

# 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.

Pursuant to section 395 of the Companies Act 1985

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

Name of company

\* ~~APIA NOMINEES~~ 1 LIMITED (the **Chargor**)

Date of creation of the charge

21 December 2005

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

Fixed and Floating Security Document (the **Deed**)

Amount secured by the mortgage or charge

All present and future moneys, debts and liabilities due at the date of the Deed, owing or incurred by the 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, 1 Exchange Flags, Liverpool (the **Lender**)

Postcode L2 3XN

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

Addleshaw Goddard  
Alder Castle  
10 Noble Street  
London  
EC2V 7JW

DEARS 304919.1798

Time critical reference

For official Use (02/00)  
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

Please see Annex 1

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

Signed

Addleshaw Goddard

Date 23 December 2005

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

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

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.
- 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

## Annex 1

### SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED

APIA Nominees 1 Limited 5593236

#### 1 Creation of Fixed Charges

1.1 The 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, charged in favour of the Lender:

- (a) by way of first legal mortgage, all Real Property in England and Wales (including that described in schedule 2 (Real Property) of the Deed (and annex 2 of this form 395) belonging to it at the time of the Deed;
- (b) by way of first fixed equitable charge, all other Real Property belonging to it at the time of the Deed and all Real Property acquired by it in the future;
- (c) by way of first fixed charge, all its present and future:
  - (i) Book Debts;
  - (ii) Bank Accounts;
  - (iii) plant and machinery (except that mortgaged or charged by paragraph (a) or (b) above;
  - (iv) 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;
  - (v) rights under any agreement relating to the purchase of Real Property;
  - (vi) rights under any agreement for the sale of any of its Charged Asset (except any such Charged Asset solely charged under clause 4.1 (Creation) of the Deed;
  - (vii) 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 solely charged under clause 4.1 (Creation) of the Deed specified in any other sub-paragraph of clause 3.1 (c)(vii) of the Deed and the right to recover and receive all compensation which may be payable in respect of them;
  - (viii) 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;
  - (ix) 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 Asset solely charged under clause 4.1 (Creation) of the Deed;

- (x) (to the extent that they are not subject to an effective assignment under clause 3.2 (Assignments)) of the Deed insurances and all related proceeds, claims of any kind, returns of premium and other benefits; and
- (xi) to the extent that they are not subject to an effective assignment under clause 3.2 (Assignments) of the Deed all rights under each Lease Document.

## 1.2 Assignments

The Chargor, with full title guarantee (save as disclosed in the relevant Certificate of Title), assigned 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) 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 that Chargor;
- (e) any claims, awards and judgments in favour of that Charger, 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.

+95

## 1.3 Miscellaneous

A reference in the Deed or in any Mortgage to a Charge of any freehold or leasehold property includes:

- (a) all buildings and Fixtures on that property;
- (b) the proceeds of sale of any part of that property; and
- (c) the benefit of any covenants for title given or entered into by any predecessor in title of the Charger in respect of that property or any moneys paid or payable in respect of those covenants.

## 2 Floating Charge

### 2.1 Creation

The Chargor, with full title guarantee (save as disclosed in the relevant Certificate of Title) and as security for the payment of all Liabilities, charged in favour of the Lender by way of first floating charge its undertaking and all its assets, both present and future (including assets expressed to be charged or assigned by clause 3 (Fixed Charges and Assignments) of the Deed.

## **2.2 Qualifying floating Charge**

- (a) The floating Charge created by the Chargor pursuant to clause 4.1 (Creation) of the Deed, in the case of the Borrower to the extent applicable, a "qualifying floating charge" for the purposes of paragraph 14.2(a) of Schedule B1 to the Insolvency Act.
- (b) Paragraph 14 of Schedule B1 to the Insolvency Act shall apply to the Deed and the Lender may appoint an Administrator of the Chargor pursuant to that paragraph.

## **2.3 Ranking**

The floating Charge created by the Chargor ranks:

- (a) behind all the fixed Charges created by the Chargor; but
- (b) in priority to any other Security over the Charged Assets of the Chargor except for Security ranking in priority in accordance with paragraph (f) of schedule 1(Rights of Receivers) of the Deed.

## **2.4 Conversion by notice**

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

## **2.5 Automatic conversion**

If:

- (a) the Chargor takes any step to create any Security in breach of clause 5.1 (Security) 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.

## **3 Further assurance**

The Chargor shall promptly do whatever the Lender reasonably requires:

- (a) to perfect or protect the Charges or the priority of the Charges; or
- (b) to facilitate the realisation of the Charged Assets or the exercise of any rights vested in the Lender or any Receiver,

including executing any Mortgage, transfer, conveyance, charge, assignment or assurance in each case on terms no more onerous than the Deed of the Charged Assets (whether to the Lender or its nominees or otherwise), making any registration and giving any notice, order or direction.

#### 4 Notice of assignment

The Chargor shall on the request of the Lender (to be given no earlier than the occurrence of an Event of Default which is continuing) give notice of the assignments in paragraphs (a) of clause 3.2 (Assignments) of the Deed in the form set out in schedule 3 (Form of Notice of Assignment to Occupational Tenants) of the Deed and shall use its reasonable endeavours to ensure that each recipient of any notice promptly signs and returns the relevant form of acknowledgment.

#### 5 Representations and warranties

The Chargor:

- (a) makes the representations and warranties set out in clause 19 (Representations) of the Facility Agreement to the Lender on the date of the Deed; and
- (b) represents and warrants to the Lender that the assets listed in schedule 2 (Real Property) of the Deed (and Annex 2 of this form 395) in respect of the Chargor are all of the relevant class of assets in which it has an interest.

#### 6 Definitions

**Administrator** means an administrator appointed under Schedule B1 to the Insolvency Act 1986.

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

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

**Bank Accounts** of the Chargor means the 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 the Chargor means all book and other debts of any nature, and all other rights to receive money (excluding Bank Accounts), due at the date of the Deed or in the future, 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 any of the following certificates of title or 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 the 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.

**Enforcement Event** means an Event of Default.

**Event of Default** means any event or circumstance specified as such in Clause 24 of the Facility Agreement (*Events of Default*).

**Facility Agreement** means the facility agreement dated 7 June 2005 between, amongst others, the Lender, the Borrower and the General Partner.

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

**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.

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

**Lease Document** means:

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

**Mortgage** means a mortgage or charge entered into or to be entered into by the Chargor in respect of Real Property situated in England and Wales substantially in the form set out in schedule 4 (Form of Legal Mortgage) of the Deed or any other form agreed between the Lender and the Chargor.

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

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

**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).

**Receiver** means an administrative receiver, receiver and manager or other receiver appointed in respect of the Charged Assets.

**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.

**Scottish Security Documents** means:

- (a) the standard security dated on or about the date of this Agreement granted by the Apia Unit Trust in favour of the Lender in respect of Glasgow;
- (b) the assignation of rent in respect of Glasgow;
- (c) the standard security dated on or about the date of this Agreement granted by the Apia Unit Trust in favour of the Lender 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.

**Standard Security** means the document entered into between Dominion Corporate Trustees Limited and Dominion Trust Limited (as Trustees of the Apia 1 Unit Trust) and The Royal Bank of Scotland.



## Annex 2

### APIA Nominees 1 Limited 5593236

#### Real Property

Registered Proprietor	Property Description	Freehold / Leasehold	Land Registry Title Number
The Chargors	Hampshire Court, Newcastle Business Park, Scotswood Road, Newcastle-upon-Tyne	Leasehold	TY355467
The Chargors	Sussex House, 1-9 Gloucester Place, Brighton	Freehold	ESX206283
The Chargors	Sunlight House, Quay Street, Manchester	Freehold	GM279174
	Land and buildings at Quay Street, Manchester	Freehold	GM281605
The Chargors	44-50 Mansfield Road, Nottingham	Freehold	P185220
	Land and Buildings west side of York Street, Nottingham	Freehold	P185220
The Chargors	58 and 60 Mansfield Road, Nottingham	Leasehold	P185221
The Chargors	Unregistered freehold land fronting Mansfield Road, Nottingham, formerly being the site of 40 and 42 Mansfield Road, Nottingham, and unregistered leasehold land fronting Mansfield Road, formerly being the site of 62 Mansfield Road, Nottingham	Freehold and leasehold	N/A
The Chargors	Duchy House, Elizabeth House, Red Rose House and Palatine House, Lancaster Road, Bishopgate, Preston, Lancashire	Freehold	LA903078

FILE COPY



## 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 SECURITY DOCUMENT DATED THE 21st DECEMBER 2005 AND CREATED BY APIA NOMINEE 1 LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY 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 4th JANUARY 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11th JANUARY 2006.

P.66



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES