

Particulars of a mortgage or charge

A fee of £10 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

ACCOUNT
14 FEB 2001
RECEIVED

395

400027

Please do not
write in
this margin

CHFP025

To the Registrar of Companies

For official use Company Number

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

*Insert full name of
company

4

2944316

Name of company

MARYLEBONE WARWICK BALFOUR MANAGEMENT LIMITED (the "Property Manager").

Date of creation of the charge

8 February 2001

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

Supplemental Deed (the "Deed") dated 8 February 2001 amending and restating a VAT Administration and Security Deed dated 7 September 1999 and made between MWB Leisure Fund II, Jones Lang Lasalle Corporate Finance Limited, Marylebone Warwick Balfour Management Limited and National Westminster Bank Plc.

Amount secured by the mortgage or charge

Each obligation owed by the Fund to the VAT Security Trustee, each Facility Agent and each Facility Bank under the Deed from time to time (the "Secured Obligations")

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

National Westminster Bank plc acting through its Structured Property Finance Group, Level 5, 135 Bishopsgate, London EC2M 3UR (the "VAT Security Trustee")

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

Theodore Goddard
150 Aldersgate Street
London EC1A 4EJ
N807/7726.1370
ALD5/280859

For official use
Mortgage Section

Post room



LD3
COMPANIES HOUSE

LK5W8YSH

0232
14/02/01

Time critical reference

Short particulars of all the property mortgaged or charged

1. SECURITY**1.1 Fixed Security**

The Fund and (at the direction of the Fund) the Property Manager, as security for the payment and performance of the Secured Obligations, and in the manner specified in paragraph 1.3 below, charged in favour of the VAT Security Trustee (for itself and as security trustee for the Facility Banks), by way of first fixed charge (but subject only to the fixed charge contained in Clause 6.1 of the Restated Deed) and with effect from the Effective Date, their respective rights, by way of first fixed charge, their respective rights titles and interests (if any) in and to:

- (a) the VAT Account and all monies standing to the credit of the VAT Account from time to time; and

Particulars as to commission allowance or discount (note 3)

N/A

Signed

Theodore Goddard

Date

14/02/01

On behalf of [company] mortgagee/chargee †

† delete as appropriate

NOTES

- 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 Cheques and Postal Orders are made payable to **Companies House**.
- 6 The address of the Registrar of Companies is:-

- (b) each VAT Refund payable by H.M. Customs & Excise to the Fund from time to time (together with all rights to claim such VAT Refund and any judgment awarded in favour of the Fund in relation to a VAT Refund).

1.2 Floating Security

- (a) The Fund, as security for the payment and performance of the Secured Obligations (but up to an amount thereof not exceeding £100) and in the manner specified in paragraph 1.3 below, charged in favour of the VAT Security Trustee (for itself and as security trustee for the Facility Banks), by way of first floating charge (but subject only to the floating charge contained in the Restated Deed) and with effect from the Effective Date, its right, title and interest in its other rights and assets other than those effectively charged by way of fixed charge pursuant to Clause 1.1.
- (b) the VAT Security Trustee may, by notice to the Fund, convert the floating charge created by the Deed into a fixed charge in relation to all or any of the Fund's assets specified in the notice for the payment and performance of the Secured Obligations (but to an amount thereof not exceeding £100) if the fixed charge specified in 1.1 above is then enforceable.
- (c) The floating charge created by the Deed shall automatically be converted into a fixed charge over the assets, rights and property of the Fund on the convening of any meeting of the members of the Fund to consider a resolution to wind up the Fund (or not to wind up the Fund).

1.3 Title Guarantee etc

- (a) Every disposition effected by the Deed was made with full title guarantee (in the case of the Fund) and limited title guarantee (in the case of the Property Manager)
- (b) The other terms of the Deed do not limit or extend any of the covenants implied by virtue of Part 1 of the Law of Property (Miscellaneous Provisions) Act 1994 but create separate and independent obligations having effect cumulatively with those implied covenants.
- (c) The security created pursuant to the Deed and the exercise by the VAT Security Trustee or any Receiver of any powers or rights thereunder (including, without limitation, the rights and powers contained in Clause 4 of the Deed and Clause 13.2 of the Deed (as incorporated into the Deed pursuant to Clause 4.4 of the Restated Deed) shall be subject to the provisions of Clause 5.3 of the Restated Deed

2. Definitions

- 2.1 "Accession Deed" means a deed substantially in the form set out in Schedule 4 to the VAT Administration and Security Deed.
- 2.2 "Croydon Agent" means National Westminster Bank Plc.
- 2.3 "Croydon Borrower" means Leisure II (Croydon) Limited and Leisure II (Croydon

Two) Limited.

- 2.4 **"Croydon Facility Agreement"** means a facility agreement dated on or about the date of the Deed and entered into between the Croydon Borrower as Borrower and National Westminster Bank Plc as original lender, arranger and as agent and security trustee for the persons specified and defined therein as Banks (the **"Croydon Banks"**)(National Westminster Bank Plc in its capacity as agent and security trustee as aforesaid the **"Croydon Agent"**).
- 2.5 **"Effective Date"** means the date on which the amendment and restatement of the Vat Administration and Security Deed contemplated by clause 3 of the Deed shall become effective.
- 2.6 **"Facility Agent"** means each of:
- (a) the Star Site Agent;
 - (b) the Parrs Wood Agent
 - (c) the Croydon Agent; and
 - (d) each person which becomes a Facility Agent party to the VAT Administration and Security Deed in accordance with clause 15 of that Deed.
- 2.7 **"Facility Agreement"** means each of:
- (a) the Star Site Facility Agreement;
 - (b) the Parrs Wood Facility Agreement;
 - (c) the Croydon Facility Agreement; and
 - (d) each facility agreement specified in an Accession Deed executed thereafter.
- 2.8 **"Facility Bank"** means
- (a) each Star Site Bank
 - (b) each Parrs Wood Bank;
 - (c) each Croydon Bank; and
 - (d) each party specified as a Bank in the Facility Agreement specified in any Accession Deed.
- 2.9 **"Fund"** means MWB Leisure Fund II a limited partnership, acting by its general partner, Leisure Parks (General Partner II) Limited a company incorporated in England and Wales with registration number 3580188 and having its registered office at 179 Great Portland Street, London W1N 6LS.
- 2.10 **"Parrs Wood Facility Agreement"** means a facility agreement (such facility agreement as amended by an amendment agreement between the parties thereto dated 7th September 1999) dated 12 January 1999 and entered into between the Parrs Wood Borrower as borrower and National Westminster Bank Plc as original lender, arranger

and as agent and security trustee for the persons specified and defined therein as Banks (the "**Parrs Wood Banks**") (National Westminster Bank Plc in its capacity as agent and security trustee as aforesaid the "**Parrs Wood Agent**").

- 2.11 "**Property Management Agreement**" means the property investment advisers and managers appointment dated 11 August 1998 (such appointment as amended and restated by an agreement between the parties thereto dated 7 September 1999).
- 2.12 "**Property Manager**" means Marylebone Warwick Balfour Management Limited a company incorporated in England and Wales with registration number 2944316 and having its registered office at 1 West Garden Place, Kendal Street, London W2 2AQ.
- 2.13 "**Star Site Facility Agreement**" means the facility agreement (such facility agreement as amended by an amendment agreement between the parties thereto dated 7th September 1999 """) dated 16 December 1998 and entered into between the Star Site Borrower as borrower and National Westminster Bank Plc as original lender, arranger and as agent and security trustee for the persons specified and defined therein as Banks (the "**Star Site Banks**") (National Westminster Bank Plc in its capacity as agent and security trustee as aforesaid the "**Star Site Agent**").
- 2.14 "**Receiver**" means a receiver and manager or, if the VAT Security Trustee so specifies in the relevant appointment, a receiver, in either case appointed under the Deed.
- 2.15 "**Restated Deed**" means the VAT Administration and Security Deed as amended and restated by the Deed.
- 2.16 "**VAT**" means value added tax and includes any similar tax which may be imposed in place thereof from time to time.
- 2.17 "**VAT Account**" means the account of the Property Manager maintained for the purposes of paragraph 7 of the First Schedule of the Property Management Agreement, being as at the date of the Deed an account maintained at the branch of Barclays Bank plc at Pall Mall Corporate Business Centre, PO Box 15161, London SW1A 1QA (Sort Code 20-65-82) account number 00845828.
- 2.18 "**VAT Administration and Security Deed**" means the deed dated 7 September 1999 and as amended and restated as at the date of the Deed made between MWB Leisure Fund II, Jones Lang Lasalle Corporate Finance Limited, Marylebone Warwick Balfour Management Limited and National Westminster Bank Plc.
- 2.19 "**VAT Refund**" means each refund of VAT payable by H.M. Customs & Excise to the Fund from time to time.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02944316

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SUPPLEMENTAL DEED AMENDING AND RESTATING A VAT ADMINISTRATION AND SECURITY DEED DATED 7th SEPTEMBER 1999 BETWEEN MWB LEISURE FUND II, JONES LANG LASALLE CORPORATE FINANCE LIMITED, THE COMPANY AND THE BANK. DATED THE 8th FEBRUARY 2001 AND CREATED BY MARYLEBONE WARWICK BALFOUR MANAGEMENT LIMITED FOR SECURING EACH OBLIGATION OWED BY THE FUND TO THE VAT SECURITY TRUSTEE, EACH FACILITY AGENT AND EACH FACILITY BANK UNDER THE TERMS OF THE DEED WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 14th FEBRUARY 2001.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 16th FEBRUARY 2001.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —

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