

MG01

Particulars of a mortgage or charge

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A fee is payable with this form.

We will not accept this form unless you send the correct fee

Please see 'How to pay' on the last page



What this form is for

You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland



What this form is NOT for

You cannot use this form to register
particulars of a charge
company. To do this, use
form MG01s

TUESDAY



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15/02/2011

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COMPANIES HOUSE

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1

Company details

Company number

0 6 3 1 2 6 3 4

Company name in full

Moorfield Real Estate Fund II GP Limited acting in its capacity
as general partner of MREF II A (later defined) (the **Grantor**)

For official use

116

Filing in this form

Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2

Date of creation of charge

Date of creation

0 7 0 2 2 0 1 1

3

Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description

Security Interest Agreement (the **Agreement**)

4

Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

the obligations of the Grantor to pay all monies
which are from time to time due by the Grantor to
the Secured Party, whether incurred actually or
contingently and alone or jointly with any other
person (the **Secured Obligations**).

Continuation page

Please use a continuation page if
you need to enter more details

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Particulars of a mortgage or charge

5		Mortgagee(s) or person(s) entitled to the charge (if any)	Continuation page Please use a continuation page if you need to enter more details
		Please give the name and address of the mortgagee(s) or person(s) entitled to the charge	
Name	Abbey National Treasury Services plc		
Address	Abbey National House, 2 Triton Square, Regents Place, London		
Postcode	N W 1 3 A N		
Name			
Address			
Postcode			
6		Short particulars of all the property mortgaged or charged	Continuation page Please use a continuation page if you need to enter more details
		Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>1 GRANT OF SECURITY INTEREST AND GUARANTEE AND INDEMNITY</p> <p>1 1 To the intent that the Secured Party shall have a security interest in the Collateral by way of security for the Secured Obligations, the Grantor hereby</p> <p>1 1 1 assigns title to the Collateral to the Secured Party, and</p> <p>1 1 2 agrees that, to the extent that the Grantor shall not have assigned to the Secured Party, or perfected in its favour, title to any of the Affected Securities, the Secured Party (and/or some other person chosen by the Secured Party to act on its behalf) shall have possession of all certificates of title thereto</p> <p>1 2 In accordance with Clause 1 1, and in order to facilitate the exercise of the Secured Party's rights under the Agreement, the Grantor has delivered and shall ensure that in the future there shall promptly be delivered to the Secured Party or to its order</p> <p>1 2 1 the certificates of title to all Affected Securities, and</p> <p>1 2 2 instruments of transfer in respect of all Affected Securities, duly executed by the holder but otherwise completed or partially completed in such manner as the Secured Party requires</p> <p>Provided always that the Affected Securities shall not be registered in the name of the Secured Party or its nominee in the register of members of the Company unless an Event of Default has occurred and is continuing</p> <p>1 3 The Secured Party may cause, or require, title to any part of the Collateral and/or the certificates of title to be held by any person on its behalf</p> <p>1 4 Subject to the proviso in Clause 1 2, the Secured Party may complete a partially completed instrument of transfer in such manner as for the time being appears appropriate to the Secured Party for the purpose of facilitating the exercise of any of its rights under the Agreement</p> <p>1 5 The Grantor shall forthwith join with the Secured Party in giving notice to the Company in the form set out in Schedule 2 of the Agreement for the purposes of Article 2(8) of the Law</p> <p>1 6 This Clause 1 6 applies where pursuant to Clause 1 1 Affected Securities are to be registered in the name of the Secured Party (or its nominee) Whether or not notice in the form set out in the Schedule to the Agreement is given, the delivery of an instrument of transfer to the Company and the registration in the Company's books of the Secured Party (or its nominee) as the holder thereof shall be taken as having been made and effected on the Secured Party's behalf, notwithstanding that the instrument of transfer may have been executed or delivered to the Company by the transferor alone Any such registration shall, where relevant, also constitute notice to the Company for the purposes of Article 2(8) of the Law</p>		

MG01 - continuation page

Particulars of a mortgage or charge



6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

1 7 For the avoidance of doubt, it is hereby confirmed that for the purposes of the Law the Secured Party is "the secured party" and the Grantor is "the debtor"

1 8 Subject to Clause 1 10, the Grantor hereby undertakes the guarantee and indemnity obligations set out in Schedule 1 of the Agreement.

1 9 Subject to Clause 1 10, the Grantor covenants with and undertakes to the Secured Party to pay and discharge the Secured Obligations when due (provided always that the Secured Party shall not be able to claim under this Clause 1 9 for any amount paid by the Grantor pursuant to Clause 1 8)

1 10 Notwithstanding Clauses 1 8 and 1 9, the Secured Party shall not have any recourse under the Agreement to any assets of the Grantor other than the Collateral

Definitions

Affected Securities means the securities which from time to time comprise the Collateral,

Collateral means

(a) the two thousand one hundred and twenty five ordinary shares of no par value in the capital of the Company registered in the name of the Moorfield Real Estate Fund II 'A' Limited Partnership (acting by its general partner, Moorfield Real Estate Fund II GP Limited) and represented by share certificate no 1, including all Derivative Assets, and

(b) all the Grantor's right, title and interest from time to time to and in all such securities and Derivative Assets,

Company means MREF II WRH GP Limited, a company registered in Jersey with registered number 106987,

Derivative Assets means all securities, dividends, interest or other property (whether of a capital or income nature) accruing, deriving, offered or issued at any time by way of dividend, bonus, redemption, exchange, substitution, conversion, consolidation, sub-division, preference, option or otherwise which are attributable to any Affected Securities or any Derivative Assets previously described and all rights from time to time thereto,

Event of Default means any of the events listed or referred to in Clause 8 of the Agreement,

Law means the Security Interests (Jersey) Law, 1983, and

MREF II A means MOORFIELD REAL ESTATE FUND II 'A' LIMITED PARTNERSHIP (a limited partnership registered in England and Wales with registered number LP012496).

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7	Particulars as to commission, allowance or discount (if any) Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his <ul style="list-style-type: none">- subscribing or agreeing to subscribe, whether absolutely or conditionally, or- procuring or agreeing to procure subscriptions, whether absolute or conditional, for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered	
Commission allowance or discount		
8	Delivery of instrument You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860) If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866) We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870) The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it Where a body corporate gives the verification, an officer of that body must sign it We will also accept a verified copy where section 867(2) applies (property situated in another part of UK)	
9	Signature Please sign the form here Signature X Junder & Wilson LLP (M. Ang) X This form must be signed by a person with an interest in the registration of the charge	

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Particulars of a mortgage or charge



Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name

Michael Wrigley

Company name

Dundas & Wilson LLP

Address

Northwest Wing

Bush House

Aldwych

Post town

London

County/Region

Postcode

W

C

2

B

4

E

Z

Country

DX

Telephone

020 7240 2401



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

- ☐ The company name and number match the information held on the public Register
- ☐ You have included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



Important information

Please note that all information on this form will appear on the public record.



How to pay

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

Make cheques or postal orders payable to 'Companies House'.



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below.

For companies registered in England and Wales.
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland.
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 6312634
CHARGE NO. 16**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECURITY INTEREST
AGREEMENT DATED 7 FEBRUARY 2011 AND CREATED BY
MOORFIELD REAL ESTATE FUND II GP LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO ABBEY NATIONAL TREASURY SERVICES PLC
ON ANY ACCOUNT WHATSOEVER WAS REGISTERED
PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT
2006 ON THE 15 FEBRUARY 2011**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 16 FEBRUARY
2011**



Companies House
— for the record —



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**