

5/1/06

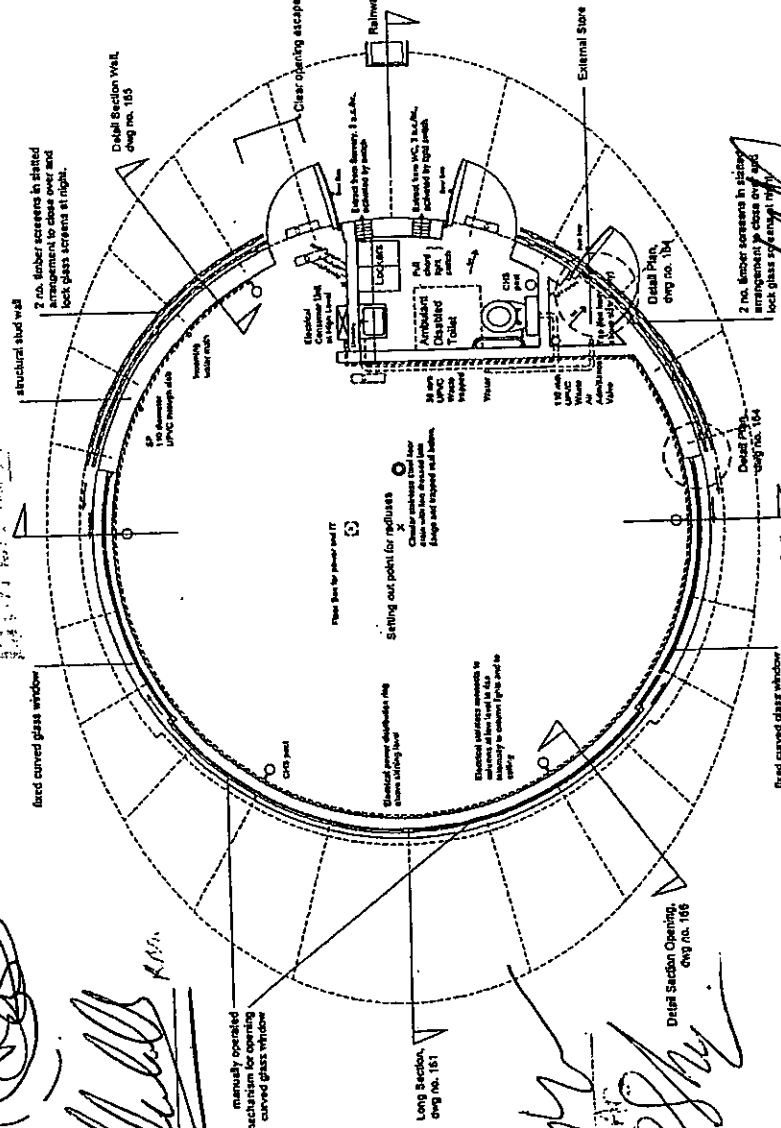
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Plan Screens down

5/1/06

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D. J. J. J.

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7-15-13

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Dr. J. A. C. C.

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100-443887-100

Illustration: Benjamin wall device

date 12-12-05

drawn by 17/03	checked C
drawing no.	500

3881-065

Planning Application

GILLESPIES

⑤

[Signature]

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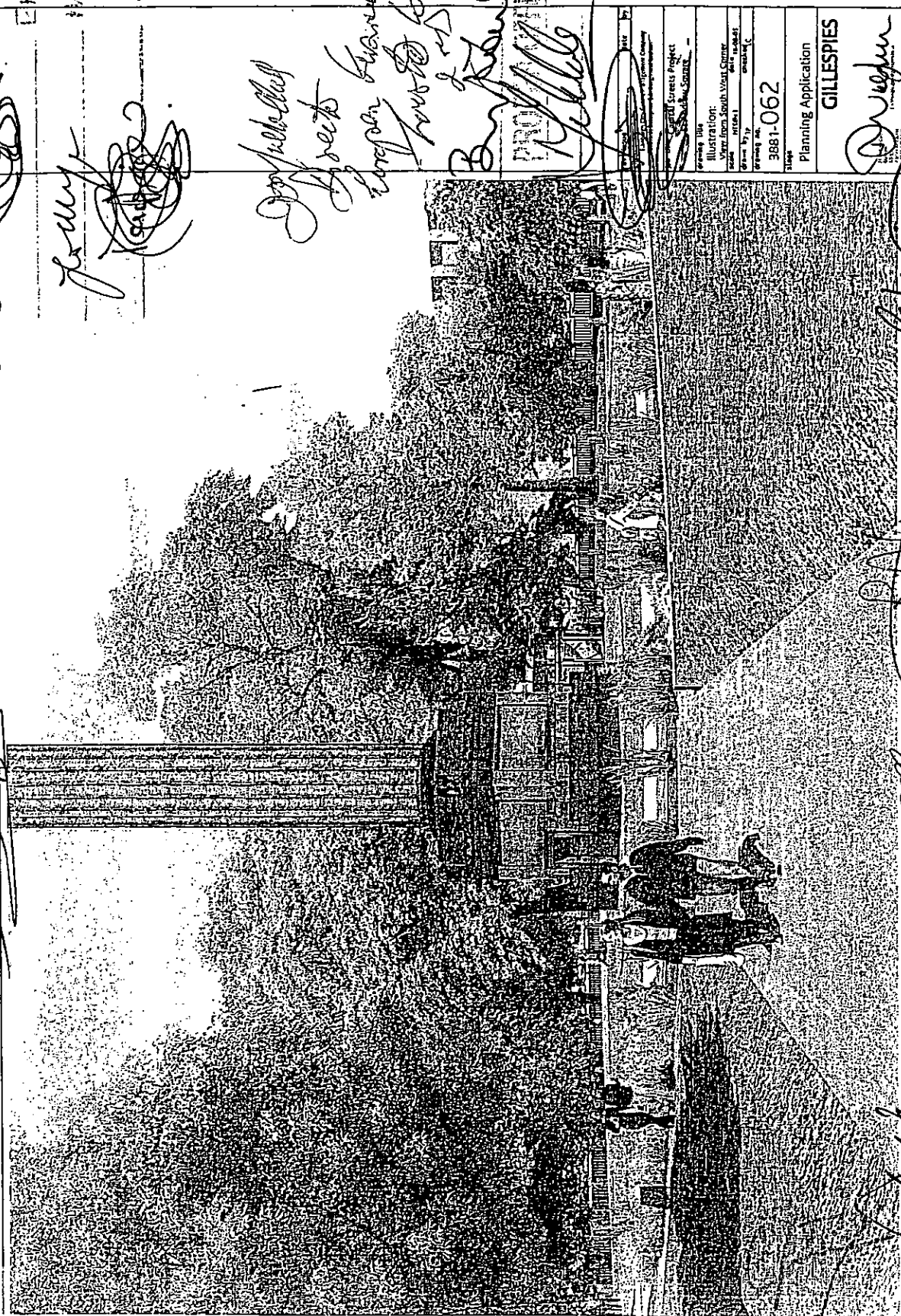
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Mr. Case
SEC
CPD
D.D.

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Planning Application

3881-062

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Planning Application

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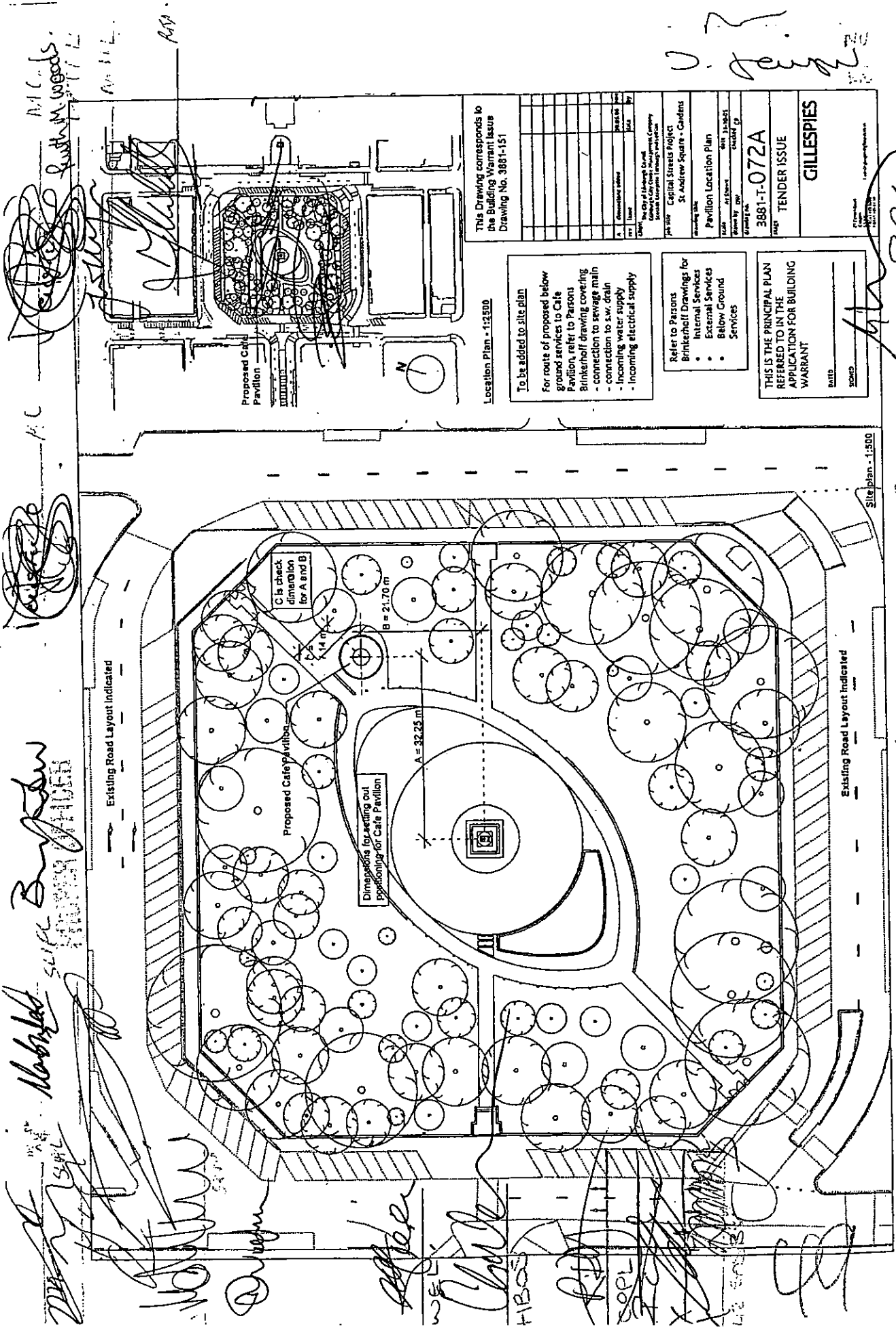
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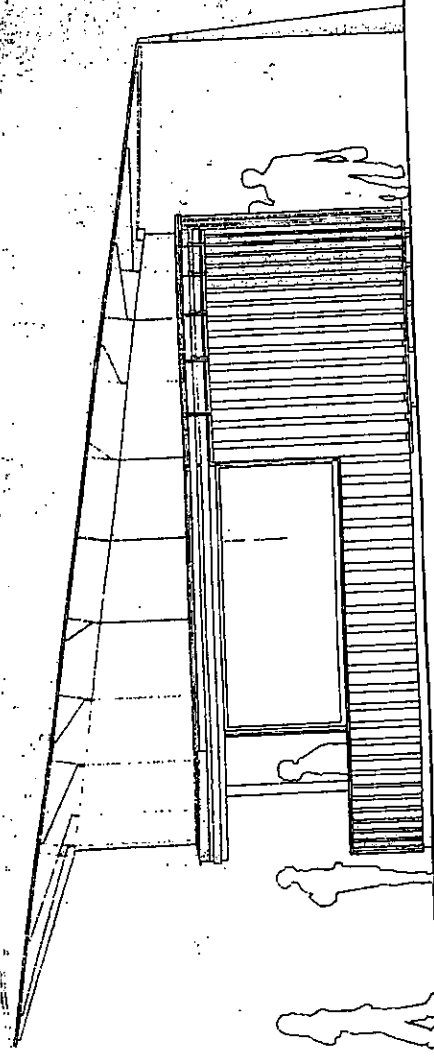
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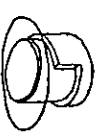
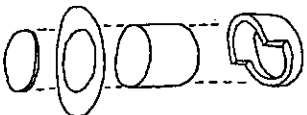
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South elevation Screen open

