

MG01

Particulars of a mortgage or charge



iris
LASERFORM

567681104

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

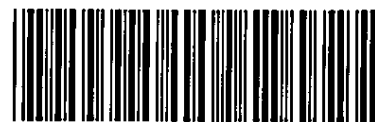
You may use this form to register particulars of a mortgage or charge in England and Wales or Northern Ireland.



What this form is NOT for

You cannot use this form to register particulars of a charge for a Scottish company. To do this, please use form MG01s.

MONDAY



SASJUGK7

SCT

11/01/2010

383

COMPANIES HOUSE

For official use

1

Company details

Company number

0 5 5 9 3 2 3 6

Company name in full

Apia Nominee 1 Limited (the "Company")



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

Standard Security (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 of all monies and liabilities on or after the date of execution of the standard security, being 23 December 2009, due owing or incurred by the Chargors (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

See "Amount Secured" continuation sheet 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.

Continuation page

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

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

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Continuation page

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

Short particulars

ALL and WHOLE the tenant's interest in the subjects known as 95, 97 and 99 Haymarket Terrace, Edinburgh, EH12 5HD being the subjects registered in the Land Register of Scotland under Title Number MID76691 (the "Security Subjects")

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	<p>Accession Agreement means an agreement substantially in the form set out in schedule 9 (Form of Accession Agreement) to the Facility Agreement.</p> <p>Accession Letter means a document substantially in the form set out in schedule 7 (Form of Accession Letter) to the Facility Agreement.</p> <p>Account Charge means the charge dated 8 October 2008 between the Borrower and the Original Lender in connection with the Proceeds Account.</p> <p>Additional Guarantor means a person which becomes an additional guarantor in accordance with clause 26.2 (Additional Guarantors).</p> <p>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.</p> <p>Arranger means The Royal Bank of Scotland plc as arranger.</p> <p>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.</p> <p>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.</p> <p>Charging Company has the meaning given to it in the Debenture.</p> <p>Chargor means the Borrower, the General Partner or a Charging Company.</p> <p>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 <i>inter alios</i> the Borrower, the Company, and the Security Agent.</p> <p>Duty of Care Agreement means</p> <p>(a) each duty of care agreement entered into between, <i>inter alia</i>, 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</p> <p>(b) each duty of care agreement entered into between, <i>inter alia</i>, the Security Agent, the General Partner, the Borrower and the Fund Manager relating to the Fund Manager's Agreement</p> <p>in accordance with clause 22.9 (Service Providers) of the Facility Agreement.</p> <p>Facility means the term loan facility made available under the Facility Agreement as described in clause 2 (The Facility) of the Facility Agreement.</p> <p>Facility Agent means The Royal Bank of Scotland plc as agent of the other Finance Parties.</p>

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	<p>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.</p> <p>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.</p> <p>Finance Document means:</p> <ul style="list-style-type: none"> (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 <p>Finance Party means any of the Facility Agent, the Arranger, the Security Agent, each Lender and each Hedge Counterparty</p> <p>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.</p> <p>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.</p>	

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
Amount secured	<p data-bbox="320 338 1066 369">Please give us details of the amount secured by the mortgage or charge.</p> <p data-bbox="320 392 1356 421">Original Lender means The Royal Bank of Scotland plc as original lender.</p> <p data-bbox="320 452 981 481">Party means a party to the Facility Agreement.</p> <p data-bbox="320 512 1340 542">Proceeds Account has the meaning given to it in the Facility Agreement.</p> <p data-bbox="320 573 1252 602">Properties has the meaning given to it in the Facility Agreement.</p> <p data-bbox="320 633 1492 689">Resignation Letter means a letter substantially in the form set out in schedule 8 (Form of Resignation Letter) to the Facility Agreement.</p> <p data-bbox="320 721 893 750">Restatement Date means 17 December 2009.</p> <p data-bbox="320 781 1487 810">Scottish Security Document has the meaning given to it in the Facility Agreement.</p> <p data-bbox="320 842 1492 1066">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.</p> <p data-bbox="320 1097 1460 1182">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.</p> <p data-bbox="320 1214 1492 1270">Security Agent means The Royal Bank of Scotland plc as security agent and trustee for the Finance Parties.</p> <p data-bbox="320 1301 662 1330">Security Document means:</p> <ul style="list-style-type: none"> <li data-bbox="419 1361 769 1391">(a) the Account Charge <li data-bbox="419 1422 710 1451">(b) each Debenture <li data-bbox="419 1482 957 1512">(c) each Scottish Security Document <li data-bbox="419 1543 957 1572">(d) each Supplemental Debenture and <li data-bbox="419 1603 1460 1715">(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	<p>Subordination Deed means:</p> <ul style="list-style-type: none"> (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. <p>Subsidiary means a subsidiary within the meaning of section 1162 of the Companies Act 2006</p> <p>Supplemental Debenture means</p> <ul style="list-style-type: none"> (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. <p>Trust means the Apia Regional Office Fund Unit Trust.</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

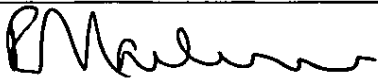
You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), 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 or email 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

MG09

Certificate of registration of a charge comprising property situated in another UK jurisdiction



✓ **What this form is for**
You may use this form to give notice
of a certificate of registration of a
charge comprising property situated
in another UK jurisdiction.

✗ **What this form is NOT for**
You cannot use this form as a
certificate of registration of a charge
for a company registered
in Scotland.

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

1	Company details	<div>For official use</div>
Company number	0 5 5 9 3 2 3 6	→ Filling in this form Please complete in typescript or in bold black capitals. All fields are mandatory unless specified or indicated by *
Company name in full	Apia Nominee 1 Limited (the "Company")	

2	Date charge presented	
Date of, and parties to, the charge	It is hereby certified that the charge 1 being a standard security granted by the Company in favour of The Royal Bank of Scotland PLC as Security Agent, dated 17 and 23 December 2009 was presented for registration on d ² d ³ m ¹ m ² y ² y ⁰ y ⁰ y ⁹	1 As described on form MG01 'Particulars of a mortgage or charge'. 2 Please tick as appropriate.
Jurisdiction	in 2 <input checked="" type="checkbox"/> Scotland <input type="checkbox"/> England and Wales <input type="checkbox"/> Northern Ireland	

3	Signature	
Signature	Please sign the form here. Signature ✗ Partner for Tods Murray LLP ✗ This form must be signed by a person with an interest in the registration of the charge.	

MG09

Certificate of registration of a charge comprising property situated in another UK jurisdiction



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. The contact information you give will be visible to searchers of the public record.

Contact name

Company name

Tods Murray LLP

Address

Post town

County/Region

Postcode

E H 3 9 A G

Country

DX DX ED58

Edinburgh

Telephone

0131 656 2000



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 shown the date of, and parties to, the charge in Section 2.
- ☐ You have declared where the charge was presented for registration.
- ☐ You have enclosed the form MG01 and a verified copy of the deed.
- ☐ You have signed the form.



Important information

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



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 or email 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



FILE COPY

**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. 18

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A STANDARD SECURITY WHICH
WAS PRESENTED FOR REGISTRATION IN SCOTLAND ON 23
DECEMBER 2009 AND CREATED BY APIA NOMINEE 1 LIMITED
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM
THE CHARGORS 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 11
JANUARY 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 14 JANUARY
2010

DX. 566.



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES