

# M

## 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.

CHFP025

A/C00405024

# 395

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write in  
this margin

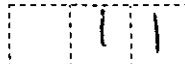
Pursuant to section 395 of the Companies Act 1985

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

To the Registrar of Companies

Companies House, Crown Way, Cardiff CF4 3UZ, DX: 33050  
Cardiff

For official use



Company number

5593236

\*Insert full name  
of Company

Name of company

APIA NOMINEE 1 LIMITED (the Company)

Date of creation of the charge

22 January 2007

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

Supplemental mortgage deed dated 22 January 2007 between the Company, Apia Nominee 2 Limited and the Royal Bank of Scotland PLC (as **Lender**) (being supplemental to a debenture (the **Fixed and Floating Security Document**) dated 21 December 2005 between the Company, Apia Nominee 2 Limited and the Lender) (the **Deed**)

Amount secured by the mortgage or charge

All present and future moneys, debts and liabilities due, owing or incurred by each Chargor or the Borrower to the Lender 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) (the **Liabilities**)

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

The Royal Bank of Scotland plc, Corporate Banking Liverpool,

1 Exchange Flags, Liverpool

Postcode

L2 3XN

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

Our Ref: ROWEO/304919.2044  
Addleshaw Goddard LLP  
Box 500  
Companies House  
21 Bloomsbury Street  
London, WC1B 3XD

Time critical reference

For official Use  
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

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

Signed Addleshaw Goddard LLP Date: 25 January 2007

On behalf of chargee

**Notes**

†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.  
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;
- 3 (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or  
(b) procuring or agreeing to procure subscriptions, whether absolute or conditional,  
for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 Cheques and postal orders are to be made payable to **Companies House**
- 6 The address of the Registrar of Companies is:-  
Companies House, Crown Way, Cardiff CF4 3UZ, DX: 33050 Cardiff

**Short particulars of all the property mortgaged or charged (continued)**

Company Name: APIA NOMINEE 1 LIMITED

Company No: 5593236

**1 Short Particulars of the Property mortgaged or charged**

1.1 Pursuant to Clause 2.1 (Fixed Charges) of the Deed, the Company, with full title guarantee and as security for the payment of all Liabilities (whether of it or any other Chargor under the Fixed and Floating Security Document), has charged in favour of the Lender by way of first legal mortgage, the Mortgaged Properties.

1.2 Pursuant to Clause 2.2 (Confirmation) of the Deed, the Company has confirmed that as security for the payment of all Liabilities (whether of it or any other Chargor under the Fixed and Floating Security Document):

(a) it has charged by way of first fixed charge the assets relating to the Mortgaged Properties specified in paragraph (b) of clause 3.1 (Creation of Fixed Charges) of the Fixed and Floating Security Document being, by way of first fixed equitable charge all other Real Property belong to it on the date of the Deed and all Real Property acquired by it in the future; and

(b) it has assigned to the Lender the assets relating to the Mortgaged Properties referred to in clause 3 (Fixed Charges and Assignments) of the Fixed and Floating Security Document being:

(i) by way of first fixed charge, all its present and future:

(A) Book Debts;

(B) Bank Accounts;

(C) plant and machinery (except that mortgaged or charged by sub-paragraph (a) or (b) of clause 3.1 (Creation of Fixed Charges) of the Fixed and Floating Security Document;

(D) 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;

(E) rights under any agreement relating to the purchase of Real Property;

(F) rights under any agreement for the sale of any of its Charged Assets (except any such Charged Asset solely charged under clause 4.1 (Creation) of the Fixed and Floating Security Document;

(G) interest in the benefit of all present and future Authorisations held in connection with its business or the use of any of its Charged Assets (except any such Charged Asset solely charged under clause 4.1 (Creation)) specified in any other sub-paragraph of clause 3.1 (Creation of Fixed Charges) of the Fixed and Floating Security Document and the right to recover and receive all compensation which may be payable in respect of them;

- (H) 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 the Company in respect of them;
  - (I) easements and other rights at any time vested in, or conferred on, the Company in connection with or otherwise for the benefit of its Charged Assets (except any such Charged Asset solely charged under clause 4.1 (Creation) of the Fixed and Floating Security Document;
  - (J) (to the extent that they are not subject to an effective assignment under clause 3.2 (Assignments)) of the Fixed and Floating Security Document insurances and all related proceeds, claims of any kind, returns of premium and other benefits; and
  - (K) to the extent that they are not subject to an effective assignment under clause 3.2 (Assignments) of the Fixed and Floating Security Document all rights under each Lease Document; and
- (ii) by way of assignment, with full title guarantee (save as disclosed in the relevant Certificate of Title), all its present and future right, title and interest in and to:
- (A) all its Rental Income;
  - (B) all its Disposal Proceeds;
  - (C) any guarantee of its Rental Income contained in or relating to a Lease Document;
  - (D) any agreements, contracts and Insurances relating to its Real Property, including all moneys payable to the Company;
  - (E) any claims, awards and judgments in favour of the Company, under or in connection with any agreements, contracts and Insurances relating to its Real Property;
  - (F) 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
  - (G) all rights against all past, present and future under tenants of its Real Property and their respective guarantors and sureties.

## 2 Note

2.1 Pursuant to clause 2.3 (Miscellaneous) of the Deed, the parties thereto have agreed that a reference in the Deed to a Charge of any Real Property includes:

- (c) all buildings and Fixtures on that property; and
- (d) the benefit of any covenants for title given or entered into by any predecessor in title

of the relevant Chargor in respect of that property or any monies payable in respect of those covenants.

2.2 Pursuant to clause 2.4 (Notice of Assignment) of the Deed, the Company agreed to give, on the date of the Deed, notice of the assignments in paragraphs, (c), (f) and (g) of clause 3.1 (Assignments) of the Fixed and Floating Security Document to the extent they relate to the Mortgaged Properties substantially in the form set out in schedule 3 (Form of Notice of Assignment to Occupational Tenants) and schedule 4 (Form of Notice of Assignment of Insurance) of the Fixed and Floating Security Document and to use its reasonable endeavours to ensure that each recipient of any notice promptly signs and returns the form of acknowledgement requested under that notice.

2.3 Pursuant to clause 3 (Further Assurance) of the Deed, the Company has agreed that, in the case of the Real Properties charged pursuant to the Deed, it shall:

- (a) promptly apply to the Land Registry to register the Deed;
- (b) promptly submit to the Land Registry the duly completed Form RX1 requesting a restriction in the form specified by the Lender to be entered on the register of the title to the Real Properties charged pursuant to the Deed;
- (c) promptly ensure the registration of particulars of the Deed at the Companies Registration Office in England and Wales under Section 395 of the Companies Act 1985; and
- (d) promptly pay all appropriate registration fees.

or, if the Lender gives notice to the Company that the Lender will submit the relevant forms to the Land Registry, the Company shall promptly provide the Lender with all duly completed forms reasonably requested by the Lender and all appropriate registration fees.

2.4 Pursuant to clause 5.1 (Security) of the Fixed and Floating Security Document, the Company has agreed not to create or permit to subsist any Security over the Charged Assets, nor do anything else prohibited by clause 21.5 (Negative Pledge) of the Agreement, except as permitted by that clause.

All other terms and conditions of the Fixed and Floating Security Document remain in full force and effect and references herein shall be references to the Fixed and Floating Security Document as amended and/or supplemented by the terms of the Deed.

#### **SCHEDULE**

##### **(the Real Properties)**

1. All that freehold land known as New Castle House, Castle Boulevard, Nottingham, title number NT82718

In this Form 395 the following definitions are used:

**Accession Letter** means a document substantially in the form set out in Schedule 7 (Form of Accession Letter) of the Agreement.

**Additional Chargor** means a person which becomes an additional chargor in accordance with clause 26.2 (Additional Guarantors and Chargors) of the Agreement.

**Additional Guarantor** means a person which becomes an additional guarantor in accordance with clause 26.2 (Additional Guarantors and Chargors) of the Agreement.

**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 Agreement but excluding any Property released from any Security pursuant to Clause 21.20 (Substitution and introduction of Properties) of the Agreement or otherwise in accordance with the provisions of the Finance Documents.

**Agreement** means the Facility Agreement between, amongst others, the Lenders, the Borrower and the General Partner dated 7 June 2005 and as amended and restated on 30 September 2006.

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

**Asset Manager** means Warner Active Management Limited (Company number 4390024) or any other asset manager appointed in accordance with Clause 22.9 (Service Providers) of the 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 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** means Apia Regional Office Fund Limited Partnership, an English limited partnership registered under the Limited Partnership Act 1967 (registered number LP 10469) whose principal place of business is at St. Helens, 1 Undershaft, London EC29 3DQ, where the context requires actions through the General Partner, its general partner.

**Certificate of Title** means the certificates of title in relation to the Properties as listed in the Agreement and any updates relating to any certificates of title relating to the Properties already provided to the Lender, in form and substance satisfactory to the Lender.

**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).

**Charges** means all or any of the Security created or expressed to be created by or pursuant to the Deed and any Mortgage.

**Chargor** means the Company and Apia Nominee 2 Limited, (registered in England and Wales with company number 5593237 whose registered office is at St Helen's 1 Undershaft, London, EC3P 3DQ) and any Additional Chargor from time to time.

**Debenture** means each of:

- (a) the fixed and floating security document granted by the Borrower and the General Partner in favour of the Lender dated 7 June 2005;

- (b) the Fixed and Floating Security Document; and
- (c) any other fixed and floating security document, legal mortgage or charge or other security document designated as a Debenture by the Lender and entered into or to be entered into between a Chargor and the Lender.

**Disposal Proceeds** means all sums paid or payable or any other consideration given or to be given in money or money's worth for the disposal of an Obligor's interest in all or part of a Property including (without limitation):

- (a) all such sums and other consideration of a capital nature;
- (b) all compensation and damages received for any use or disturbance, blight or compulsory purchase; and
- (c) the cash value of any apportionment of any Rental Income or other sums given or made to any purchaser or other person upon such disposal, save to the extent those amounts are Rental Income and have already been deposited to an Account in accordance with the Agreement;
- (d) less Tax payable on such disposal; and
- (e) less reasonable third party costs (including legal fees) incurred in relation to the disposal.

**Duty of Care Agreement** means, subject to Clause 22.9 (Service Providers) of the Agreement, each duty of care agreement entered into between, inter alia, the Lender, the General Partner, the Borrower, the Asset Manager, the relevant Owner and the Managing Agent from time to time, relating to each Management Agreement.

**Facility** means the term loan facility made available under the Agreement as described in Clause 2 (The Facility) of the Agreement.

**Finance Documents** means:

- (a) the Agreement;
- (b) any Accession Letter;
- (c) a Duty of Care Agreement;
- (d) a Hedging Document;
- (e) any Resignation Letter;
- (f) a Security Document;
- (g) a Subordination Deed,

and any other document designated as such by the Lender and the Borrower.

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

**Fund Manager** means Morley Fund Management Limited (Company number 1151805) or any other fund manager appointed in accordance with Clause 22.9 (Service Providers) of the Agreement.

**General Partner** means Apia Regional Office Fund (General Partner) Limited (registered in England and Wales with company number 5407118) whose registered office is at St. Helens, 1 Undershaft, London, EC3P 3DQ.

**Guarantor** means an Original Guarantor or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with Clause 26 (Changes to the Obligors) of the Agreement.

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

**Hedging Document** means the Hedging Letter and the documents entered into by, or by Skipper Offices Limited and novated to, the Borrower and the Lender for the purpose of implementing the Hedging Arrangements.

**Hedging Letter** means a letter dated on or about the date of the Agreement between the Borrower and/or the Fund Manager and the Lender setting out the hedging strategy in relation to the Facility.

**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.

**Limited Partner** means BNP Paribas Jersey Trust Corporation Limited as trustee of the Apia Regional Office Fund Unit Trust.

**Lease Document** means:

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

**Loan** means a loan made or to be made under the facility or the principal amount outstanding for the time being of that loan.

**Management Agreement** means an agreement, in form and substance satisfactory to the Lender, acting reasonably, between, the Asset Manager and a Managing Agent in relation to, the management of the Properties and being any document designated as such by the Lender and the Chargors from time to time.

**Managing Agent** means DTZ Debenham Tie Leung, 10 Colmore Row, Birmingham B3 2QD or any other managing agent of the Properties appointed in accordance with Clause 22.9 (Service Providers) of the Agreement.

**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 4 (Form of Legal Mortgage) in the Fixed and Floating Security Document, or any other form agreed between the Lender and the relevant Chargor.

**Mortgaged Properties** means the properties specified in schedule 1 (Real Properties) to the Fixed and Floating Security Document as described in the Schedule to this Form 395.

**Nominee** means any Chargor that jointly with another nominee holds the absolute or legal title to a Property as trustee for the Borrower.

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

**Obligor** means the Borrower, the General Partner, each Nominee, each of the Chargors and each of the Guarantors but excluding any Guarantor or Chargor which is released from its obligations under the Finance Documents pursuant to Clause 26.4 (Resignation of Guarantor or Chargor) of the Agreement.

**Original Guarantor** means the Company and Apia Nominee 2 Limited, (registered in England and Wales with company number 5593237 whose registered office is at St Helen's 1 Undershaft, London, EC3P 3DQ).

**Owner** means:

- (a) (in relation to any Existing Property) the Borrower and/or each Nominee; and
- (b) (in relation to any Additional Property) either the Borrower, and each Nominee or such other Chargor holding the beneficial and/or legal title or in the case of an



Additional Property in Scotland, absolute title to such Additional Property.

**Properties** means the Real Properties and the Additional Properties.

**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 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;
- (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.

**Resignation Letter** means a letter substantially in the form set out in Schedule 8 (Form of Resignation Letter) to the Agreement

**Scottish Security Documents** means the standard security granted by the Chargors in favour of the Lender in respect of various property situated in Scotland and any standard security or assignation of rent granted by an Obligor in respect of an Additional Property.

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

**Security Document** means:

- (a) each Debenture;
- (b) each Scottish Security Document;
- (c) each Supplemental Debenture; and

any other security document that may at any time be given as security for any of the Liabilities pursuant to or in connection with any Finance Document.

**Subordination Deed** means:

- (a) the subordination deed dated on or about the date of the Agreement between the Borrower, the Limited Partner and the Lender; and
- (b) any other subordination deed between an Obligor, the Lender and any other person.

**Supplemental Debenture** means a supplemental deed entered into by an Obligor and the Lender in respect of any Property in a form approved by the Lender and on substantially the same applicable terms as a Debenture

**Tax** means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same).

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## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 05593236

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A FIXED AND FLOATING CHARGE DATED THE 22nd JANUARY 2007 AND CREATED BY APIA NOMINEE 1 LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE BY EACH CHARGOR OR THE BORROWER TO THE ROYAL BANK OF SCOTLAND plc ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 26th JANUARY 2007.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 6th FEBRUARY 2007.

CSL  
L.C.



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES