

# M

## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

# 395

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

CHFP025

Please do not write in this margin

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

\*insert full name of Company

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

[13]

N/A

199824/52  
4574186 FROM LETTER.

Name of company

\* Moorbrook (No. 2) Limited

Date of creation of the charge

16 July 2005

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

Debenture dated 16 July 2005 made between Moorbrook (No. 3) Limited acting as general partner of WB Woodside II, L.P. (a limited partnership established under the laws of Delaware, USA) (the "Obligor") (1) in favour of The Governor and Company of the Bank of Scotland ("BoS") (2) (the "Debenture").

Amount secured by the mortgage or charge

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 BoS by the Obligor, whether actually or contingently, solely or jointly and whether as principal or surety and whether or not BoS shall have been an original party to the relevant transaction, and including interest, discount, commission and other lawful charges or expenses which BoS may in the course of its business charge or incur in respect of any of those matters or for keeping the Obligor's account, and so that interest shall be computed and compounded according to the usual BoS rates and practice as well after as before any demand made or decree obtained under the Debenture.

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

The Governor and Company of the Bank of Scotland  
155 Bishopsgate  
London

Post

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

Lovells  
Atlantic House  
Holborn Viaduct  
London  
EC1A 2FG

F3/TSLEM/1844548

Time critical reference

For official Use (02/00)  
Mortgage Section

PMO \*PJRH00T\* 0409  
COMPANIES HOUSE 2 BIS  
LD2 \*L408\*7L9\* 0386  
COMPANIES HOUSE 17/08/05  
PMO \*PJRH00C\* 0075  
COMPANIES HOUSE 2 18/05  
LD2 \*L4230\*7W\* 0309  
COMPANIES HOUSE 10/08/05  
LD2 \*L38127HN\* 0359  
COMPANIES HOUSE 02/08/05

Short particulars of all the property mortgaged or charged

All the undertaking, property and assets of the Obligor whatsoever and wheresoever, present and future, as specified in the attached Schedule, which also contains covenants by and restrictions on the Obligor which protect and further define the charges and must be read as one with the charges.

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

*Lovells*  
*Solicitors*

Date 02/08/2005

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)

† 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 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

## PARTICULARS OF A MORTGAGE OR CHARGE

Name of Obligor      WB Woodside II, L.P. (a limited partnership established under the laws of Delaware, USA) acting through its general partner Moorbrook (No.3) Limited

### Schedule of Charges, Covenants and Restrictions

contained in a Debenture in favour of Bank of Scotland ("BoS") dated 16 July 2005 (the "Debenture")

#### Charges

1. by way of fixed charge all future freehold and leasehold property belonging to the Obligor together with all buildings and fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on the property;
2. by way of fixed charge all present and future interests of the Obligor in or over land or the proceeds of sale of land and all present and future licences of the Obligor to enter upon or use land and the benefit of all other agreements relating to land to which the Obligor is or may become party or otherwise entitled and all fixtures (including trade and tenant's fixtures), plant, machinery and equipment which are at any time on the property charged under the Debenture;
3. by way of fixed charge all the goodwill and uncalled capital for the time being of the Obligor;
4. by way of fixed charge all present and future stocks shares and other securities, including the Units, owned (at law or in equity) by the Obligor and all rights and interests of the Obligor accruing or offered at any time in relation to them, all rights and interests in and claims under all policies of insurance and assurance held or to be held by or insuring to the benefit of the Obligor and the benefit of all rights and claims to which the Obligor is now or may be entitled under any contracts;
5. by way of fixed charge all general intangibles, including without limitation patents, patent applications, trade marks, trade mark applications, trading names, brand names, service marks, copyrights, rights in the nature of copyright, moral rights, inventions, design rights, registered designs, all trade secrets and know-how, computer rights, programmes, systems, tapes, disks, software, all applications for registration of any of them and other intellectual property rights held or to be held by the Obligor or in which it may have an interest and the benefit of all present and future agreements relating to the use of or licensing or exploitation of any such rights (owned by the Obligor or others) and all present and future fees, royalties or similar income derived from or incidental to any of the foregoing in any part of the world;
6. by way of fixed charge, all present and future book and other debts, accounts, monetary claims and payment intangibles of the Obligor whether payable now or in the future and the benefit of all present and future rights and claims of the Obligor against third parties relating to them and capable of being satisfied by the payment of money (save as described in paragraph 5 above);
7. by way of fixed charge all present and future plant and machinery and all other present and future goods and chattels of the Obligor not otherwise charged by way of fixed charge

mentioned in any of paragraphs 1 to 11 inclusive (but excluding any chattels for the time being forming part of the Obligor's stock in trade or work in progress);

8. by way of fixed charge, all present and future bank accounts, deposit accounts, cash at bank and credit balances of the Obligor with any bank or other person whatsoever and all rights relating or attaching to them (including the right to interest);
9. by way of fixed charge all contracts and documents, instructions and chattel paper, books and records;
10. by way of assignment by way of security to BoS 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 SPA, the Declaration of Trust, the Contribution Agreement, the Unit Trust Instrument and (to the extent not already effectively otherwise charged or assigned by way or security under the preceding provisions of clause 3 of the Debenture), the Units and in each case all documents ancillary thereto and the proceeds of payment of any claims, awards or judgments received at any time by it arising out of the same and any sums payable to it under or in respect thereof and all invoices, bills, documents and papers relating thereto and the Obligor's rights arising thereunder whether now or here-after come into existence.
11. by way of floating charge all the Assets not effectively otherwise charged by or assigned by way of security under Clause 3 of the Debenture, including (without limitation) any immovable property of the Obligor in Scotland and any Assets in Scotland within any of the types mentioned in paragraphs 1 to 11 above inclusive including but not limited to inventory and work in progress, but so that the Obligor is prohibited from creating any fixed security or mortgage or any floating charge over the Assets having priority over or ranking pari passu with the floating charge created by the Debenture (otherwise than in favour of BoS) and the Obligor will have no power without the consent of BoS to part with or dispose of any part of those Assets except by way of sale in the ordinary course of its business.

#### **Conversion into fixed charge**

BoS may at any time (acting reasonably) by notice to the Obligor immediately convert the floating charge contained in sub-clause 3.1.4 of the Debenture, and described in paragraph 1, above, into a fixed charge over any Assets specified in any such notice and the floating charge will, without notice from BoS automatically be converted into a fixed charge:

1. in respect of any Assets which become subject to a fixed charge in favour of any other person or to a disposition otherwise than by way of sale in the ordinary course of the Obligor's business immediately upon such charge or disposition;
2. in respect of any Assets charged under the floating charge contained in sub-clause 3.1.4 of the Debenture if and when the Obligor shall cease to carry on business or to be a going concern; and
3. in respect of all Assets on the making of an order for the compulsory winding-up of the Obligor or on the convening of a meeting for the passing of a resolution for the voluntary winding-up of the Obligor or on the presentation of a petition for the making of an administration order in relation to the Obligor or on the presentation of an application for a warrant of execution, writ of fieri facias, garnishee order or charging order;

but so that this provision shall not apply to any Assets in Scotland.

### **Restriction on charges and disposals**

The Obligor will not without the previous written consent of BoS:

1. 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
2. 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
3. in any way dispose of the equity of redemption of any such Asset or any interest in any such Asset.

The Obligor consents, in relation to each register of title of any present and future land which is charged to BoS under the Debenture, to BoS (or its solicitors) at any time submitting a form RX1 (*application to register a restriction*) in the following terms:-

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [date] in favour of BoS referred to in the Charges Register or, if appropriate, signed on such proprietor's behalf by [its solicitor or conveyancer or specify appropriate details]".

While the Debenture subsists:-

1. no statutory or other power of granting or agreeing to grant or of accepting or agreeing to accept surrenders of leases or tenancies of the whole or any part of the freehold and leasehold property charged under the Debenture will be capable of being exercised by the Obligor without the previous written consent of BoS;
2. the Obligor shall not be entitled to part with possession (otherwise than on the determination of any lease, tenancy or licence) of any property thereby charged, or to share the occupation thereof with any other person or persons, or to surrender or purport to surrender or permit to be forfeited the lease of any leasehold property thereby charged without such consent as aforesaid;
3. Section 93 of the Law of Property Act 1925 (consolidation of mortgage) will not apply to the Debenture.

### **Control of moneys received**

Subject to its obligations under Leases granted over the real property charged, the Obligor will pay into the Obligor's account with BoS (or as BoS may direct) all moneys which it receives in respect of any policies of insurance or assurance, fees, royalties, income or book or other debts or any other of the rights and claims charged to BoS under the Debenture above inclusive and until such payment hold all moneys so received upon trust for BoS and will not without the prior written consent of BoS charge, factor, discount, or assign any of the those policies, fees, royalties, income, debts, rights or claims in favour of any other person or purport to do so.

### **Redemption or purchase of own shares and creation and issue of loan stock**

The Obligor will not without the previous written consent of BoS redeem or purchase any of its own shares or issue any redeemable shares or create and issue any loan stock.

**Definitions:**

**"Amendment Letter"** means the letter dated 16 July 2005 between the Bank, the Obligor and the Unitholders, amending the terms of the Facility Letter;

**"Assets"** shall mean the whole of the property (including uncalled capital) which is or may be from time to time comprised in the property and undertaking of the Obligor.

**"Contribution Agreement"** means the Contribution Agreement dated on or around the date of the Debenture between the Obligor (as contributor) and the Trustees.

**"Declaration of Trust"** means the declaration of trust dated on or about the date of the Amendment Letter relating to the Units, created by the Unitholders in favour of the Obligor;

**"Facility Letter"** means the facility letter dated 22 December 2002 between the Obligor and BoS as amended and restated on 15 September 2003 and as further amended by the Amendment Letter;

**"Manager"** means Woodside and Heywood Manager Limited (as manager of the Unit Trust);

**"SPA"** means the sale and purchase agreement dated on or about the date of the Amendment Letter between the Obligor (as vendor), Slough Properties Limited (as purchaser), the Trustees and the Manager relating to the sale and purchase of the Units;

**"Trustees"** means Woodside and Heywood Trustee I Limited and Woodside and Heywood Trustee II Limited (as trustees of the Unit Trust);

**"Unit Trust Instrument"** means the trust instrument dated on or about the date of the Amendment Letter made between the Trustees and the Manager."

**"Unit Trust"** means The Woodside Unit Trust established and constituted pursuant to the Unit Trust Instrument;

**"Unitholders"** means together Moorbrook (No.1) Limited, Moorbrook (No.2) Limited, Moorbrook (No.3) Limited, Moorside (No.1) Limited, Moorfield Dunstable LP3 Limited, WB Woodside III-1 GP, LLC, WB Woodside III-1 LP, LLC, WB Woodside III-2 GP, LLC and WB Woodside III-2LP, LLC ;

**"Units"** means 114,522,548 units in the Unit Trust, legally owned by the Unitholders and beneficially owned by the Obligor;

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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 DEBENTURE DATED THE 16th JULY 2005 AND CREATED BY MOORBROOK (NO.2) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM W B WOODSIDE II L.P. TO THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND ON ANY ACCOUNT WHATSOEVER 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 2nd AUGUST 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 19th AUGUST 2005.

*PS*



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —