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legibly, preferably
in black type, or
bold block lettering

*insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

093794126

395

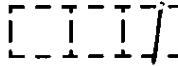
A fee of £13 is payable to Companies House in respect
of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



6413671

Name of company

* Gobafoss Partnership Nominee No 1 Ltd, a company incorporated in England
and Wales (the "**Chargor**")

Date of creation of the charge

19 December 2007

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

A legal mortgage dated 19 December 2007 and made between, amongst others,
the Chargor and the Security Trustee (as defined below) (the "**Charge**")

Amount secured by the mortgage or charge

All moneys, obligations and liabilities on the part of the Obligor to any
Beneficiary to be paid, performed or discharged, whether directly or
indirectly under or pursuant to the terms of any of the Finance Documents
and/or in connection with any loan facility or other financial accommodation
from time to time granted or otherwise made available pursuant thereto
together with all Expenses and any interest charged, or other amounts due,
under the terms of any of the Finance Documents (the "**Secured Obligations**")

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

The Royal Bank of Scotland International Limited in its capacity as trustee
for the Beneficiaries, 71 Bath Street, St Helier, Jersey, Channel Islands
(the "**Security Trustee**")

Postcode JE4 8PJ

Presentor's name address and
reference (if any)

Travers Smith
10 Snow Hill
London
EC1A 2AL

EJL/6711644

Time critical reference

For official Use (06/2005)

Mortgage Section

| Post room

TUESDAY



LTT5OW6P

LD3

08/01/2008

130

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

See annexure

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this margin

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed

Thomas Lister

Date

7 January 2008

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.

ANNEXURE TO FORM 395
GOBAFOSS PARTNERSHIP NOMINEE NO 1 LTD

- 1 Pursuant to the Charge the Chargor, with full title guarantee and as a continuing security for the payment and/or discharge of the Secured Obligations, charged to the Security Trustee (as trustee for and on behalf of each of the Beneficiaries)
 - (a) by way of fixed charge all proceeds of a capital nature in relation to the disposal of the AXA Trustee Properties, and
 - (b) by way of floating charge its undertaking and all of its property, assets and rights, whatsoever and wheresoever, both at the date of the Charge and thereafter (save insofar as any of the same shall for the time being be effectively mortgaged or subject to one or more fixed charges under the provisions of the Charge)
- 2 Pursuant to the Charge, the Chargor agreed that it would not, save as permitted under the Facility Agreements or the Charge
 - (a) create or permit to subsist any encumbrance on or over the Charged Assets or any interest therein ranking in priority to, pari passu with or subsequent to, the Security, or
 - (b) sell, transfer, assign, lease out, lend or otherwise dispose of (whether outright, by a sale and repurchase, by a sale and leaseback) or grant any rights (whether of pre-emption or otherwise) in respect of the Charged Assets or any interest therein, nor enter into any agreement to do any of the same other than where such agreement is conditional upon the consent of the Security Trustee being obtained
- 3 The following terms shall have the following meanings when used in this form 395

Arranger means The Royal Bank of Scotland International Limited, in its capacity as arranger

AXA Trustee Properties means the properties listed in the Schedule to this form 395 including, as the context admits, the whole or any part thereof and all buildings and other structures from time to time erected thereon and all fixtures (trade or otherwise) from time to time thereon or therein and all the General Partner's and/or the Gobafoss Partnership's fixed plant, machinery and equipment from time to time in, on or under but not part of the same, and any rights interests and entitlements in relation to the properties

Beneficiaries means the Security Trustee, the Arranger, the Facility Agent and each of the Lenders and "**Beneficiary**" means any one of them

Borrower means AXA Sun Life plc, a public limited company incorporated in England and Wales under company number 3291349

Charged Assets means the Properties, all property or properties and/or other assets, and, where the context so admits, each of them and any part thereof, and the proceeds of disposal of the same, and all rights, title and interest in and to the same, in each such case as may at the date of the Charge or at any time thereafter be the subject of the Security

Charge Over Accounts means the charge dated 19 December 2007 and given in favour of the Security Trustee over two rental accounts held by the Borrower with The Royal Bank of Scotland plc under reference 'APUL' and 'APUP'

Expenses means all banking, legal and other costs, charges, expenses and/or liabilities (including any VAT thereon) paid or, if earlier, incurred by or on behalf of any Beneficiary or any Receiver in each case on a full indemnity basis in relation to any of the Charged Assets or in protecting, preserving, enforcing or exercising or attempting to enforce or exercise, any rights arising under or pursuant to any of the Finance Documents and/or in procuring the payment, performance or discharge of any of the Secured Obligations and including, without limitation, the principal amount of any borrowings, together with interest thereon, and all other expenses and/or liabilities of any Beneficiary or any Receiver incurred from time to time in relation to the exercise of any right or power on the part of any Beneficiary or any Receiver

Facility Agent means The Royal Bank of Scotland International Limited, in its capacity as facility agent of the other Finance Parties

Facility Agreements means

- (a) the revolving credit facility agreement dated 19 December 2007 and made between the Borrower (1), the Gobafoss Partnership (acting by the General Partner) (2), the General Partner (3), the Chargor (4), the Arranger (5), the Original Lender (6) and the Facility Agent and Security Trustee (7) relating to the fund known as 'The AXA Property Unitised Life Fund', and
- (b) the revolving credit facility agreement dated 19 December 2007 and made between the Borrower (1), the Gobafoss Partnership (acting by the General Partner) (2), the General Partner (3), the Chargor (4), the Arranger (5), the Original Lender (6) and the Facility Agent and Security Trustee (7) relating to the fund known as 'The AXA Institutional Property Pension Fund'

Fee Letter means any letter or letters dated on or about the date of the Facility Agreements and made between the Arranger and the Borrower (or the Facility Agent and the Borrower) setting out any of the fees referred to in the Facility Agreements

Finance Documents means the Facility Agreements, the Charge, the Charge Over Accounts, any Fee Letter and any other document designated as such by the Facility Agent and the Borrower

Finance Parties means the Facility Agent, the Arranger, the Security Trustee or a Lender

General Partner means Gobafoss General Partner Limited, a limited liability company registered in England and Wales with registered number 4439677

Gobafoss Partnership means The Gobafoss Partnership, a limited partnership registered in England and Wales under the Limited Partnerships Act 1907 under registration number LP8147)

Lenders means

- (a) any Original Lender, and
- (b) any bank, financial institution, trust, fund or other entity which has become a Party in accordance with the terms of the Facility Agreements,

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

Obligor means the Borrower, the Gobafoss Partnership, the General Partner or the Chargor

Original Lender means The Royal Bank of Scotland plc

Party means a party to the Facility Agreements

Properties means the properties listed in parts I and II of the schedule to this form 395 including, as the context admits, the whole or any part thereof and all buildings and other structures from time to time erected thereon and all fixtures (trade or otherwise) from time to time thereon or therein and all the Gobafoss Partnership's and/or the General Partner's fixed plant, machinery and equipment from time to time in or under but not part of the same, and any rights, interests and entitlements in relation to the properties

Receiver means a receiver, administrator and/or manager (including, as the context admits, an administrative receiver) appointed under the Charge

Security means the security from time to time created by or pursuant to the terms of the Charge

VAT means value added tax as provided for in the Value Added Tax Act 1994 and any other tax of a similar nature

THE SCHEDULE

No.	ADMINISTRATIVE AREA	PROPERTY	TITLE NUMBERS
1	Leicestershire	Charnwood Chambers 7/8 Market Place Loughborough	LT374983
2	Richmond upon Thames	59 George Street Richmond TW9 1JE	TGL193607
3	Shrewsbury & Altcham	34/35 Pride Hill Shrewsbury	SL169047
4	Torbay	39/41 Union Street Torquay TQ1 1FA	DN138691
5	Walsall	44 & 46 Park Street Walsall WS1 1NG	WM62545
6	Worcester	77 High Street Worcester	HW99329
7	York	14 Coney Street and 10 New Street York	NYK161367
8	Sheffield	South Quay, Victoria Quays Sheffield	SYK373011, SYK365266
9	Leeds	Whitehall Road Industrial Estate Leeds LS12 5JB	WYK105825

10	Warrington	Big Apple, Langford Way Warrington	CH457352
11	Sunderland	Toll Bar Road Sunderland SR2 9TH	TY201635, DU33229
12	Telford	Homend Service Station Ledbury HR8 1BS	HE29686
13	Melton	Egerton Park Service Station Melton Mowbray LE13 0DA	LT349919
14	Birkenhead (Rosebrae)	Cheshireways Service Station Mere	CH512063
15	Nottingham	St Mary's Service Station Nottingham NG8 6AX	NT399708
16	Reading	Rose Kiln Service Station Reading RG2 0HP	BK291749
17	Redcar & Cleveland	Redcar Service Station Redcar	CE11935, CE180076, TES9082
18	Gloucestershire	Station Road Service Station Stow-On-The-Wold GL54 1JU	GR260783
19	Peterborough	Nene Service Station Wisbech PE13 3DJ	CB250898

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No 06413671

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL MORTGAGE DATED THE 19th DECEMBER 2007 AND CREATED BY GOBAFOSS PARTNERSHIP NOMINEE NO 1 LTD FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE ROYAL BANK OF SCOTLAND INTERNATIONAL LIMITED, AS TRUSTEE FOR THE BENEFICIARIES UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 8th JANUARY 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11th JANUARY 2008

P. Core



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES