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## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

# 395

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

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

For official use

Company number

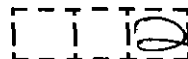
CHFP025

Please do not  
write in  
this margin

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

\*insert full name  
of Company

193740/60



4574186

Name of company

\* Moorbrook (No. 2) Limited as general partner

Date of creation of the charge

27 July 2004

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

Supplemental legal charge dated 27 July 2004 and made between Westfield (No. 3) Limited acting as a general partner of WB Woodside I, L.P. (a limited partnership established under the laws of Delaware, USA) (1), Moorbrook (No. 3) Limited as a general partner of WB Woodside II, L.P. (continued in Addendum 1)

Amount secured by the mortgage or charge

See Part II of the attached schedule

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

The Governor and Company of the Bank of Scotland, Corporate Banking, 155 Bishopsgate, London

Postcode EC2M 3YB

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

Lovell<sup>5</sup>  
Atlantic House  
Holborn Viaduct  
London  
EC1A 2FG  
F3/MJK/19558.04520/1392440

Time critical reference

For official Use  
Mortgage Section

| Post room



Short particulars of all the property mortgaged or charged

See Parts III and IV of the attached schedule

NB: The attached schedule contains covenants by and restrictions on the Obligors which protect and further define the charges and which must be read as part of the charges created.

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)

N/A

Signed

*Lorells*

Date 12 August 2004

On behalf of ~~XXXXXX~~ ~~XXXXXX~~ [signatory]†

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)

† 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 to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is:-

Companies House, Crown Way, Cardiff CF14 3UZ

Company number

4574186

Name of company

\*insert full name  
of Company

\* Moorbrook (No. 2) Limited as general partner

Addendum 1/4

1. Description of the instrument creating or evidencing the mortgage or charge (continued) (note2)

... (a limited partnership established under the laws of Delaware, USA, and together with WB Woodside I, L.P., the "Obligors") (2) in favour of The Governor and Company of the Bank of Scotland (the "Bank") (3) (the "Charge")

Addendum 2/4

2. Amount due or owing on the mortgage or charge (continued)

Addendum 3/4

3. Names, addresses and description of the mortgages or persons entitled to the charge (continued)

Addendum 4/4

4. Short particulars of all the property mortgaged or charged (continued)

SCHEDULE TO FORM 395

SUPPLEMENTAL LEGAL CHARGE

WB WOODSIDE I, L.P.

WB WOODSIDE II, L.P.

Part 1: Definitions

In the interpretation of this Schedule:

**"Agreement for Lease"** means an agreement in a form acceptable to the Bank acting reasonably entered into by the Borrower as landlord and a proposed tenant under which the proposed tenant agrees to take a lease of the relevant Development Site following practical completion of the Development of that Development Site;

**"Architect"** means the architect appointed from time to time by the Borrower for a Development with the prior written approval of the Bank;

**"Building Contract"** means, in respect of a Development, the contract or contracts (to be in conformity with a style based on one of the Joint Contracts Tribunal Styles of Building Contract save where otherwise agreed with the Bank) entered or to be entered into by the Borrower with the relevant Building Contractor, and in form and content acceptable to the Bank;

**"Building Contractor"** means the building contractor or building contractors appointed by the Borrower for each Development with the prior written approval of the Bank;

**"Collateral Warranties"** means the collateral warranties (including step in rights) from the relevant Building Contractor and each Professional in favour of the Bank;

**"Debentures"** means together the debenture dated 20 January 2003 (the **"LPI Debenture"**), made between LPI (1) and the Bank (2) and the debenture dated 20 January 2003 (the **"Borrower Debenture"**) made between the Borrower (1) and the Bank (2);

**"Development"** means:

- (a) the development of a Development Site in accordance with the financial appraisal and Development Programme submitted to and approved by the Bank in relation to that Development Site; or
- (b) the refurbishment of a Development Site in accordance with the financial appraisal and Development Programme submitted to and approved by the Bank in relation to that Development Site, provided that the projected development costs for the refurbishment of that Development Site exceed £5 per square foot of the proposed Development Site and exceed in aggregate £750,000 for that Development Site.

**"Development Programme"** means the building programme for each Development setting out details of the project works (including the plans), any necessary consents and other statutory requirements and regulations and other consents required in connection with it, the estimated timetable for the granting of any such permissions and/or consents and the estimated timetable for practical completion as that programme is submitted to and approved by the Bank;

**"Development Site"** means such part of the Property on which a Development is to take place;

**"Guarantee Bond"** shall mean any default bond granted by a third party guarantor in favour of the Borrower in relation to a Building Contractor's obligations to the Borrower under the relevant Building Contract;

**"Lease"** means all agreements for lease, leases, underleases, tenancy agreements and licences derived out of either Obligor's interest in the Property to which either Obligor is a party and/or any part thereof from time to time and all renewals thereof and, where the context admits, includes each or any of them;

**"Obligors"** means together **WB Woodside I, L.P.** (a limited partnership established under the laws of Delaware of 1209 Orange Street, Wilmington, New Castle County, Delaware, USA, 19081) ("**LPI**") acting by its general partners Westfield (No.3) Limited (registered under the laws of England and Wales with company number 4573940 having its registered office at Premier House, 44 - 48 Dover Street, London, W15 4NX) and **WB Woodside II, L.P.** (a limited partnership established under the laws of Delaware of 1209 Orange Street Wilmington, New Castle County, Delaware, USA, 19081) (the "**Borrower**") acting by its general partners Moorbrook (No.3) Limited (registered under the laws of England and Wales with company number 4574168 having its registered office at Premier House, 44 - 48 Dover Street, London, W15 4NX);

**"Performance Bond"** means the performance bonds granted each of the Building Contractors in favour of the Borrower in relation to the that Building Contractor's obligations to the Borrower under the relevant Building Contract;

**"Professionals"** means in relation to each Development Site the Architect and such other professional persons appointed by the Borrower for the Development of that Development Site with the prior written approval of the Bank;

**"Property"** shall mean the land and buildings known as Woodside Estate and Woodside Park the freehold title to which is registered at HM Land Registry with title numbers BD223074 and BD22284;

**"Secured Liabilities"** shall mean all or any monies and liabilities which will from time to time (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to the Bank by each of the Obligors, whether actually or contingently, solely or jointly and whether as principal or surety and whether or not the Bank shall have been an original party to the relevant transaction, and including interest, discount, commission and other lawful charges or expenses which the Bank may in the course of its business charge or incur in respect of any of those matters or for keeping each Obligor's account and so that interest shall be computed and compounded according to the Bank's usual rates and practice as well after as before any demand made or decree obtained under the Charge;

## **Part II: Amount Secured by the Mortgage or Charge**

Under clause 2.2 of the Charge, the Obligors covenanted that each of them will on demand in writing made to them by the Bank pay or discharge all of the Secured Liabilities owed by them.

## **Part III: Particulars of the Property Mortgaged or Charged**

Under clause 3 of the Charge, the Obligors with full title guarantee as security for the payment of all Secured Liabilities assigned to the Bank to hold absolutely the benefit of and all of its right title

and interest (present or future) to, under or in connection with each of the Leases, the Agreements for Lease, the Rental Income, each Building Contract, each Guarantee Bond, each Performance Bond, each of the Collateral Warranties, each appointment of a Professional and the proceeds of payment of any claims, awards or judgments received at any time by either Obligor arising out of the same and any sums payable to either Obligor under or in respect thereof and all invoices, bills, documents and papers relating thereto and the Obligors' rights arising there under whether at the date of the Charge or thereafter coming into existence.

#### **Part IV: Covenants and Restrictions**

- 1.1 Under clause 2.1 of the Charge the Obligors agreed that all of the covenants, provisions and powers contained in or subsisting under the Debentures shall be applicable for securing all of the moneys and liabilities secured under the Charge and for defining and enforcing the rights of the parties under the security thereby constituted as if such covenants, provisions and powers had been set out in full in the Charge.
- 1.2 Under the Debentures, each of the Obligors covenanted that they will not without the previous written consent of BoS:
  - (a) create or attempt to create or permit to subsist any mortgage, charge, lien (other than a lien arising in the ordinary course of business by operation of law) or encumbrance on any Asset charged under the Debenture; or
  - (b) dispose of or part with possession in any way (except on the determination of any lease, tenancy or licence) or share occupation of any Asset; or
  - (c) in any way dispose of the equity of redemption of any such Asset or any interest in any such Asset.

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## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04574186

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SUPPLEMENTAL LEGAL CHARGE DATED THE 27th JULY 2004 AND CREATED BY MOORBROOK (NO.2) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE OBLIGORS TO THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 12th AUGUST 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 17th AUGUST 2004.

*Handwritten signature*



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES