

EDINBURGH

DATE 25th March 1992  
REF RP/90,501-3

Copy Trust Deed

between

The City of Edinburgh  
District Council

and

The Governor and Company of  
the Bank of Scotland

**Maclay Murray & Spens**  
Solicitors

3 GLENFINLAS STREET  
EDINBURGH EH3 6AQ

RUTLAND EXCHANGE NO 137 TELEPHONE 031-226 5196  
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EDINBURGH GLASGOW LONDON

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TRUST DEED

between

THE CITY OF EDINBURGH DISTRICT COUNCIL the local authority for the said District under the Local Government (Scotland) Act 1973 and having its Principal Offices at City Chambers, High Street, Edinburgh (hereinafter called "EDC") of the first part



and

THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND incorporated by Act of Parliament and having its Head Office at The Mound, Edinburgh, EH1 1YZ (hereinafter called "the Trustee" which expression shall include such other person as may be appointed to act as trustee(s) from time to time under these presents) of the second part

WHEREAS

- (1) in terms of the Development Agreement (as hereinafter defined)
  - (a) EDC as heritable proprietors of the Site (as hereinafter defined) is to grant leases of the said Site to EICC (as hereinafter defined) and is obliged to provide loan finance to EICC under or in connection with the said Development Agreement in respect of EICC's obligation to procure the carrying out and completion of inter alia an International Conference Centre within that part of the Site designated for the Conference Centre (as hereinafter defined);

(b) EDC may, subject to conclusion of missives between EICC and the Office Developer in respect of the Assignment or Sub-Lease of EICC's interest as Tenant under a lease of a part or parts of the Site as are designated for the Office Development, grant a Feu Contract or Feu Contracts of the same part or parts of the Site as are designated for the Office Development to the Office Developer and the consideration paid by the Office Developer in respect of EDC's interest and the consideration payable or to become payable by EICC to EDC in respect of the grant of the leases by EDC to EICC are to be paid into the Income Trust Fund (as hereinafter defined) either directly by the Office Developer or by EICC;

(2) EDC as part of the arrangements set forth in the Development Agreement has agreed to enter into these presents;

NOW THEREFORE EDC and the Trustee hereby agree as follows:-

1. Interpretation

In these presents:-

- 1.1 "Available" in relation to any monies means that such monies have been released from any deposit or other investment and are available to the Trustee as cleared funds for payment pursuant to these presents;
- 1.2 "the Beneficiary" or "the Beneficiaries" means (a) in relation to the Expenditure Trust, EDC and, in the event that Lothian Regional Council the local authority for the said Region under the Local Government (Scotland) Act 1973 and having its Principal Office at George IV Bridge, Edinburgh

(hereinafter referred to as "LRC") contribute to the Expenditure Trust and that only in respect of the purposes specified in sub-paragraphs (c), (d), (e), (f) and (h) of Clause 4 hereof, LRC and (b) in relation to the Income Trust, EDC;

- 1.3 "the Development Agreement" means the Development Agreement between EDC and EICC to be entered into pursuant to the Missives among EDC's Director of Administration, McGrigor Donald, Solicitors, on behalf of Lothian and Edinburgh Enterprise Limited and Semple Fraser Haniford Di Ciacca, Solicitors, on behalf of EICC dated 23rd March 1992 relating to a proposed development at Lothian Road/West Approach Road/Morrison Street, Edinburgh (a copy of which Development Agreement, duly executed, will be annexed and executed as relative to a Memorandum to be entered into between the Trustee and EDC with reference hereto) and such variation(s) thereof as may be entered into between EDC and EICC and intimated in writing to the Trustee (together with a copy of such variation(s));
- 1.4 "EICC" means Edinburgh International Conference Centre Limited, a company incorporated under the Companies Acts (Registered No 131773) and having its Registered Office at Apex House, 99 Haymarket Terrace, Edinburgh and in substitution therefor its permitted successors in and to its interest under the Development Agreement;
- 1.5 "the Expenditure Trust" means the trust constituted pursuant to Clauses 2.1, 3 and 4 of these presents which shall be known as the "International Conference Centre Trust" and, subject to EDC transferring from the Income Trust such sum as is necessary for the

purpose of funding the construction of the Developer's Office Building in terms of the Developer's Office Building Cost Plan, may, at EDC's option, become known as the "International Conference Centre and Developer's Office Building Trust";

- 1.6 "the Expenditure Trust Fund" means the sum of TWENTY THREE MILLION FOUR HUNDRED THOUSAND POUNDS (£23,400,000) STERLING (which sum is for the avoidance of doubt inclusive of Value Added Tax, if any) and such additional sum(s) as EDC (or LRC) may from time to time elect to pay to the Trustee to be held in trust and applied for the purposes of the Expenditure Trust Fund as hereinafter specified, together with interest, dividends and other income accrued or earned on the said sum and such additional sum(s) pursuant to the provisions of these presents;
- 1.7 "Expenditure Trust Loan Notice" means a notice complying with the requirements of Clause 5.2 hereof which is a Written Notice in the form set out in Part I of the Schedule (or such other form as may be agreed in writing between the Trustee and EDC ex facie bearing to be signed by EDC's Director of Technical Services (or his/her Depute, or any of EDC's Assistant Directors of Technical Services) and EDC's Director of Finance (or his/her Depute or any of EDC's Assistant Directors of Finance);
- 1.8 "the Income Trust" means the trust constituted pursuant to Clauses 2.2, 7 and 8 of these presents which shall be known as the "EDC Lothian Road Income Trust";
- 1.9 "the Income Trust Fund" means the sums from time to time paid to the Trustee in respect of part or parts

of the Site designated for the Office Development to be held in trust and applied for the purposes of the Income Trust Fund as hereinafter specified, together with interest, dividends and other income accrued on the said sums pursuant to the provisions of these presents;

- 1.10 "Income Trust Payment Notice" means a notice complying with the requirements of Clause 9.2 hereof which is a Written Notice in the form set out in Part II of the Schedule (or such other form as may be agreed in writing between the Trustee and EDC) ex facie bearing to be signed by EDC's Director of Finance (or his/her Depute or any of EDC's Assistant Directors of Finance);
- 1.11 "the Site" has the meaning assigned to it in the Development Agreement;
- 1.12 "the Trusts" means the Expenditure Trust and the Income Trust;
- 1.13 "the Trust Funds" means the Expenditure Trust Fund and the Income Trust Fund;
- 1.14 "Written Notice" means a notice addressed to the Trustee and signed for and on behalf of the party giving such notice;
- 1.15 terms and expressions defined in the Development Agreement shall have the same meanings when used in these presents;
- 1.16 words importing the singular number shall include the plural number and vice versa, words importing the masculine gender shall include the feminine gender and

words importing persons shall include firms and corporations and vice versa;

1.17 the headings are for ease of reference and shall not affect the interpretation hereof.

2. Appointment

2.1 EDC hereby appoints the Trustee as trustee to hold in trust and apply the Expenditure Trust Fund for the purposes hereinafter specified and the Trustee, by its execution hereof, accepts such appointment.

2.2 EDC hereby appoints the Trustee as trustee to hold in trust and apply the Income Trust Fund for the purposes hereinafter specified and the Trustee, by its execution hereof, accepts such appointment.

3. Expenditure Trust Fund

3.1 EDC shall pay to the Trustee the Expenditure Trust Fund and the Trustee shall hold the Expenditure Trust Fund in the manner hereinafter provided and apply the same for the purposes hereinafter specified.

3.2 The Expenditure Trust Fund or such part thereof as shall not have been expended from time to time shall be placed by the Trustee on term deposit with the Treasury Department of the Governor and Company of the Bank of Scotland (the length of term to be agreed in writing from time to time between EDC and the Trustee) or placed in such other account or invested in such other manner as may be agreed in writing from time to time between EDC and the Trustee which agreement on the part of the Trustee shall not be unreasonably withheld or delayed.

4. Expenditure Trust Purposes

The Expenditure Trust Fund shall be held and applied (subject to the declaration aftermentioned and subject and without prejudice to the terms of Clauses 5.4 and 5.5 hereof) by the Trustee for the following purposes, namely:-

- (a) payment from time to time of the Trustee's remuneration and the other expenses and outlays of the Expenditure Trust, including any government taxes which may in the circumstances be exigible from the Expenditure Trust Fund in the United Kingdom or elsewhere and the making of any provision, as the Trustee may from time to time deem reasonably appropriate, for such government taxes;
- (b) unless and until sub-paragraph (d), (e), (f), (g) or (h) below shall apply, provision of loan finance to EICC from time to time which EDC is liable to provide under or in connection with the Development Agreement;
- (c) payment to EDC (and, in the event of LRC being a Beneficiary in relation to the Expenditure Trust, payment to LRC) of any surplus of the Expenditure Trust Fund after payment of such sum(s) as may be paid under sub-paragraphs (a) and (b) above;
- (d) payment to EDC (and, in the event of LRC being a Beneficiary in relation to the Expenditure Trust, payment to LRC) of the whole of the Expenditure Trust Fund or such part thereof as shall not previously have been expended in the event that EICC shall have gone into liquidation whether voluntarily or compulsorily or shall have had a receiver or administrative receiver appointed on any part of their assets or

undertaking and the Trustee is reasonably satisfied that that is the case;

- (e) payment to EDC (and, in the event of LRC being a Beneficiary in relation to the Expenditure Trust, payment to LRC) of the whole of the Expenditure Trust Fund or such part thereof as shall not previously have been expended in the event that the Development Agreement is terminated in terms thereof;
- (f) payment to EDC (and, in the event of LRC being a Beneficiary in relation to the Expenditure Trust, payment to LRC) of the whole of the Expenditure Trust Fund or such part thereof as shall not previously have been expended in the event that Lothian and Edinburgh Enterprise Limited do not incur expenditure of £6,000,000 for the works detailed in the Enhancement Agreement between the Scottish Development Agency and EDC referred to in the Development Agreement;
- (g) payment to EDC of a sum(s) equal to the sum(s) if any received by EICC from EEC Institutions or other parties as grants towards the cost of construction of the Conference Centre;
- (h) payment to EDC (and, in the event of LRC being a Beneficiary in relation to the Expenditure Trust, payment to LRC) of the Expenditure Trust Fund or such part thereof as shall not previously have been expended in the event that for whatever reason the Conference Centre does not proceed;

DECLARING THAT

- (i) in the event of LRC being a Beneficiary in relation to the Expenditure Trust, payments to EDC and LRC

pursuant to the foregoing purposes (c), (d), (e), (f) and (h) shall be paid in proportion to the respective financial contributions of EDC and LRC to the Expenditure Trust Fund and

- (ii) there shall be excluded from any such payments under the preceding sub-paragraph (i) such sum(s) as EDC may have transferred from the Income Trust to the Expenditure Trust which sum(s) shall be paid to EDC pursuant to the foregoing purposes.

5. Loan Requests (Expenditure Trust Fund)

5.1 The Trustee shall be entitled and obliged to make such payments under sub-paragraph (b) of Clause 4 of the Trust Deed as may be requested in any Expenditure Trust Loan Notice and that on the date specified as the Payment Date in that Expenditure Trust Loan Notice or (if later) upon the first working day occurring after receipt of that Expenditure Trust Loan Notice, subject in each case to Clause 5.6 below. All such payments shall be made in such manner as shall ensure that the amount of such payment is cleared funds in the Payee's Bank Account (as specified in the relative Expenditure Trust Loan Notice) on the date that payment is made.

5.2 A Expenditure Trust Loan Notice shall only be valid for the purposes of Clause 5.1 hereof if it is completed with the following information:-

- (a) the amount of the payment the Trustee is requested to make and the Payment Date (being the date such payment is required to be made);

(b) the Beneficiary to whom or on whose behalf the payment is to be made; and

(c) the name, address and bank account of the payee to whom the payment is to be made.

5.3 The Trustee shall not be concerned with, nor under any duty to enquire into, the authority for or validity of an Expenditure Trust Loan Notice, the circumstances giving rise to its issue, the identity or authority of the signatory or signatories thereof or whether the signatory or signatories hold(s) the office(s) therein stated or whether the signatory or signatories are acting properly as agent(s) of the Beneficiary or Beneficiaries, it being sufficient to entitle and oblige the Trustee to make a payment pursuant to Clause 4 of the Trust Deed that the Trustee received an ex facie valid Expenditure Trust Loan Notice bearing ex facie to be signed by EDC's Director of Technical Services (or his/her Depute or any of EDC's Assistant Directors of Technical Services) and EDC's Director of Finance (or his/her Depute or any of EDC's Assistant Directors of Finance) and no responsibility or liability shall attach to the Trustee in respect of any want of formal or essential validity of an Expenditure Trust Loan Notice.

5.4 For the avoidance of doubt, the Trustee shall not be entitled or obliged to make any payments under Clause 4 of the Trust Deed (other than under sub-paragraph (a) thereof) otherwise than pursuant to a request in an Expenditure Trust Loan Notice in accordance with the foregoing provisions.

- 5.5 The Trustee shall be entitled and obliged to make all payments under sub-paragraph (a) of Clause 4 of the Trust Deed as and when necessary or required in accordance with the terms of the said Clause 4.
- 5.6 If at any time the Trustee is entitled and obliged to make a payment out of the Trust Fund in accordance with the foregoing provisions of this Clause 5 but insufficient monies are Available from the Expenditure Trust Fund to make that payment in full at the time at which it falls to be made because the Expenditure Trust Fund or part thereof is then still held on a term deposit which cannot be uplifted in time to make the payment when due or because of any other reason wholly beyond the Trustee's control, the Trustee shall make the required payment to the extent of the monies which are Available from the Expenditure Trust Fund when the payment is due, but (unless EDC provides sufficient additional funds to the Trustee to pay the balance when it is due) the Trustee may defer making the balance of the payment until such time as respectively the term of the relevant deposit expires or such other reason beyond the Trustee's control ceases to prevent such balance from being Available.
6. Trustee's Remuneration re Expenditure Trust Fund
- 6.1 The Trustee's remuneration for its services as trustee under the Expenditure Trust shall be on such terms as may be agreed in writing between the Trustee and EDC and shall be payable from time to time by the Trustee out of the Expenditure Trust Fund.

- 6.2 In addition, all travelling and other out-of-pocket costs, charges and expenses (including legal expenses) which the Trustee may properly incur in relation to the execution of the Expenditure Trust and the exercise of the powers, authorities and discretion vested in it under these presents shall be payable from time to time by the Trustee out of the Expenditure Trust Fund.
- 6.3 The remuneration and the said costs, charges and expenses payable by the Trustee shall be exclusive of any Value Added Tax which shall be added at the rate applicable in the circumstances and paid by the Trustee out of the Expenditure Trust Fund.
- 6.4 The Trustee shall account to EDC with regard to all said payments, remuneration, costs and others on a monthly basis.
7. Income Trust Fund
- 7.1 Sums received by the Trustee together with written notification from EDC that such sums are to form part of the Income Trust Fund shall be credited by the Trustee to the Income Trust Fund and the Trustee shall hold the Income Trust Fund in the manner hereinafter provided and apply the same for the purposes hereinafter specified.
- 7.2 The Income Trust Fund or such part thereof as shall not have been expended from time to time shall be placed by the Trustee on term deposit with the Treasury Department of the Governor and Company of the

Bank of Scotland (the length of term to be agreed in writing from time to time between EDC and the Trustee) or placed in such other account or invested in such other manner as may be agreed in writing from time to time between EDC and the Trustee which agreement on the part of the Trustee shall not be unreasonably withheld or delayed.

8. Income Trust Purposes

The Income Trust Fund shall be held and applied (subject and without prejudice to the terms of Clauses 9.4 and 9.5 hereof) by the Trustee for the following purposes:-

- (a) payment from time to time of the Trustee's remuneration and the other expenses and outlays of the Income Trust, including any government taxes which may in the circumstances be exigible from the Income Trust Fund in the United Kingdom or elsewhere and the making of any provision, as the Trustee may from time to time deem appropriate, for such government taxes;
- (b) payment to the Expenditure Trust to provide loan finance to EICC which EDC is liable to provide under or in connection with the Development Agreement;
- (c) payment to EDC, at EDC's direction, of the whole of the Income Trust Fund (other such part thereof as may have been expended under sub-paragraphs (a) and (b) above).

9. Payment Requests (Income Trust Fund)

- 9.1 The Trustee shall be entitled and obliged to make such payments under sub-paragraphs (b) or (c) of Clause 8 of the Trust Deed as may be requested in any Income Trust Payment Notice and that on the date specified as the Income Trust Payment Date in that Income Trust Payment Notice or (if later) upon the first working day occurring after receipt of that Income Trust Payment Notice, subject in each case to Clause 9.6 below. All such payments shall be made in such manner and shall ensure that the amount of such payment is cleared funds in the Payee's Bank Account (as specified in the relative Income Trust Payment Notice) on the date that payment is made.
- 9.2 An Income Trust Payment Notice shall only be valid for the purposes of Clause 9.1 hereof if it is completed with the following information:-
- (a) the amount of the payment the Trustee is requested to make and the Payment Date (being the date such payment is required to be made);
  - (b) the Beneficiary to whom or on whose behalf the payment is to be made; and
  - (c) the name, address and bank account of the payee to whom the payment is to be made.
- 9.3 The Trustee shall not be concerned with, nor under any duty to enquire into, the authority for or validity of an Income Trust Payment Notice, the circumstances giving rise to its issue, the identity or authority of the signatory thereof or whether the signatory hold(s) the office(s) therein stated or whether the signatory

is acting properly as agent of EDC, it being sufficient to entitle and oblige the Trustee to make a payment pursuant to Clause 8 of the Trust Deed that the Trustee received an ex facie valid Income Trust Payment Notice bearing ex facie to be signed by EDC's Director of Finance (or his/her Depute or any of EDC's Assistant Directors of Finance) and no responsibility or liability shall attach to the Trustee in respect of any want or formal or essential validity of an Income Trust Payment Notice.

- 9.4 For the avoidance of doubt, the Trustee shall not be entitled or obliged to make any payments under subparagraphs (b) or (c) of Clause 8 of the Trust Deed otherwise than pursuant to a request in an Income Trust Payment Notice in accordance with the foregoing provisions.
- 9.5 The Trustee shall be entitled and obliged to make all payments under sub-paragraph (a) of Clause 8 of the Trust Deed as and when necessary or required in accordance with the terms of the said Clause 8.
- 9.6 If at any time the Trustee is entitled and obliged to make a payment out of the Income Trust Fund in accordance with the foregoing provisions of this Clause 9 but insufficient monies are Available from the Trust Fund to make that payment in full at the time at which it falls to be made because the Income Trust Fund or part thereof is then still held on a term deposit which cannot be uplifted in time to make the payment when due or because of any other reason wholly beyond the Trustee's control, the Trustee shall make the required payment to the extent of the monies which are Available from the Income Trust Fund when the payment is due, but (unless EDC provides

is acting properly as agent of EDC, it being sufficient to entitle and oblige the Trustee to make a payment pursuant to Clause 8 of the Trust Deed that the Trustee received an ex facie valid Income Trust Payment Notice bearing ex facie to be signed by EDC's Director of Finance (or his/her Depute or any of EDC's Assistant Directors of Finance) and no responsibility or liability shall attach to the Trustee in respect of any want or formal or essential validity of an Income Trust Payment Notice.

- 9.4 For the avoidance of doubt, the Trustee shall not be entitled or obliged to make any payments under sub-paragraphs (b) or (c) of Clause 8 of the Trust Deed otherwise than pursuant to a request in an Income Trust Payment Notice in accordance with the foregoing provisions.
- 9.5 The Trustee shall be entitled and obliged to make all payments under sub-paragraph (a) of Clause 8 of the Trust Deed as and when necessary or required in accordance with the terms of the said Clause 8.
- 9.6 If at any time the Trustee is entitled and obliged to make a payment out of the Income Trust Fund in accordance with the foregoing provisions of this Clause 9 but insufficient monies are Available from the Trust Fund to make that payment in full at the time at which it falls to be made because the Income Trust Fund or part thereof is then still held on a term deposit which cannot be uplifted in time to make the payment when due or because of any other reason wholly beyond the Trustee's control, the Trustee shall make the required payment to the extent of the monies which are Available from the Income Trust Fund when the payment is due, but (unless EDC provides

sufficient additional funds to the Trustee to pay the balance when it is due) the Trustee may defer making the balance of the payment until such time as respectively the term of the relevant deposit expires or such other reason beyond the Trustee's control ceases to prevent such balance from being Available.

10. Trustee's Remuneration (Income Trust Fund)

10.1 The Trustee's remuneration for its services as trustee under the Income Trust shall be on such terms as may be agreed in writing between the Trustee and EDC and shall be payable from time to time by the Trustee out of the Income Trust Fund.

10.2 In addition, all travelling and other out-of-pocket costs, charges and expenses (including legal expenses) which the Trustee may properly incur in relation to the execution of the Income Trust and the exercise of the powers, authorities and discretion vested in it under these presents shall be payable from time to time by the Trustee out of the Income Trust Fund.

10.3 The said remuneration and the said costs, charges and expenses payable by the Trustee shall be exclusive of any Value Added Tax which shall be added at the rate applicable in the circumstances and paid by the Trustee out of the Income Trust Fund.

10.4 The Trustee shall account to EDC with regard to said payments, remuneration, costs and others on a monthly basis.

11. Powers of Trustee

Notwithstanding the Trustee being entitled to the said remuneration in terms of Clauses 6 and 10 hereof, the Trustee shall in relation to the Trusts have all the rights, powers, privileges and immunities which gratuitous trustees have or may have in Scotland, including power to resign office (subject to Clause 14 hereof), and by way of supplement it is expressly declared as follows in relation to the Trusts:-

- 11.1 The Trustee may in relation to these presents (but without prejudice to any liability of the Trustee for the Trustee's own actings) act on the opinion or advice of or any information obtained from any lawyer, banker, valuer, surveyor, broker, auctioneer, accountant or other expert whether obtained by EDC or by the Trustee or otherwise. Any such opinion, advice or information may be sent or obtained by letter, telex or facsimile transmission.
- 11.2 The Trustee shall not be bound to take any steps to ascertain or enquire whether any event has happened or condition satisfied or obligation implemented upon the happening, satisfaction or implementation of which any payment is due to be made to the Beneficiary under the Development Agreement or otherwise and further the Trustee shall be and is hereby authorised to assume without enquiry in the absence of knowledge by or Written Notice to it to the contrary that the Beneficiary is duly performing and observing all the obligations and provisions to be performed and observed by it inter se under the Development Agreement.

11.3 Save as herein otherwise expressly provided the Trustee shall as regards all trusts, powers, authorities and discretions vested in it by these presents have absolute and uncontrolled discretion as to the exercise or non-exercise thereof and provided it shall not have acted fraudulently shall be in no way responsible for any loss, costs, damages, expenses or inconvenience that may result from the exercise or non-exercise thereof; and in particular, except as provided in Clauses 4, 5, 8 and 9 of these presents and as expressly provided in other provisions of these presents (including in each case any variation of these presents), it shall not be bound to act at the request or discretion of the Beneficiary or so far as regards the Expenditure Trust the Beneficiaries or otherwise under any provision of these presents or to take at such request or direction any other action under any provision of these presents unless the Trustee shall first be indemnified to its satisfaction against all proceedings, claims and demands to which the Trustee may thereby become liable and all costs, charges, expenses and liabilities which may thereby be incurred.

11.4 If so requested by Written Notice at any time, the Trustee shall determine any question or dispute arising between the Beneficiaries in relation to any of the provisions of the Trust Deed and any variation thereof or any matter arising therefrom (being a question specified in such Written Notice) and in that event the determination of the Trustee shall be conclusive and binding upon the Beneficiaries. If any question or dispute shall arise among the Beneficiaries in relation to any of the provisions of the Trust Deed and any variation thereof or any matter arising therefrom which is not referred to the Trustee for determination pursuant to the foregoing provisions, or if any question or dispute shall arise

between or among the Trustee and the Beneficiary or Beneficiaries in relation to any of the provisions of the Trust Deed and any variation thereof or any matter arising therefrom, such question or dispute shall be referred to an arbiter to be appointed by the President of the Law Society of Scotland on the application of any of the parties to the dispute or difference. The procedure in relation to any determination or arbitration pursuant to this clause shall be such as may be agreed between the parties to the relevant question or dispute and the party determining or arbitrating upon such dispute or, failing agreement, fixed by such person having regard to the urgency of the question or dispute in the context of the progress of the development to which the Development Agreement relates. Any award of any arbiter appointed pursuant to this clause shall be final and binding on the parties to the relevant question or dispute, and the expenses of any such arbitration shall be borne as directed by the arbiter.

- 11.5 The Trustee may whenever it thinks it expedient in the interests of the Beneficiary or the Beneficiaries delegate by power of attorney or otherwise to any person or persons or fluctuating body or persons (whether being a trustee of these presents or not) all or any of the trusts, powers and discretions vested in it by these presents and such delegation may be made upon such terms and conditions (including power to sub-delegate) and subject to such regulations as the Trustee may in the interests of the Beneficiary or the Beneficiaries think fit but the Trustee shall be liable for any actions or omissions of the person or persons to whom such delegation is made to the same extent as if such actions or omissions were those of the Trustee itself.

11.6 The Trustee may in the conduct of the Trusts instead of acting personally if it considers it expedient in the interests of the Beneficiary or the Beneficiaries employ and pay an agent whether being a solicitor or other person to transact or concur in transacting any business and to do or concur in doing all acts required to be done by the Trustee including the receipt and payment of money and the Trustee being a lawyer, banker, valuer, surveyor, broker, auctioneer, accountant or other person engaged in any profession or business shall be entitled to charge and be paid all professional and other charges for business transacted and acts done by it in connection with the Trusts and also its reasonable charges in addition to disbursements and Value Added Tax for all other necessary work and business done and all time spent by it in connection with matters which might or should have been attended to in person by a trustee not being engaged in any profession or business.

11.7 The Trustee hereof may in the execution and exercise of all or any of the trusts, powers and discretions vested in the Trustee by these presents act by a duly authorised officer or employee for the time being of the Trustee.

11.8 Without prejudice to the duties of the Trustee to comply with any obligation imposed by Act of Parliament relating to taxation or any rights of appeal or otherwise given to the Trustee in terms of any Act of Parliament relating to taxation, the Trustee shall have the fullest powers to disclose the existence of these presents, the Trusts and the Trust Funds to the Departments of Inland Revenue and Customs and Excise, to claim any relief from taxation, or make any return required by the said Departments, or to comply with any notice issued by the said Departments, and the Trustee may, in its absolute discretion,

negotiate, settle, compromise or appeal any assessment, notice of determination, decision or refusal of any claim in respect of any government taxes whatsoever and shall be immune from any claim or legal action on the part of the Beneficiary or the Beneficiaries in respect of its fulfilment of any obligation imposed by Act of Parliament or right of appeal or otherwise given by Act of Parliament relating to taxation or its exercise of any power hereunder.

12. Indemnity

Without prejudice to the right of indemnity given to trustees by law, the Trustee and every attorney, agent or other person appointed by it hereunder shall save in so far as the same result from any failure, default, neglect or negligence of the Trustee or those for whom it is responsible at law be indemnified by EDC against all liabilities and expenses incurred by it or him in the execution or purported execution of the powers and trusts of these presents or of any powers, authorities or discretions vested in it or him pursuant to these presents and against all actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted in any way relating to these presents (except that for the avoidance of doubt the right of indemnity under this Clause does not apply in relation to any liability of the Trustee for any breach by the Trustee of the express provisions of these presents and any variation of these presents) and the Trustee may in priority to any payment to the Beneficiary or, in respect of sub-paragraphs (c), (d), (e), (f) or (h) of Clause 4 hereof, the Beneficiaries retain and pay out of any moneys in its hands upon the trusts of these presents the amount of any such liabilities and expenses indemnified under this Clause and also the remuneration of the Trustee as hereinbefore provided.

13. Modification

The Trustee may at any time and from time to time concur with EDC (or, if LRC is a Beneficiary in relation to the Expenditure Trust, in respect of matters in relation to the Expenditure Trust only, concur with EDC and LRC) in making any modification to these presents or which is to correct a manifest error or omission.

14. Appointment of new trustees

The power to appoint new trustees of these presents shall be vested in EDC and, if LRC is a Beneficiary in relation to the Expenditure Trust, with the approval of LRC (such approval not to be unreasonably withheld or delayed). Whenever there shall be more than two trustees of these presents the majority of such trustees shall be competent to exercise all the powers, authorities and discretions vested by these presents in the Trustee.

15. Retirement of Trustee

The Trustee of these presents may retire at any time without assigning any reason and without being responsible for any costs occasioned by such retirement upon giving to EDC not less than three months notice in writing but no such retirement shall take effect until the appointment of a new Trustee shall have been completed pursuant to Clause 14 hereof.

16. General Powers of Trustee

The powers conferred by these presents upon the Trustee shall be in addition to any powers which may from time to time be vested in it by the general law.

17. Discharge of the Trusts

17.1 Upon proof being given to the satisfaction of the Trustee that all the moneys payable under the Expenditure Trust have been paid off or satisfied or upon the Trustee receiving Written Notice to the effect that provision satisfactory to the Trustee for their payment off or satisfaction has been made and upon payment of all costs, charges and expenses incurred by and remuneration due to the Trustee in relation to these presents the Trustee shall at the request and cost of EDC execute and do all such deeds, acts and things as may be necessary to discharge these presents.

17.2 Upon proof being given to the satisfaction of the Trustee that all the moneys payable under the Income Trust have been paid off or satisfied or upon the Trustee receiving Written Notice to effect that provision satisfactory to the Trustee for their payment off or satisfaction has been made and upon payment of all costs, charges and expenses incurred by and remuneration due to the Trustee in relation to these presents the Trustee shall at the request and cost of EDC execute and do all such deeds, acts and things as may be necessary to discharge these presents.

18. Notices

Any notice or demand to EDC or the Trustee or any approval or certificate required to be given, made or served for any purpose hereof, shall be given, made or served by hand delivery of the same by letter or by sending the same by telex, telecopier, facsimile transmission or any instantaneous electronic method of written communication or made by telephone (but in the case of notice by telephone with subsequent confirmation by written communication as

aforesaid despatched or delivered by hand within 48 hours)  
as follows:-

to EDC:                   The City of Edinburgh District Council  
City Chambers  
High Street  
Edinburgh, EH1 1YJ

Telephone: 031-225 2424  
Facsimile: 031-220 1494

Attention: Director of Administration

to the Trustee:       The Governor and Company of the Bank of  
Scotland,  
Trustee Department,  
PO Box 41,  
101 George Street,  
Edinburgh, EH2 3JH

Telephone: 031-243 8144  
Telex: 727573  
Facsimile: 031-243 8217

Attention: Trustee Manager

to LRC:                   Lothian Regional Council  
Regional Headquarters  
George IV Bridge  
Edinburgh       EH1 1UQ

Telephone: 031-229 9292  
Telex: 727586  
Facsimile: 031-469 3010

Attention: Director of Finance.

or at such other address as shall have been notified (in  
accordance with this Clause) to the other party hereto for  
the purpose of this Clause. Any notification delivered or  
sent as provided in this Clause shall be deemed to be given,  
made or served at the time of delivery of such letter by  
hand or despatching such other written communication or  
making such telephone call if subsequently confirmed as  
aforesaid.

19. Proper law

This Deed shall in all respects be governed by and construed in accordance with the law of Scotland and the parties hereto consent to registration hereof for preservation and execution: IN WITNESS WHEREOF, these presents typewritten on this and the preceding twenty four pages are, together with the Schedule annexed, executed as follows:- they are subscribed on behalf of the said The City of Edinburgh District Council in accordance with the provisions of Section 3 of the Schedule to The City of Edinburgh District Council Order Confirmation Act 1991 by Sheila Kennedy, a Councillor, and William Blyth, Director of Administration, one of the proper Officers of the said District Council, both at Edinburgh on the Twenty fourth day of March Nineteen hundred and ninety two; and, in terms of Act of Parliament, and by authority of the Board of Directors, they are sealed with the Common Corporate Seal of the said The Governor and Company of the Bank of Scotland and subscribed by Laurence John Edwards, Solicitor, Legal Services Department, for and on behalf of the said The Governor and Company of the Bank of Scotland all at Edinburgh on the Twenty fifth day of the month and in the year lastmentioned in the presence of these witnesses, Alison Mary Turner and Joanne Gow, both Clerks, Bank of Scotland; Edinburgh.

*Deputy Manager*

*Edinburgh City Council Development Trust*  
 The City of Edinburgh Council  
 and registered in the  
 as subsequently amended  
 BIOC and EOC  
 Trust Deed.

*Director of Administration*  
 Sheila Kennedy  
 Councillor

*Laurence J Edwards*  
 Solicitor

*Joanne Gow (witness)*

*Alison Mary Turner (witness)*

SENDER COLLECTOR  
 124563

SCHEDULE to the foregoing  
TRUST DEED

PART I

Written Notice requesting loan (so far as regards the purpose specified in sub-paragraph (b) of Clause 4) and payment (so far as regards the purposes specified in sub-paragraphs (c) to (h) (inclusive) of Clause 4) from Expenditure Trust

The Governor and Company  
of the Bank of Scotland ("the Bank")  
Trustee Department  
PO Box 41  
101 George Street  
EDINBURGH EH2 3JH

For the attention of the Trustee Manager

Dear Sirs

International Conference Centre Development Trust

We refer to the Trust Deed between The City of Edinburgh District Council and the Bank dated [ ] and registered in the Books of Council and Session on [ ] as subsequently amended ("the Trust Deed"). The terms EICC and EDC have the same respective meanings herein as in the Trust Deed.

In this letter:-

- (a) "the Beneficiary" means [EDC][LRC];
- (b) "the Payment" means [ ] POUNDS (£[ ]);
- (c) "the Payment Date" means [ ];
- (d) "the Payee" means [either [the Beneficiary] or [[ ] being the Beneficiary's nominated payee]];
- (e) "the Payee's Bank Account" means account number [ ] in the name of [the Payee] at the [name and branch address of bank] (sort code [ ]); and
- (f) "the Expenditure Trust Fund" has the meaning assigned to it in the Trust Deed.

For the purposes of the Trust Deed, we hereby request the Bank as Trustee under the Trust Deed to pay out of the Expenditure Trust Fund the Payment to the Beneficiary by remittance on the Payment Date to the Payee at the Payee's Bank Account.

Yours faithfully

EDC's [Director] [Depute Director] [Assistant Director] of Technical Services

EDC's [Director] [Depute Director] [Assistant Director] of Finance

DEFINITIONS

As used in this Deed between The City of Edinburgh City Council and the Bank dated [ ] and registered in the [ ] and Session on [ ] (the "Trust Deed"). The terms used here have the meanings herein as in the Trust Deed.

(a) "Expenditure" means (state either EDC or Expenditure)

(b) "Pounds" means [ ] POUNDS (£)

(c) "The City" means [ ]

(d) "The Beneficiary" means either (the Beneficiary) or [ ] (a nominated payee) or (the Trustee of the Expenditure Trust);

(e) "The Payee's Bank Account" means (either (account number) [ ] (the Payee) at the (name and address) [ ] or (the account) [ ]); and

(f) "The Trust Deed" means the meaning assigned to it in the Trust Deed.

PART IIWritten Notice requesting either (a) payment or (b) transfer to Expenditure Trust, in either case from Income Trust

The Governor and Company  
of the Bank of Scotland ("the Bank")  
Trustee Department  
PO Box 41  
101 George Street  
EDINBURGH EH2 3JH

For the attention of the Trustee Manager

Dear Sirs

[EDC] Lothian Road Development Trust

We refer to the Trust Deed between The City of Edinburgh District Council ("EDC") and the Bank dated [ ] and registered in the Books of Council and Session on [ ] as subsequently amended ("the Trust Deed"). The terms used herein have the same respective meanings herein as in the Trust Deed.

In this letter:-

- (a) "the Beneficiary" means [state either EDC or Expenditure Trust];
- (b) "the Payment" means [ ] POUNDS (£[ ]);
- (c) "the Payment Date" means [ ];
- (d) "the Payee" means [either [the Beneficiary] or [[ ] being the Beneficiary's nominated payee] or [the Bank as Trustee of the Expenditure Trust]]; and
- (e) "the Payee's Bank Account" means [either [account number [ ] in the name of [the Payee] at the [name and branch address of bank] (sort code [ ])] or [the account of the Expenditure Truste Fund]]; and
- (f) "the Income Trust Fund" has the meaning assigned to it in the Trust Deed.

For the purposes of the Trust Deed, we hereby request the Bank as Trustee under the Trust Deed to pay out of the Income Trust Fund the Payment to the Beneficiary by remittance on the Payment Date to the Payee at the Payee's Bank Account.

Yours faithfully

EDC's [Director] [Depute Director]  
[Assistant Director] of Finance

  
Director of Administration

