

190176 / 104

MG01

## Particulars of a mortgage or charge



**A fee is payable with this form.**

We will not accept this form unless you send the correct fee.

Please see 'How to pay' on the last page.

☒ **What this form is for**  
You may use this form to register  
particulars of a mortgage or charge  
in England and Wales or Northern  
Ireland.

☐ **What this form is NOT for**  
You cannot use this form to register  
particulars of a charge for a  
company. To do this, please  
use form MG01s.

WEDNESDAY



\*SBH3LG1P\*

SCT

23/12/2009

296

COMPANIES HOUSE

# 1 Company details

Company number 0 5 5 9 3 2 3 6

Company name in full Apia Nominee 1 Limited (the "Company")

IS

For official use

→ **Filling in this form**  
Please complete in typescript or in  
bold black capitals.

All fields are mandatory unless  
specified or indicated by \*

# 2 Date of creation of charge

Date of creation d2 d3 m1 m2 y2 y0 y0 y9

# 3 Description

Please give a description of the instrument (if any) creating or evidencing the  
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'.

Description Assignment of Rental Income (the "Charge Document")

# 4 Amount secured

Please give us details of the amount secured by the mortgage or charge.

Amount secured

The payment and discharge when due of the Secured  
Liabilities.

See the "Amount Secured" continuation page for  
definitions.

**Continuation page**

Please use a continuation page if  
you need to enter more details.

MG01

Particulars of a mortgage or charge

**5 Mortgagee(s) or person(s) entitled to the charge (if any)**

	Please give the name and address of the mortgagee(s) or person(s) entitled to the charge.									
Name	The Royal Bank of Scotland PLC as Security Agent									
Address	6th Floor, 1 Spinningfields Square									
	Manchester									
Postcode	M	3		3	A	P				
Name										
Address										
Postcode										

**Continuation page**  
Please use a continuation page if you need to enter more details.

**6 Short particulars of all the property mortgaged or charged**

	Please give the short particulars of the property mortgaged or charged.									
Short particulars	<p>The Company's whole right, title and interest, present and future, in and to the rent and all other monies due and to become due to the Company in terms of the leases of the Property as the said leases are detailed in Part 4 of the Schedule to the Charge Documents as the same may be amended, supplemented or varied in any way from time to time (the "Leases"), such rent and other monies to include, without limitation, arrears of rent (if any) existing as at the date of execution of the Charge Document, being 17 December 2009, such increase of rent as may become payable following a review of rent, any value added tax which is or may become payable under the Leases in respect of rent and all interest as may be payable from time to time on such rent under the Leases (the "Rental Income").</p> <p>See "Short Particulars of Property Charged" continuation sheet for definitions.</p>									

**Continuation page**  
Please use a continuation page if you need to enter more details.

# MG01 - continuation page

## Particulars of a mortgage or charge

4

### Amount secured

Please give us details of the amount secured by the mortgage or charge.

#### Amount secured

**Accession Agreement** means an agreement substantially in the form set out in schedule 9 (Form of Accession Agreement) to the Facility Agreement.

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

**Account Charge** means the charge dated 8 October 2008 between the Borrower and the Original Lender in connection with the Proceeds Account.

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

**Affiliate** means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company or, in the case of a company acting as a trustee of a trust, any other company acting as the successor trustee of that trust.

**Arranger** means The Royal Bank of Scotland plc as arranger.

**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 Facility Agreement.

**Borrower** means Apia Regional Office Fund Limited Partnership an English Limited Partnership registered under the Limited Partnerships Act 1907 (registered with number 10469) whose principal place of business is at St Helen's, 1 Undershaft, London EC3P 3DQ acting by its general partner, Apia Regional Office Fund (General Partner) Limited.

**Debenture** means the debenture dated 17 December 2009 as the same may be varied, amended, supplemented, restated or novated in any way from time to time entered into among *inter alios* the Borrower, the Company, and the Security Agent.

**Duty of Care Agreement** means

- (a) each duty of care agreement entered into between, *inter alia*, the Security Agent, the General Partner, the Borrower, the Asset Manager, the relevant Obligors and the Managing Agent from time to time, relating to each Management Agreement
- (b) each duty of care agreement entered into between, *inter alia*, the Security Agent, the General Partner, the Borrower and the Fund Manager relating to the Fund Manager's Agreement

in accordance with clause 22.9 (Service Providers) of the Facility Agreement.

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

**Facility Agent** means The Royal Bank of Scotland plc as agent of the other Finance Parties.



# MG01 - continuation page

## Particulars of a mortgage or charge

4

### Amount secured

Please give us details of the amount secured by the mortgage or charge.

Amount secured

**Facility Agreement** means the facility agreement originally dated 7 June 2005 and as amended and restated by an amendment and restatement agreement dated 30 September 2006 and as amended by amendment agreements dated 29 March 2007 and 8 October 2008 and as further amended and restated by an amendment and restatement agreement dated 17 December 2009 between, amongst others, the Borrower acting through its general partner the General Partner and The Royal Bank of Scotland plc in its various capacities.

**Fee Letter** means any letter or letters dated on or after the Restatement Date between the Arranger, the Facility Agent and/or the Security Agent and the Borrower setting out any of the fees referred to in clause 11 (Fees) of the Facility Agreement.

**Finance Document** means:

- (a) the Facility Agreement
- (b) each Accession Agreement
- (c) each Accession Letter
- (d) each Fee Letter
- (e) each Duty of Care Agreement
- (f) each Hedging Arrangement
- (g) each Resignation Letter
- (h) each Security Document
- (i) the Subordination Deed
- (j) any other document designated as such by the Original Lender and the Borrower prior to the Restatement Date and
- (k) any other document designated as such by the Facility Agent and the Borrower

**Finance Party** means any of the Facility Agent, the Arranger, the Security Agent, each Lender and each Hedge Counterparty

**Fund Manager** means Aviva Investors Global Services Limited (formerly known as Morley Fund Management Limited) (Company number 1151805) or any other fund manager appointed in accordance with clause 22.9 (Service Providers) of the Facility Agreement.

**Fund Manager's Agreement** means the agreement as to the operation of particular matters relating to the Borrower dated 2 June 2005 between the Fund Manager and the Borrower.



# MG01 - continuation page

## Particulars of a mortgage or charge

4

### Amount secured

Please give us details of the amount secured by the mortgage or charge.

Amount secured

**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) to the Facility Agreement.

**General Partner** means Apia Regional Office Fund (General Partner) Limited (registered in England and Wales with company number 5407118) whose office is at 1 Poultry, London EC2R 8EJ.

**Hedge Counterparty** means the Original Hedge Counterparty or any Lender or an Affiliate of a Lender which has acceded to the Facility Agreement as a Hedge Counterparty by delivery to the Facility Agent of a duly completed and executed Accession Agreement.

**Hedging Arrangements** means any ISDA Master Agreement, confirmation, schedule or other agreement in form and substance satisfactory to the Facility Agent to be entered into by the Borrower and a Hedge Counterparty for the purpose of hedging interest rate liabilities in relation to the Facility.

**Holding Company** means, in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary.

**Lender** means:

(a) the Original Lender and

(b) any bank, financial institution, trust, fund or other entity which has become a Party in accordance with clause 25 (Changes to the Lenders) of the Facility Agreement.

which in each case has not ceased to be a Party in accordance with the terms of the Facility Agreement.

**Limited Partner** means BNP Paribas Jersey Trust Corporation Limited as trustee of the Trust.

**Managing Agent** means DTZ Debenham Tie Leung or any other managing agent of the Properties appointed in accordance with clause 22.9 (Service Providers) of the Facility Agreement.

**Management Agreement** means an agreement, in form and substance satisfactory to the Facility Agent, acting reasonably, between, the Asset Manager and a Managing Agent in relation to, the management of the Properties.

**Obligor** means the Borrower and each of the Guarantors but excluding any Guarantor which is released from its obligations under the Finance Documents pursuant to clause 26.4 (Resignation of a Guarantor) of the Facility Agreement.

**Original Guarantor** has the meaning given to it in the Facility Agreement.

**Original Hedge Counterparty** means The Royal Bank of Scotland plc as original hedge counterparty.





# MG01 - continuation page

## Particulars of a mortgage or charge

4

### Amount secured

Please give us details of the amount secured by the mortgage or charge.

Amount secured

**Original Lender** means The Royal Bank of Scotland plc as original lender.

**Party** means a party to the Facility Agreement.

**Proceeds Account** has the meaning given to it in the Facility Agreement.

**Properties** has the meaning given to it in the Facility Agreement.

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

**Restatement Date** means 17 December 2009.

**Scottish Security Document** has the meaning given to it in the Facility Agreement.

**Secured Liabilities** means all monies and liabilities now or after the date of this assignation of rental income due owing or incurred by the Company (as defined in the Debenture) to the Finance Parties (or any of them) under the Finance Documents (or any of them) in any manner and in any currency or currencies, whether present or future, actual or contingent, and whether incurred solely or jointly with any other person and whether as principal or surety, together with all interest accruing on such monies and liabilities and all costs, charges and expenses incurred by any Finance Party under any Finance Document.

**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 Agent** means The Royal Bank of Scotland plc as security agent and trustee for the Finance Parties.

**Security Document** means:

- (a) the Account Charge
- (b) each Debenture
- (c) each Scottish Security Document
- (d) each Supplemental Debenture and
- (e) any other document entered into by an Obligor or any other person creating or expressed to create any Security over all or any part of its assets in respect of the obligations of the Borrower and/or the other Obligors under any of the Finance Documents



# MG01 - continuation page

## Particulars of a mortgage or charge

4

### Amount secured

Please give us details of the amount secured by the mortgage or charge.

Amount secured

**Subordination Deed** means:

- (a) the subordination deed dated 17 December 2009 between the Borrower, the Limited Partner and the Original Lender;
- (b) the subordination deed dated on or about the Restatement Date between the Borrower, the Limited Partner and the Security Agent; and
- (c) any other subordination deed between an Obligor, the Security Agent and any other person.

**Subsidiary** means a subsidiary within the meaning of section 1162 of the Companies Act 2006

**Supplemental Debenture** means

- (d) the supplemental mortgage deed dated 30 September 2006 between Apia Nominee 1 Limited and Apia Nominee 2 Limited and the Original Lender;
- (e) the fixed and floating charge dated 22 January 2007 between Apia Nominee 1 Limited and Apia Nominee 2 Limited and the Original Lender; and
- (f) each supplemental deed entered into by an Obligor and the Security Agent in respect of any Property in a form approved by the Security Agent and on substantially the same applicable terms as a Debenture.

**Trust** means the Apia Regional Office Fund Unit Trust.



# MG01 - continuation page

## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged.	
Short particulars	<p>"Leases" means:</p> <ol style="list-style-type: none"> <li>1 Lease between South Castle Properties Limited and Enterprise Oil Plc dated 24 January and 8 February and registered in the Books of Council and Session on 19 March 2002;</li> <li>2 Lease between Fred Olson Limited and Air Call Plc dated 28 November and 20 December 1984 and registered in the Books of Council and Session on 8 January 1985;</li> <li>3 Lease between Stainton Capital (Foxhound) Limited and Lundin Thistle Limited dated 1 and 13 June and registered in the Books of Council and Session on 18 August 2005;</li> <li>4 Lease between South Castle Properties Limited and Enterprise Oil Plc dated 8 and 14 November 2001 and registered in the Books of Council and Session on 14 January 2002;</li> <li>5 Lease between South Castle Properties Limited and The Scottish Ministers dated 24 May and 11 June and registered in the Books of Council and Session on 17 July 2000; and</li> <li>6 Licence to Occupy between Stainton Capital (Foxhound) Limited and Nestor Primecare Services Limited dated 17 May and 1 June and registered in the Books of Council and Session on 16 January 2006.</li> </ol> <p>"Property" means ALL and WHOLE (first) the subjects known as St Magnus House, Guild Street, Aberdeen registered in the Land Register of Scotland under Title Number ABN56755 and (Second) the subjects more particularly disposed by, described in and shown coloured pink on the plan annexed and executed as relative to disposition by Union Square Developments Limited in favour of Stainton Capital (Foxhound) Limited dated 15 March 2007 which subjects are undergoing registration in the Land Register of Scotland under Title Number ABN91199</p>	

# MG01

## Particulars of a mortgage or charge

7

### Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his:

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.

Commission allowance or discount

Nil

8

### Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

9

### Signature

Please sign the form here.

Signature

Signature

X  X  
Partner for Tods Murray LLP

This form must be signed by a person with an interest in the registration of the charge.

# MG01

## Particulars of a mortgage or charge



### Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name Christine McGregor

Company name Tods Murray LLP

Address Edinburgh Quay

133 Fountainbridge

Post town Edinburgh

County/Region

Postcode E H 3 9 A G

Country

DX DX ED58 Edinburgh

Telephone 0131 656 2000



### Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



### Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register.
- ☐ You have included the original deed with this form.
- ☐ You have entered the date the charge was created.
- ☐ You have supplied the description of the instrument.
- ☐ You have given details of the amount secured by the mortgagee or chargee.
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge.
- ☐ You have entered the short particulars of all the property mortgaged or charged.
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.



### Important information

Please note that all information on this form will appear on the public record.



### How to pay

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

Make cheques or postal orders payable to 'Companies House.'



### Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

#### For companies registered in England and Wales:

The Registrar of Companies, Companies House, Crown Way, Cardiff, Wales, CF14 3UZ.  
DX 33050 Cardiff.

#### For companies registered in Scotland:

The Registrar of Companies, Companies House, Fourth floor, Edinburgh Quay 2, 139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post).

#### For companies registered in Northern Ireland:

The Registrar of Companies, Companies House, First Floor, Waterfront Plaza, 8 Laganbank Road, Belfast, Northern Ireland, BT1 3BS.  
DX 481 N.R. Belfast 1.



### Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)



## **CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE**

**Pursuant to section 869(5) & (6) of the Companies Act 2006**

**COMPANY NO. 5593236  
CHARGE NO. 15**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT AN ASSIGNATION OF RENTAL  
INCOME DATED 23 DECEMBER 2009 AND CREATED BY APIA  
NOMINEE 1 LIMITED FOR SECURING ALL MONIES DUE OR TO  
BECOME DUE FROM THE COMPANY TO THE FINANCE  
PARTIES (OR ANY OF THEM) ON ANY ACCOUNT  
WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED  
INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS  
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE  
COMPANIES ACT 2006 ON THE 23 DECEMBER 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 4 JANUARY 2010

DT  
JA.



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