- solid lid
- transparent canopy
- transparent cyclone
- solid base



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SLAC

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7th Floor

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PROPOSED OFFICE

Year	Area	Value	Notes
1991	100	100	
1992	100	100	
1993	100	100	
1994	100	100	
1995	100	100	
1996	100	100	
1997	100	100	
1998	100	100	
1999	100	100	
2000	100	100	
2001	100	100	
2002	100	100	
2003	100	100	
2004	100	100	
2005	100	100	
2006	100	100	
2007	100	100	
2008	100	100	
2009	100	100	
2010	100	100	
2011	100	100	
2012	100	100	
2013	100	100	
2014	100	100	
2015	100	100	
2016	100	100	
2017	100	100	
2018	100	100	
2019	100	100	
2020	100	100	

GILLESPIES

Handwritten signatures and notes
18/01/20
MC
11/12/20
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Registers of Scotland

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PART 7 PLANNING APPLICATION

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Registers of Scotland

Form
D1

• EDINBURGH •
THE CITY OF EDINBURGH COUNCIL

FOR OFFICIAL USE ONLY

Reference No:

Associated Application No:

Registration Date:

Application for Planning Permission

Town & Country Planning (Scotland) Act 1997, Town & Country Planning (Hazardous Substances)(Scotland) Act 1997.

PLEASE REFER TO NOTES FOR GUIDANCE

Separate forms must be completed for applications for House Alterations and Extensions, Listed Building Consent, Conservation Area Consent, Advertisement Consent and other categories of application.

1

I / WE APPLY TO THE COUNCIL FOR: Please tick relevant box

Full Planning Permission



Outline Planning Permission



Approval of Reserved Matters (following outline permission)*



Modification of a planning condition(s)*



Renewal of Temporary Permission*



*Date and reference number of previous permission (if known)

Have there been any pre-application discussions with the planning section? YES ☒ NO ☐ If yes, what type:

Telephone ☒

Letter ☐

Meeting ☒

Pre-application officer's name IAN DRYDEN

2

APPLICANT'S DETAILS

NAME EDINBURGH CITY CENTRE MANAGEMENT CO. LTD.

ADDRESS 1 NEW PARLIAMENT HOUSE, 5 REGENT ROAD,
EDINBURGH

POSTCODE EH7 5BL

TELEPHONE 0131 652 5940 FAX 0131 557 9201

Please tick the box if the applicant is an Elected Member, or an officer involved in the planning process, of City of Edinburgh Council, or is a partner/close friend/relative of either ☐

3

AGENT'S DETAILS (if applicable)

NAME GILLESPIES LLP

ADDRESS 21 CARLTON COURT
GLASGOW

POSTCODE G5 9JP

TELEPHONE 0141 420 8200 FAX 0141 429 8796

Please tick the box if the agent is an Elected Member, or an officer involved in the planning process, of City of Edinburgh Council, or is a partner/close friend/relative of either ☐

4

ADDRESS OR LOCATION OF PROPOSED DEVELOPMENT please include postcode

ST. ANDREW SQUARE, EDINBURGH

5

EXISTING USE OF LAND AND/OR BUILDINGS please give details

LAND OWNERS PRIVATE GARDEN

6

DESCRIPTION OF PROPOSED DEVELOPMENT Please specify what is being proposed, reference should not be given to the Use Classes Order number only

GARDENS INCORPORATING A WATER FEATURE, LIGHTING AND
CAFE / PAVILION FOR USE OF THE GENERAL PUBLIC.

7

RESIDENTIAL DEVELOPMENT

Number of dwelling houses proposed 0 Site Area (hectares) n/a.

52

Registers of Scotland

B. J. ...
PROPER OFFICER

MC

MC

EPTCL

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15 NEIGHBOUR NOTIFICATION CERTIFICATES

AT THE SAME TIME AS SUBMITTING YOUR APPLICATION FOR PLANNING PERMISSION, YOU MUST NOTIFY YOUR NEIGHBOURS USING THE NOTICE PROVIDED AND COMPLETE THE RELEVANT CERTIFICATES.

I hereby certify that I have completed the following certificates

please tick the relevant box(es)

- A Certificate under article 9(5)(a)(i) : Non - domestic property : the applicant has given notice to neighbours listed in the certificate together with a plan showing the location of the proposed development ☒
- B Certificate under article 9(5)(a)(ii) : Domestic property: the applicant has given notice to neighbours listed in the certificate together with a plan showing the location of the proposed development ☒
- C Certificate under article 9(5)(b) : There are no neighbours that have to be notified ☐
- D Certificate under article 9(5)(c) : No buildings on the neighbouring land: the applicant could not carry out notification since there are no buildings on the neighbouring land to which the notice could be sent. ☐

16 LAND OWNERSHIP CERTIFICATES

YOU MUST FILL IN AN APPROPRIATE CERTIFICATE OF LAND OWNERSHIP.

IF YOU DO NOT OWN ALL OF THE LAND OR PROPERTY TO WHICH THIS APPLICATION RELATES, YOU MUST NOTIFY ALL THE OWNERS AND AGRICULTURAL TENANTS AT THE SAME TIME AS SUBMITTING THIS FORM.

IF YOU ARE UNABLE TO CONTACT RELEVANT PARTIES THEN PLEASE DISCUSS WITH CITY DEVELOPMENT DEPARTMENT.

I hereby certify that I have completed the following certificate

please tick the relevant box

- 1 The applicant is the only owner and the land is not an agricultural holding. ☐
- 2 Where form 1 does not apply, for example where there are other owners, lessees or agricultural tenants. ☒

DECLARATION -
Please check that you have completed questions 1-16 correctly.
You should now sign the declaration below.

I HEREBY CERTIFY THAT THE INFORMATION GIVEN BY ME IN THIS FORM IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.

Signature of applicant/agent (delete where inappropriate)

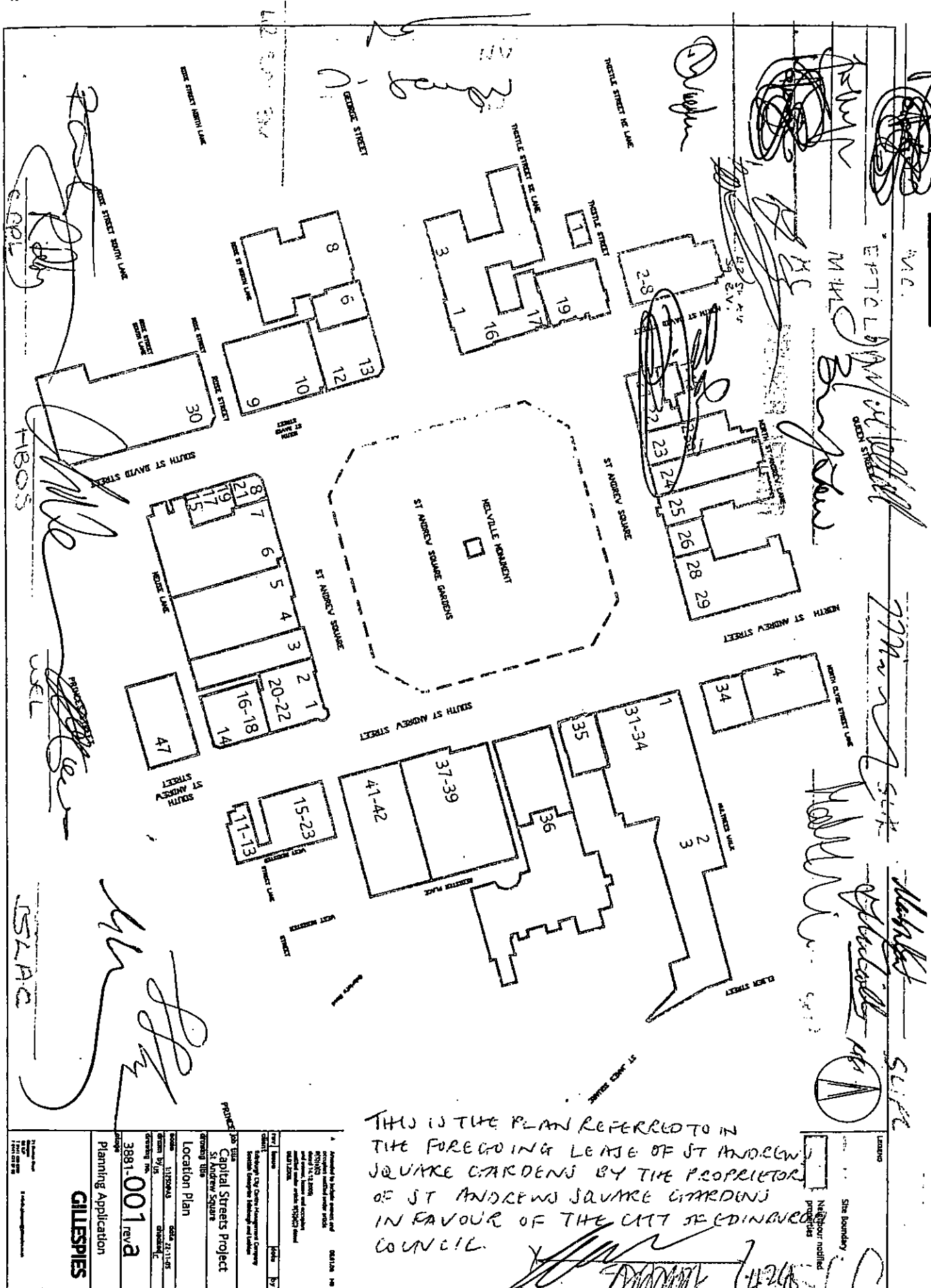
GILLESPIES LLP

14.12.2005

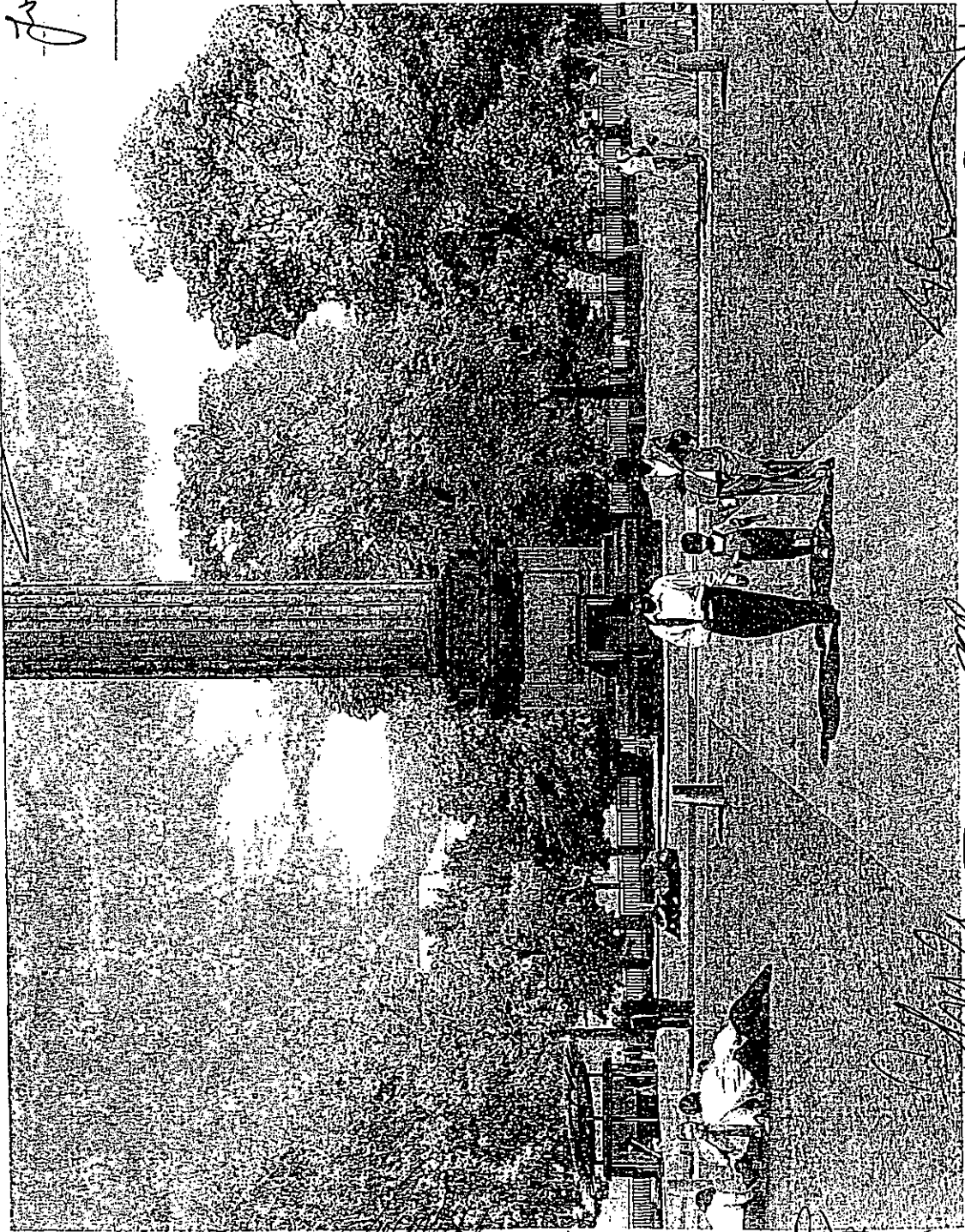
Date *17/12/05*
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Registers of Scotland



Registers of Scotland



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Registers of Scotland

8 COMMERCIAL/INDUSTRIAL DEVELOPMENT

	Existing	Proposed
Site Area (gross in hectares)	N/A	
Total Floorspace		
Intended hours of Operation		
Retail (Net Floor Area)		

9 PROPOSED ACCESS ARRANGEMENTS please tick relevant box(es)

Do you intend to:

improve an existing access	<input type="checkbox"/>
use an existing access	<input checked="" type="checkbox"/>
form a new access	<input checked="" type="checkbox"/>

10 PARKING

Number of existing parking spaces on site 0 Number of additional parking spaces 0

11 PROPOSED EXTERNAL BUILDING MATERIALS

Outside walls CAPE BUILDING OF HARD WOOD TIMBER CLADDING

Parking areas / Driveway surface N/A

Roof covering GLASS AND STAINLESS STEEL

Windows / Doors TIMBER TO MATCH WALLS, GLAZED COUNTER

Boundary walls (fences, walls etc.) EXISTING RAILINGS

12 HAZARDOUS MATERIALS

Does the proposal involve the use, storage or manufacture of hazardous materials? (delete as appropriate) yes / no

If the proposal involves the use, storage or manufacture of any "hazardous materials" (such as liquified Petroleum Gas, Hydrogen, Liquid Oxygen, or any explosive) please give details and the quantities in a covering letter. If you are in any doubt, please contact the City Development Department, Planning, 1 Cockburn Street, EH1 1ZJ, PO Box 12473. Telephone 0131 529 3595.

13 ANY OTHER PARTICULARS TO WHICH THE APPLICANT WISHES TO DRAW ATTENTION

[Handwritten signature]

14 CHECK LIST please tick all boxes

I enclose 4 copies of this form	<input checked="" type="checkbox"/>	For official use only
I enclose 4 sets of the necessary plans and drawings, two of which are coloured	<input checked="" type="checkbox"/>	
I have completed and enclose the land ownership certificates	<input checked="" type="checkbox"/>	
I have completed and enclose the neighbour notification certificates	<input checked="" type="checkbox"/>	
I enclose the necessary fee of £ <u>1,300.00</u>	<input checked="" type="checkbox"/>	
Your application cannot be registered until all these documents and the fee are received		Receipt No: <u>2</u>

Completed applications should be sent to: Head of Planning, City Development Department, City of Edinburgh Council, PO Box 12473, 1 Cockburn Street, Edinburgh, EH1 1ZJ

PROPOSAL OFFICER

And the said Lords grant Warrant for lawful execution hereon.

EXTRACTED by me having commission to that effect from the Keeper of the Registers of Scotland.

[Handwritten signature]