

**COMPANIES FORM No. 395****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

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

For official use

Company number

Name of company

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

Date of creation of the charge

20 January 2003

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

Debenture dated 20 January 2003 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, Corporate Banking, 155 Bishopsgate, London

Postcode EC2M 3YB

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

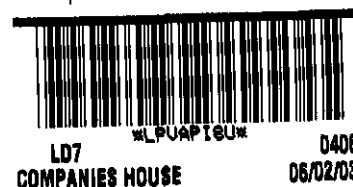
Lovells  
Atlantic House  
Holborn Viaduct  
London  
EC1A 2FG

F3/SJW/TSLSBH/1128415.01

Time critical reference

For official Use  
Mortgage Section

Post room



**M**

CHFP025

Please do not write in this margin

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

\*insert full name of Company

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)

Not applicable

Signed

Date

*Lovells Solicitors*  
6 February 2003

On behalf of ~~[company]~~ [mortgagee/chargee]†

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

## **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 20 January 2003**

#### **Charges**

1. by way of legal mortgage all the freehold and leasehold property of the Obligor now vested in it whether or not the title to the property is registered at HM Land Registry together with all present and future buildings, 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 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;
3. by way of fixed charge all present and future interests of the Obligor in or over land or the proceed 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 and machinery which are at any time on the property charged under the Debenture;
4. by way of fixed charge all the goodwill and uncalled capital for the time being of the Obligor;
5. by way of fixed charge all present and future stocks shares and other securities 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;
6. by way of fixed charge all general intangibles, including all 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;
7. by way of fixed charge, subject always to the Vendor VAT Security 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);

8. by way of fixed charge all present and future plant and machinery and all other present and future goods and chattels 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);
9. by way of fixed charge, subject always to the Vendor VAT Security 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);
10. by way of fixed charge all contracts and documents including without limitation the benefit of the Management Agreement, instructions and chattel paper, books and records;
11. by way of floating charge all the Assets not effectively charged by way of a fixed charge mentioned in any of paragraphs 1 to 11 inclusive, including (without limitation) any immovable property of the Obligor in Scotland and any Assets in Scotland within any of the types mentioned in paragraphs 2 to 11 above inclusive including but not limited to inventory and work in progress, but so that the Obligor is, other than the Vendor VAT Security 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 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; and
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;
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 agreed that it will apply to the Chief Land Registrar for a restriction to be entered on the register of title of all present and future registered freehold and leasehold property of the Obligor in the following terms:-

"Except under an order of the Registrar no disposition by the proprietor of the land is to be registered without the consent of the proprietor for the time being of the charge hereby created".

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 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 paragraphs 2 to 11 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:**

"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.

"Vendor VAT Security" means the following limited recourse security granted by the Borrower in favour of the Vendors:

- (a) an agreed form security assignment of the Borrower's rights to the Vendor VAT Rebate; and
- (b) an agreed form charge over the Vendor VAT Account.

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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 20th JANUARY 2003 AND CREATED BY MOORBROOK (NO.2) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE OBLIGOR TO THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND 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 6th FEBRUARY 2003.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 10th FEBRUARY 2003.

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THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*  
— for the record —