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in black type, or
bold block lettering

*insert full name
of Company

COMPANIES FORM No. 395

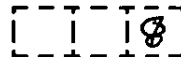
Particulars of a mortgage or charge

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

Pursuant to section 395 of the Companies Act 1985

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

For official use



Company number

05118500

Name of company

* Serviced Offices UK Nominee Limited (the Company)

Date of creation of the charge

08 December 2008

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

Legal Charge (the Charge)

Amount secured by the mortgage or charge

See Schedule 1 and Appendix attached hereto.

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

Bank of Scotland plc having its registered office at The Mound, Edinburgh
(BoS)

Postcode EH1 1YZ

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

Walker Morris Solicitors
Kings Court
12 King Street
Leeds
LS1 2HL

BAN.68-2423 PHJ/IAA

Time critical reference

For official Use (02/06)
Mortgage Section

Post room

TUESDAY



AZZEP5P5

A14

16/12/2008

77

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

see Schedule 2 and Appendix attached hereto.

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

Particulars as to commission allowance or discount (note 3)

Nil

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

Signed

Walter Morris

Date 15 December 2008

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

*† delete as
appropriate*

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
(a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
(b) procuring or agreeing to procure subscriptions, whether absolute or conditional,
for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

SCHEDULE 1

Defined terms used in this Schedule 1 shall have the meanings given to them in the attached Appendix, unless otherwise defined herein.

AMOUNT SECURED BY MORTGAGE OR CHARGE

Under clause 2 of the Charge, the Borrower agrees to pay to BoS all or any money and liabilities which shall from time to time (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to BoS by the Borrower, whether actually or contingently, solely or jointly and whether as principal or surety (or guarantor or cautioner) including any money or liabilities of the Borrower to a third party which have been assigned or novated to or otherwise vested in BoS and including discount, commission and other lawful charges or expenses which BoS may in the course of its business charge or incur in respect of any of those matters or for keeping the Borrower's account, together with Interest upon them and Expenses relating to them (the **Secured Liabilities**) when BoS demands in writing.

SCHEDULE 2

Defined terms used in this Schedule 2 shall have the meanings given to them in the attached Appendix, unless otherwise defined herein.

SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED

1 The Borrower with full title guarantee charges to BoS as security for the Secured Liabilities:-

- 1.1 by way of legal mortgage the Property together with all present and future buildings and fixtures (including trade and tenant's fixtures) which are at any time on or attached to the Property;
- 1.2 by way of fixed charge any goodwill relating to the Property or the business or undertaking conducted at the Property;
- 1.3 by way of fixed charge all plant, machinery and other items attached to and forming part of the Property on or at any time after the date of the Charge;
- 1.4 by way of assignment the Rental Sums together with the benefit of all rights and remedies of the Borrower relating to them to hold to BoS absolutely subject to redemption upon repayment of the Secured Liabilities;
- 1.5 by way of fixed charge all rights and interests in and claims made under any insurance policy relating to any of the property charged under the Charge; and
- 1.6 if the Borrower is a company (which shall include an industrial and provident society registered under the Industrial and Provident Society Acts) by way of floating charge all unattached plant, machinery, chattels and goods now or at any time after the date of the Charge on or in or used in connection with the Property or the business or undertaking conducted at the Property.

2 All of the provisions of the Conditions shall be deemed to apply to the Charge.

3 If the title to the Property is registered at H.M. Land Registry, the Borrower applies to the Chief Land Registrar to enter upon the register of title to the Property a restriction that no disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge.

4 The Borrower's and the Chargor's Obligations

The Borrower and the Owner each agree with BoS as follows:

- 4.1 Not to create or attempt to create or allow to be created or to exist any charge (whether fixed or floating) or lien of any kind over the Property (except in favour of BoS) without the prior written consent of BoS.
- 4.2 Not to sell, transfer, lease or otherwise dispose of all or any part of the Property, or agree to do so, whether at law or in equity, without the prior written consent of BoS.

Note.

The Charge gives BoS the power to appoint a Receiver.

APPENDIX

DEFINITIONS

"Borrower" as described in the Schedule to the Charge means together Serviced Offices UK GP Limited (Registered number: 04063878) of St Helen's, 1 Undershaft, London EC3P 3DQ as general partner of the Partnership and the Company;

"Conditions" means BoS's Commercial Charge Conditions (2007 Edition);

"Expense" or **"Expenses"** mean the total of the following:

any commission and other charges which BoS may from time to time charge to the Borrower in the ordinary course of BoS's business in respect of the Secured Liabilities or any service provided by BoS to the Borrower;

any costs, charges, premiums, fees and expenses incurred from time to time by BoS or the Receiver under the Conditions and which are either repayable by the Borrower under the Conditions or are incurred in the exercise by BoS or the Receiver of their powers under the Conditions;

any costs, charges and expenses incurred by BoS or the Receiver in connection with BoS or the Receiver doing anything to protect the Mortgage or to obtain possession of or sell or deal (in any other way allowed by the Conditions) with the Property;

together with Value Added Tax upon such sums where appropriate;

"Interest" means any sum of money payable to BoS by way of interest upon the Secured Liabilities.

"Owner" means any and every person (whether the Borrower or otherwise) who has granted a Charge to BoS as security for the Liabilities and also:

the Owner's successors and personal representatives; and

any person to whom the Owner's interest in all or part of the Property has been transferred or otherwise disposed of without such interest first being released from the effect of the Charge;

"Partnership" means Serviced Offices UK Limited Partnership (Registered number: LP007120);

"Property" means the Property described in the Schedule to the Charge as the leasehold property known as Temple Circus, Temple Way, Bristol BS1 6HG registered at the Land Registry under Title Number BL97044;

"Receiver" means an administrative receiver, receiver and manager or other receiver appointed by BoS pursuant to the Charge in respect of the Owner or of all or any part of the Property;

"Rental Sums" means all rents, profits, incomes, fees and other sums at any time payable by any lessees, underlessees, tenants or licensees of the Property to the Owner pursuant to the terms of any agreements for lease, leases, underleases, tenancies or licences to which all or any part of the Property is subject but not any sums payable in respect of services provided to such lessees, underlessees, tenants or licensees or payable in respect of insurance premiums or reasonable professional fees or expenses.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 5118500
CHARGE NO. 8**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 8
DECEMBER 2008 AND CREATED BY SERVICED OFFICES UK
NOMINEE LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE COMPANY AND/OR ALL OR ANY OF
THE COMPANIES NAMED THEREIN TO BANK OF SCOTLAND
PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED
PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT
1985 ON THE 16 DECEMBER 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 17 DECEMBER
2008



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES