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COMPANIES FORM No 395

Particulars of a mortgage or charge

109343/13

395

CHFP000

A fee of £13 is payable to Companies House in respect of each register entry for the 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

5407118

Please do not write
in this margin
Please complete
legibly, preferably
in black type or
bold block lettering

*insert full name of
company

Name of Company

* Apia Regional Office Fund (General Partner) Limited (the "Company")

Date of creation of the charge

7 June 2005

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

Fixed and floating security document (the "Security Document") between the Company, Apia Regional Office Fund Limited Partnership (acting by its general partner, the Company) and the Secured Party (as defined below) dated 7 June 2005.

Amount secured by the mortgage or charge

(PLEASE SEE ATTACHED CONTINUATION SHEET)

Name and address of the mortgagees or persons entitled to the charge

The Royal Bank of Scotland plc which expression includes its successors in

title, permitted assigns and permitted transferees (the "Secured Party")

1 Exchange Flags, Liverpool

Postcode

L2 3XN

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

Linklaters
One Silk Street
London EC2Y 8HQ
Tel: 020 7456 2000

Please return
via
CH London Counter

Ref: CW/DJA/NK

Time critical reference

For official Use
Mortgage Section

Post room

LD3
COMPANIES HOUSE

L0453521

0466
09/06/05

(PLEASE SEE ATTACHED CONTINUATION SHEET)

Please do not write
in this margin

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

Particulars as to commission allowance or discount (note 3)

Nil

A fee of £13 is
payable to
Companies House
in respect of each
register entry for a
mortgage or
charge.
(See Note 5)

Signed

Director (DATA)

Date

9 June 2005

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

Note

[†] Delete as appropriate

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 including in this return. The rate of interest payable under the terms of the debentures should not be entered.
4. If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
5. Cheques and Postal Orders are to be made payable to **Companies House**.
6. The address of the Registrar of Companies is:-

Name of Company

Apia Regional Office Fund (General Partner) Limited

Company Number

5407118

Amount secured by the mortgage or charge

The "**Liabilities**" of a Chargor means all present and future moneys, debts and liabilities due, owing or incurred by it to the Secured Party on any current or other account or otherwise in any manner whatsoever (in each case, whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently and whether as principal, surety or otherwise).

Short particulars of all the property mortgaged or charged**1 Fixed Charges**

Each Chargor, with full title guarantee (save as disclosed in the relevant Certificate of Title) in respect of its respective interests only and as security for the payment of all Liabilities (whether of that or any other Chargor), charges in favour of the Secured Party:

1.1 by way of first legal mortgage, all Real Property in England and Wales (including that described in Schedule 3 (*Real Property*) of the Security Document (as set out in Note (3) to this Form) belonging to it at the date of the Security Document;

1.2 by way of first fixed equitable charge, all other Real Property belonging to it at the date of the Security Document and all Real Property acquired by it in the future;

1.3 by way of first fixed charge, all its present and future:

- (i) Book Debts;
- (ii) Bank Accounts;
- (iii) Investments;
- (iv) uncalled capital and goodwill;
- (v) Intellectual Property;
- (vi) beneficial interest in any pension fund;
- (vii) plant and machinery (except that mortgaged or charged by way of first legal mortgage as set out in paragraph 1.1 above by way of first fixed equitable charge as set out in paragraph 1.2 above);
- (viii) rights under any contract or other document relating to or in any way connected with the appointment of any managing agent of any Real Property;
- (ix) rights under any agreement relating to the purchase of Real Property;
- (x) rights under any agreement for the sale of any of its Charged Asset (except any such Charged Asset subject to a floating charge as set out in paragraph 3.1 (*Creation*) of this Form below);
- (xi) interest in the benefit of all present and future Authorisations held in connection with its business or the use of any of its Charged Asset (except any such Charged Asset subject to a floating charge as set out in paragraph 4 of this Form below) specified in any other sub-paragraph of this paragraph 1.3 of this Form and the right to recover and receive all compensation which may be payable in respect of them;
- (xii) interest in the benefit of all guarantees, warranties and representations given or made by any manufacturers, suppliers and installers of any plant, machinery, equipment, fixtures and fittings (excluding tenants' fixtures and fittings) now or in future on the Real Property and/or by any other person under contract with or under a duty to that Chargor in respect of them;
- (xiii) easements and other rights at any time vested in, or conferred on, that Chargor in connection with or otherwise for the benefit of its Charged Assets (except any such Charged Assets subject to a floating charge as set out in paragraph 4 of this Form below);

Short particulars of all the property mortgaged or charged

- (xiv) (to the extent that they are not subject to an effective assignment under Clause 3.2 (*Assignments*) of the Security Document) (as set out in paragraph 2 of this Form) Insurances and all related proceeds, claims of any kind, returns of premium and other benefits;
- (xv) (to the extent that they are not subject to an effective assignment under Clause 3.2 (*Assignments*) of the Security Document) (as set out in paragraph 2 of this Form) all rights under Hedging Documents;
- (xvi) to the extent that they are not subject to an effective assignment under Clause 3.2 (*Assignments*) of the Security Document) (as set out in paragraph 2 of this Form) all rights under each Lease Document;
- (xvii) in the case of the Company, all its right, title and interest as general partner of the Partnership; and
- (xviii) in the case of a Trustee, all its right, title and interest as Trustee of a Trust (including its right of indemnity).

2 Assignments

Each Chargor, with full title guarantee (save as disclosed in the relevant Certificate of Title), assigns by way of Security for payment of all Liabilities (subject to a proviso for re-assignment on redemption of all the Liabilities) to the Lender all its present and future right, title and interest in and to:

- (a) all its Rental Income;
- (b) all its Disposal Proceeds;
- (c) all its Assigned Contracts;
- (d) any guarantee of its Rental Income contained in or relating to a Lease Document;
- (e) any Hedging Documents of it including all moneys payable to that Chargor and any claims, awards and judgments in favour of receivable or received by that Chargor, Lender or in connection with or pursuant to any Hedging Documents;
- (f) any agreements, contracts and Insurances relating to its Real Property, including all moneys payable to that Chargor;
- (g) any claims, awards and judgments in favour of that Chargor, under or in connection with any agreements, contracts and Insurances relating to its Real Property.
- (h) all Insurances and all proceeds in respect of Insurances and all benefits of Insurances (including all claims relating to, and all returns of premium in respect of, Insurances); and
- (i) all rights against all past, present and future under tenants of its Real Property and their respective guarantors and sureties.

Short particulars of all the property mortgaged or charged**3 Share Mortgage****3.1 Equitable Charge**

Each Chargor, with full title guarantee and as security for the payment of all Liabilities (whether of that or any other Chargor), charges in favour of the Secured Party by way of first fixed charge all its present and future Shares and Dividends.

3.2 Share Certificates etc

Each Chargor shall on the date of the Security Document and, where Shares are acquired by it after the date of the Security Document, on the date of that acquisition, deliver to the Secured Party, or as it reasonably directs, all certificates representing Shares and stamped transfers (where applicable) of the Shares executed in blank.

4 Floating Charge

Each Chargor, with full title guarantee (save as disclosed in the relevant Certificate of Title) and as security for the payment of all Liabilities (whether of that or any other Chargor), charges in favour of the Secured Party by way of first floating charge its undertaking and all its assets, both present and future (including assets expressed to be charged as set out in paragraph 1 of this Form above or assigned as set out in paragraph 2 of this Form but excluding the Units in all the Trusts).

Note (1): The Security Document provides that:

1 Security

No Chargor shall create or permit to subsist any Security over the Charged Assets, nor do anything else prohibited by Clause 21.5 (*Negative pledge*) of the Facility Agreement, except as permitted by that clause.

2 Disposal

No Chargor shall (nor shall any Chargor agree to) enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, transfer or otherwise dispose of the Charged Assets except as permitted by Clause 21.6 (*Disposals*) of the Facility Agreement.

3 Conversion by notice

The Secured Party may convert any floating Charge into a fixed Charge (either generally or specifically) by notice to the relevant Chargor specifying the relevant Charged Assets while an Enforcement Event is continuing.

4 Automatic conversion

If:

- (a) any Chargor takes any step to create any Security in breach of paragraph 4 above over any of the Charged Assets not subject to a fixed Charge; or
- (b) any person takes any step to effect any expropriation, attachment, sequestration, distress or execution against any of those Charged Assets,

the floating Charge over the relevant Charged Assets shall automatically and immediately be converted into a fixed Charge.

5 Book Debts

Short particulars of all the property mortgaged or charged**5.1 Collection**

Each Chargor shall promptly collect all its Book Debts and shall hold the proceeds of collection on trust for the Secured Party.

5.2 Payment into designated Bank Account(s)

Each Chargor shall immediately pay all its Book Debts and its Rental Income into a Bank Account (or, if one or more Bank Accounts have been designated for this purpose by the Secured Party, the relevant Bank Account(s)). The Secured Party may designate different Bank Accounts for different moneys.

5.3 Restrictions on dealing with Book Debts

Without prejudice and in addition to paragraphs 1 and 2 of Note (1) to this Form and Clause 7.3 (*Further assurance*) of the Security Document:

- (a) except for the Charges, no Chargor shall create or permit to subsist any Security over nor do anything else in either case prohibited by clause 21.5 (*Negative pledge*) of the Facility Agreement in respect of, all or any part of any of its Book Debts or its Rental Income; and
- (b) except as required by Clause 7.3 (*Further assurance*) of the Security Document, no Chargor shall enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, factor, transfer or otherwise dispose of all or any part of any of its Book Debts or its Rental Income.

6 Bank Accounts**6.1 Withdrawals**

- 6.1.1 No Chargor shall make any withdrawal from any Bank Account except in accordance with Clause 12 (*Bank Accounts*) of the Facility Agreement.
- 6.1.2 If an amount is withdrawn from a Bank Account as permitted by Clause 12 (*Bank Accounts*) of the Facility Agreement, that amount shall be automatically released from the fixed Charge on that Bank Account on that withdrawal being made. However, if all or part of that amount is paid into another Bank Account which is in credit or becomes in credit as a result, it shall automatically become subject to the fixed Charge on that Bank Account.

6.2 Restrictions on dealing with Bank Accounts

Without prejudice and in addition to paragraphs 1 and 2 of Note (1) to this Form and 7.3 (*Further assurance*) of the Security Document:

- (a) except for the Charges, no Chargor shall create or have outstanding any Security over, nor do anything else in each case prohibited by clause 21.5 (*Negative pledge*) of the Facility Agreement in respect of, all or any part of any of its Bank Accounts; and
- (b) except as required by Clause 7.3 (*Further assurance*) of the Security Document, no Chargor shall enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to transfer, assign or otherwise dispose of all or any part of any of its Bank Accounts.

Short particulars of all the property mortgaged or charged**6.3 Notice and Acknowledgement of Security**

The Secured Party (in its capacity as the bank at which the Accounts are maintained) acknowledges that:

- (a) each Bank Account is the subject of Security granted by the relevant Obligor as security for the Liabilities; and
- (b) except in accordance with the Facility Agreement it is not entitled to, and undertakes not to claim or exercise, any lien, right of set-off, right to combine or consolidate accounts or any other Security over, against or with respect to any Bank Account or monies standing to the credit of any Bank Account or in the course of being credited to any Bank Account.

Note (2): In this Form, except to the extent that the context requires otherwise:

"Accounts" means:

- (a) the Borrower's Revenue Account;
- (b) the General Account; or
- (c) the Proceeds Account.

"Additional Property" means a property located in England and Wales or Scotland acquired by or to be acquired by an Obligor and to be financed by a Loan or substituted for a Property in accordance with Clause 21.20 (*Substitution and introduction of Properties*) of the Facility Agreement.

"Agreement for Lease" means an agreement to grant an Occupational Lease.

"Assigned Contract" means any agreement assigned, or expressed to be assigned, to the Lender pursuant to Clause 3.2 (*Assignments*) which, as at the date of this Deed, means each of the Sale and Purchase Agreements, the Investment Management Agreements, the Fund Manager's Agreement, Management Agreements and each Asset Management Agreement.

"Authorisation" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration.

"Bank Accounts" of a Chargor means that Chargor's interest in the Accounts and all current, deposit or other accounts with any bank or financial institution in which it now or in the future has an interest and (to the extent of its interest) all balances now or in the future standing to the credit of those accounts.

"Book Debts" of a Chargor means all book and other debts of any nature, and all other rights to receive money (excluding Bank Accounts), now or in the future due, owing or payable to it and the benefit of all related negotiable instruments, rights, Security, guarantees and indemnities of any kind but excluding Rental Income.

"Borrower's Revenue Account" means the account described as such and maintained by the Partnership in accordance with Clause 12.1 (*Designation of Accounts*) of the Facility Agreement and includes any interest of the Partnership in any replacement account or sub-division of that account.

Short particulars of all the property mortgaged or charged

"Certificate of Title" means any of the following certificates of title or any updates relating to any certificates of title relating to the Properties already provided to the Secured Party, in form and substance satisfactory to the Secured Party:

- (a) prepared by Osborne Clarke relating to Birmingham, Bristol, Kingston, Solihull, Manchester (Fountain Street), Manchester (Norfolk House), Leeds;
- (b) initially prepared by Brodies, relating to Edinburgh;
- (c) prepared by Brodies, relating to Glasgow;
- (d) prepared by Nabarro Nathanson, relating to Cardiff, Milton Keynes, Newcastle and Wimbledon; and
- (e) prepared by a firm of solicitors acceptable to the Secured Party relating to any Additional Property.

"Charged Assets" means the assets of a Chargor from time to time subject, or expressed to be subject, to the Charges or any part of those assets (including any Mortgaged Property).

"Charge" means all or any of the Security created or expressed to be created by or pursuant to the Security Document and any Mortgage.

"Chargors" means the Company and Apia Regional Office Fund Limited Partnership (the **"Partnership"**) acting by its general partner, the Company and **"Chargor"** means either of them.

"Dividends" means, in relation to any Share, all present and future:

- (a) dividends and distributions of any kind and any other sum received or receivable in respect of that Share;
- (b) rights, shares, money or other assets accruing or offered by way of redemption, bonus, option or otherwise in respect of that Share;
- (c) allotments, offers and rights accruing or offered in respect of that Share; and
- (d) other rights and assets attaching to, deriving from or exercisable by virtue of the ownership of, that Share.

"Enforcement Event" has the meaning given to the term "Event of Default" in the Facility Agreement.

"Facility Agreement" means the facility agreement dated 7 June 2005 between, amongst others, the Secured Party and the Chargors.

"Fixtures" means fixtures, fittings (including trade fixtures and fittings but excluding tenants' fixtures and fittings) and fixed plant, machinery and apparatus of a Chargor.

"General Account" means the account described as such and maintained by the Partnership in accordance with Clause 12.1 (*Designation of Accounts*) of the Facility Agreement and includes any interest of the Partnership in any replacement account or sub-division of that account.

"Hedging Arrangements" means any interest rate swap, cap or other arrangement for the hedging or fixing of the interest payable by the Partnership under the Facility Agreement.

"Hedging Document" means the Hedging Letter and the documents entered into by, or by Skipper Offices Limited and novated to, the Partnership and the Secured Party for the purpose of implementing the Hedging Arrangements.

Short particulars of all the property mortgaged or charged

"Hedging Letter" means a letter dated on or about the date of the Security Document between amongst others the Partnership and the Secured Party setting out the hedging strategy in relation to the facility made available pursuant to the Facility Agreement.

"Insurances" of a Chargor means all contracts and policies of insurance of any kind now or in the future taken out by or on behalf of it or (to the extent of its interest) in which it now or in the future has an interest.

"Intellectual Property" of a Chargor means all patents, designs, copyrights, topographies, trade marks, trading names, rights in confidential information and know-how, and any associated or similar rights, which it now or in the future owns or (to the extent of its interest) in which it now or in the future has an interest (in each case whether registered or unregistered and including any related licences and sub-licences of the same granted by it or to it, applications and rights to apply for the same).

"Investments" of a Chargor means:

- (a) securities and investments of any kind (including shares, stock, debentures, units, depositary receipts, bonds, notes, commercial paper and certificates of deposit);
- (b) warrants, options or other rights to subscribe for, purchase or otherwise acquire securities and investments;
- (c) all rights relating to securities and investments which are deposited with, or registered in the name of, any depositary, custodian, nominee, clearing house or system, investment manager, chargee or other similar person or their nominee, in each case whether or not on a fungible basis (including rights against any such person); and
- (d) all other rights attaching or relating to securities or investments and all cash or other securities or investments in the future deriving from Investments or such rights,

in each case now or in the future owned by it or (to the extent of its interest) in which it now or in the future has an interest.

"Issuer" means, in respect of a Share, the relevant entity specified as such in Schedule 4 (*Shares*), as set out in Note (4) to this Form.

"Lease Document" means:

- (a) an Agreement for Lease; or
- (b) an Occupational Lease.

"Liabilities" of a Chargor means all present and future moneys, debts and liabilities due, owing or incurred by it to the Secured Party on any current or other account or otherwise in any manner whatsoever (in each case, whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently and whether as principal, surety or otherwise).

"LPA" means the Law of Property Act 1925.

"Mortgage" means a mortgage or charge entered into or to be entered into by a Chargor in respect of Real Property situated in England and Wales substantially in the form set out in Schedule 8 (*Form of Legal Mortgage*) of the Security Document or any other form agreed between the Secured Party and the relevant Chargor.

"Mortgaged Property" in respect of a Chargor, has the meaning given to it in the Mortgage.

Short particulars of all the property mortgaged or charged

"Obligor" has the meaning given to it in the Facility Agreement.

"Occupational Lease" means any occupational lease or licence or other right of occupation to which the Properties may be subject from time to time.

"Proceeds Account" means the account described as such and maintained by the Partnership in accordance with Clause 12.1 (*Designation of Accounts*) of the Facility Agreement and includes any interest of the relevant Obligor in any replacement accounts or subdivision of those accounts.

"Properties" means:

- (a) the leasehold interest of the Apia I Unit Trust in each of:
 - (i) the property known as and forming Units 1, 2, and 3 Apex House, being those subjects at 95 Haymarket Terrace, Edinburgh EH12 5JE and 97 and 99 Haymarket Terrace, Edinburgh EH12 5HD in the county of Midlothian being the whole subjects registered in the Land Register of Scotland under Title Number MID19517 ("**Edinburgh**");
 - (ii) the property known as 225 to 255 (odd numbers) Bath Street, Glasgow being the whole subjects registered in The Land Register of Scotland under Title Number GLA117138 ("**Glasgow**");
 - (iii) the property known as Surrey House and Lever House Kingston-upon-Thames being 26, 28 and 30 Eden Street, 9-27 (odd numbers) and part of 1 St. James's Road and land and buildings on the west side of Brook Street all of which property is registered at the Land Registry with title absolute under title number SGL662717 and the property known as Cheltenham House, Eden Street, Kingston upon Thames as the same is registered at the Land Registry with title absolute under title number SGL662719 ("**Kingston**"); and
 - (iv) the property known as Sapphire Court, 550 Streetsbrook Road, Solihull as the same is registered at the Land Registry with title absolute under title number WM853831 ("**Solihull**"); and
- (b) the leasehold interest of the Apia II Unit Trust in West Gate, Colston Avenue, Bristol ("**Bristol**") registered at the Land Registry with title absolute under title number BL84090;
- (c) the freehold interest of the Apia III Unit Trust in each of:
 - (i) the property known as (1) 120 Edmund Street, Birmingham registered at the Land Registry with title absolute under title number WK177008 and (2) land on the north west side of Edmund Street registered at the Land Registry with title absolute under title number WM598065 (together, "**Birmingham**");
 - (ii) the property known as 83 Fountain Street, Manchester as the same is registered at the Land Registry with title absolute under title number GM165159 ("**Manchester (Fountain Street)**");
 - (iii) the property known as (1) 12 to 18 (even numbers), 18A and 20 Brown Street and 11 to 15 (odd numbers) Norfolk Street, Manchester registered at the Land Registry with title absolute under title number LA28673 and (2) 6, 8 and 10 Newmarket Lane, 2 Sussex Street and 3, 5 and 7 Norfolk Street, Manchester registered at the Land Registry with title absolute under title number LA13922 (together, "**Manchester (Norfolk House)**"); and

Short particulars of all the property mortgaged or charged

- (iv) the property known as Yorkshire House, Greek Street, Leeds registered at the Land Registry with title absolute under title number WYK631856 ("**Leeds**");
- (d) the freehold interest of the Apia IV Unit Trust in each of:
 - (i) Oakleigh House, 14, 15, 16 and 17 Park Place, Cardiff registered at the Land Registry with title absolute under title numbers WA388157 and CYM221303 ("**Cardiff**"); and
 - (ii) Ashton House and Norfolk House, Silbury Boulevard and Saxon Gate West, Milton Keynes registered at the Land Registry with title absolute under title number BM171420 ("**Milton Keynes**");
 - (iii) St Ann's Wharf, Quayside, Newcastle upon Tyne registered at the Land Registry with title absolute under title number TY338463 (and 197 car parking spaces on the first and second floors of St Ann's, Car Park, Quayside, Newcastle upon Tyne registered at the Land Registry leasehold with title absolute under title number TY338465) ("**Newcastle**");
 - (iv) St George's East, Wimbledon registered at the Land Registry with title absolute under title number SGL612153 and the leasehold property known as East Block Car Park registered at the Land Registry with title absolute under title number SGL421779 ("**Wimbledon**");
- (e) any other present or future freehold or leasehold property in which any Obligor (other than an Original Chargor or Original Guarantor) has a freehold or a leasehold interest; and
- (f) any Additional Property,

but excluding any Property released from any Security pursuant to Clause 21.20 (*Substitution and Introduction of Properties*) of the Facility Agreement.

"Real Property" means legal and beneficial interest in any freehold and leasehold property in England and Wales and other real property anywhere in the world except for Real Property the subject of the Scottish Security Documents (in each case including any estate or interest therein, all rights from time to time attached or relating thereto and all Fixtures from time to time therein or thereon).

"Rental Income" means, in respect of a Property, the aggregate of all amounts payable to or for the benefit or account of the relevant owner of that Property arising from or in connection with the letting, use or occupation of its Property (or any part of its Property), including (without limitation and without double counting):

- (a) rents, licence fees and equivalent sums reserved or made payable;
- (b) sums received from any deposit held as security for the performance of any tenant's obligations;
- (c) any other monies payable in respect of use and/or occupation;
- (d) proceeds of insurance in respect of loss of rent;
- (e) receipts from or the value of consideration given for the surrender or variation of any letting;

Short particulars of all the property mortgaged or charged

- (f) proceeds paid by way of reimbursement of expenses incurred or on account of expenses to be incurred in the management, maintenance and repair of, and the payment of insurance premiums for, the Property;
- (g) proceeds paid for a breach of covenant under any Occupational Lease and for expenses incurred in relation to any such breach;
- (h) any contribution to a sinking fund paid by an occupational tenant;
- (i) payments from a guarantor in respect of any of the items listed in its definition;
- (j) interest, damages or compensation in respect of any of the items in this definition; and
- (k) any value added tax on any sum mentioned in this definition.

"Scottish Security Documents" means:

- (a) the standard security dated 7 June 2005 granted by the Apia I Unit Trust in favour of the Secured Party in respect of Glasgow;
- (b) the assignation of rent in respect of Glasgow;
- (c) the standard security dated 7 June 2005 granted by the Apia I Unit Trust in favour of the Secured Party in respect of Edinburgh;
- (d) the assignation of rent in respect of Edinburgh; and
- (e) any standard security or assignation of rent granted by an Obligor in respect of an Additional Property.

"Security" means a mortgage, charge, pledge, lien, standard security or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

"Shares" means in respect of a Chargor:

- (a) all present and future shares in an Issuer, including the shares issued and outstanding at the date of the Security Document described in Schedule 4 (*Shares*), as set out in Note (4) below; and
- (b) all warrants, options and other rights to subscribe for, purchase or otherwise acquire any of those Shares,

excluding for the avoidance of doubt all the Units in all the Trusts.

"Trust" means any trust under which the Company holds assets on trust for the Partnership.

"Trustee" means the Company in respect of any assets held on trust for the Partnership.

"Unit" means a unit of the applicable Trust.

Note (3): None as at the date of the Security Document.

Note (4): None as at the date of the Security Document.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 05407118

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A FIXED AND FLOATING SECURITY DOCUMENT DATED THE 7th JUNE 2005 AND CREATED BY APIA REGIONAL OFFICE FUND (GENERAL PARTNER) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE ROYAL BANK OF SCOTLAND plc (SECURED PARTY) ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 9th JUNE 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 14th JUNE 2005.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —