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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

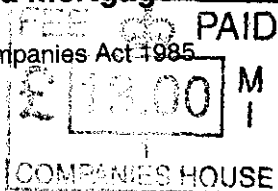
Please do not write in this margin

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

017852

13

05218793

Name of company

* WBI Limited

Date of creation of the charge

25 JANUARY 2007

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

MORTGAGE

Amount secured by the mortgage or charge

PLEASE SEE PART 1 OF THE ATTACHED APPENDIX

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

BARCLAYS BANK PLC of 1 Churchill Place, London ("Security Holder")

Postcode E14 5HP

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

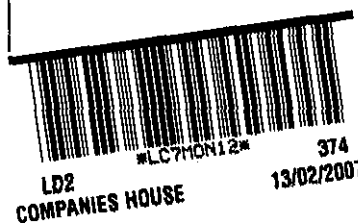
DLA Piper UK LLP
3 Noble Street
London
EC2V 7EE

JCT/RXC/43472/120092

Time critical reference

For official Use (06/2005)
Mortgage Section

Post room



PLEASE SEE PART 2 OF THE ATTACHED APPENDIX

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)

NIL

Signed DLA PIPER UK LLP

Date 13/02/07

On behalf of ~~XXXXXX~~ [mortgagee/~~XXXXXX~~][†]

**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

APPENDIX TO FORM 395

DEFINITIONS

"Accommodated person" means any person with whom the security holder contracts or makes any arrangement or to whom the security holder provides any financial services or facility for the accommodation of the party granting the security;

"Charged property" means the property charged by this Deed;

"Collateral" means if this Deed is a mortgage of land, the land referred to in the memorandum of mortgage, and in the case of all other instruments either real and personal property together or separately as the circumstances may dictate and as further defined in this Deed;

"for the accommodation of the party granting the security" means for the accommodation of, at the request of, at the direction of or on account of the party granting the security or, if there are more than any one of them, any one or more of them;

"General security agreement" means, in relation to personal property, a security agreement as defined in the Personal Property Securities Act 1999 creating or intended to create a security interest in personal property and, in relation to other property, any deed, instrument or other document creating or intending to create a security interest in that other property, but does not include a mortgage of land registered or intended to be registered under the Land Transfer Act 1952;

"Land proceeds" means all moneys payable to the party granting the security arising:

(a) from the cultivating, harvesting, selling or otherwise utilising of trees, timber, logs or crops to be grown or growing on the land now or at any time in the future;

(b) from any profit a prendre or forestry right;

(c) out of the ownership, use or occupation of the land or any agreement relating to its ownership use or occupation including any sale proceeds, any rents, any damages and any proceeds of any insurance including insurance in respect of loss of earning or income; and

any resource consent issued in respect of the land pursuant to the Resource Management Act 1991;

"Laws" and "Law" means any Act of Parliament, regulation, Order in Council, local authority by-law;

"Mortgage" and "Land" have the meaning set out in the Land Transfer Act 1952;

"Other property" means any property that is not personal property for the purposes of the Personal Property Securities Act 1999;

"Party granting the security" includes all persons executing this Deed regardless of how they may be described in the instrument and the covenants contained and implied in this Deed will bind all such persons jointly and severally as principal party granting the security and, if this Deed is a security agreement as defined in the Personal Property Securities Act 1999, means the debtor as that term is defined in that Act;

"Person" includes a company or other body corporate;

"Property" means and includes real property, personal property and other property;

"Real property" means land;

"Secured agreement" means every contract, agreement, arrangement, services, or facility provided or entered into by the security holder for the accommodation of any accommodated person and/or relating to the secured money;

"Security holder" means the party named as such or, if this Deed is a mortgage of land, named as the mortgagee in this Deed or in an annexure schedule to this Deed;

"Security interest"

(a) in relation to land, means an interest in land under a mortgage and includes any unregistered charge on any land and any interest in any land granted or created for securing money or the payment or performance of an obligation;

(b) in relation to personal property has the meaning set out in section 17 of the Personal Properties Securities Act 1999;

(c) in relation to other property means any interest in that property that has been created for the purposes of securing money or moneys worth;

PART 1

AMOUNT SECURED BY THE MORTGAGE OR CHARGE

All moneys which are now or at any time in the future owing to the security holder, all advances, reasonable costs incurred and expenditure made for the protection, maintenance, preservation or repair of any charged property or for the enforcement of any security interest under this Deed and each and every payment of performance of an obligation by a party granting the security or, if there is more than one, any one or more of them, or by any accommodated person, in respect of any secured agreement ("**Secured Moneys**").

PART 2

SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED

1. EXTENT OF SECURITY INTERESTS

1.1 Over land

The party granting the security mortgaged to the security holder all of its right title and interest (present, future, legal and equitable) in the land and assigns to the security holder absolutely all of its right title and interest (present, future, legal and equitable) in land proceeds.

1.2 Over specific property

The party granting the security agreed to grant to the security holder a security interest in the collateral described in this Deed and all proceeds of that collateral.

1.3 Over all property

The party granting the security agreed to grant to the security holder a security interest, and where any part of the secured moneys is used to acquire rights in collateral, a purchase money security interest, in and over:

- 1.3.1 personal property: all its personal property of any kind or nature and wherever it may be situated, that is either at the time of the Mortgage or in the future will be owned, held, leased, under the control or in the possession of the party granting the security.
- 1.3.2 real property: all its real property assets of any nature and kind, both present and future including by way of example and not limitation, all its interests in land and the rents, revenue or income from its land to the intent that a caveable interest in land is created in favour of the security holder; and
- 1.3.3 other property: all its other property of any kind and nature both present and future.

2. SECURITY PROVISIONS

- 2.1 For the purposes of section 80(A)(2) of the Property Law Act 1952, the maximum amount up to which the sum owing under this Deed will rank in priority to any subsequent instrument, charge or security interest is £5,500,000.
- 2.2 Stating a maximum amount does not act:
 - 2.2.1 as a waiver of the security holder's security under this Deed for so much of the secured moneys as may exceed the priority sum; nor
 - 2.2.2 as a representation of the total amount of secured moneys to be provided by the security holder or intended to be secured by this Deed.

- 2.3 Until the security holder executes a final discharge of this Deed in writing, it will be a running and continuing security for payment of the secured moneys and compliance with its terms despite:
- 2.3.1 payment of any sums to the security holder from time to time; or
 - 2.3.2 any account between the party granting the security and the security holder being in credit at any time; or
 - 2.3.3 any settlement of account or other circumstance whatsoever.
- 2.4 The security holder's rights will not be affected at any time by:
- 2.4.1 any amendment to this Deed; or
 - 2.4.2 (in respect of one party) the invalidity or unenforceability of this Deed against any other party or the release of any other party from this Deed or the failure of any other party to execute or otherwise be bound by this Deed for whatever reason and whether or not known to the security holder: or
 - 2.4.3 the dissolution, amalgamation, change in status, constitution or control, reconstruction or reorganisation of any party (or the commencement of any steps to effect any of this).
- 2.5 If the security holder requires, the party granting the security must promptly execute and deliver to the security holder all assignments, transfers, security interests and any other agreements and documents, and do anything else which the security holder may deem necessary to:
- 2.5.1 perfect title in any collateral; or
 - 2.5.2 perfect a security interest created under this Deed; or
 - 2.5.3 vest, or enable to vest, any collateral in the security holder, its nominee or purchaser; or
 - 2.5.4 facilitate collateral realisation; or
 - 2.5.5 secure the full benefit of the security holder's rights under this Deed; and

2.5.6 do all things and execute all further instruments that may be required to assure the security holder of valid and binding legal interests in the collateral.

2.6 The party granting the security for so long as any of the secured moneys is outstanding, irrevocably appoints the security holder and any, director, manager or officer of the security holder to be its lawful attorney to act for and on its behalf for the purpose of executing, delivering and doing anything that the party granting the security is required to do under clause 2.8 and any action taken by the attorney for the purposes of clause 2.8 is hereby ratified and approved. This power may only be exercise if the party granting the security has failed to act in accordance with clause 2.8.

3. **NEGATIVE PLEDGE**

The party granting the security must not create or allow the creation of or allow to remain any instrument, charge or other security interest in the collateral without the prior written consent of the security holder.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 05218793

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A MORTGAGE EXECUTED OUTSIDE THE UNITED KINGDOM OVER PROPERTY SITUATED THERE DATED THE 25th JANUARY 2007 AND CREATED BY WBI LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE TO BARCLAYS BANK PLC (THE SECURITY HOLDER) 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 13th FEBRUARY 2007.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 20th FEBRUARY 2007.

DDM



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES