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legibly, preferably
in black type, or
bold block lettering

*insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

014002/78

395

A fee of £13 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

[] [] [] [] [] []

06380200

Name of company

* Pimco (B1) Limited (the "Company")

Date of creation of the charge

02 November 2007

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

Debenture

Amount secured by the mortgage or charge

All or any money and liabilities which shall 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 Company, whether actually or contingently, solely or jointly and whether as principal or surety (or guarantor or cautioner), including any money and liabilities of the Company to a third party which have been assigned or novated to or otherwise vested in BoS 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 Company's account, and so that interest shall be computed and compounded according to the usual BoS rates and practice (or otherwise agreed in writing) after as well as before any demand made or judgment or decree obtained under or in relation to the Debenture ("Secured Liabilities")

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

BANK OF SCOTLAND PLC (Company Number SC327000) having its registered office at The Mound, Edinburgh EH1 1YZ ("BoS")

Postcode EH1 1YZ

Presentor's name address and
reference (if any)

McClure Naismith
4th Floor Equitable House
47 King William Street
London
EC4R 9AF
EH3 900
DX 746 CDE

Time critical reference

For official Use (06/2005)

Mortgage Section

Post room

WEDNESDAY



LD4

LW346UUI

21/11/2007

124

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

See attached Schedule

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)

None

Signed

McCabe Harris

Date

21/11/07

On behalf of ~~XXXXXXXXXXXX~~ (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

SCHEDULE

Short particulars of all the property mortgaged or charged

- 1 The Company with full title guarantee charged to BoS -
 - 1 1 by way of fixed charge -
 - 1 1 1 all estates or interests in any freehold or leasehold property belonging to the Company at or at any time after the date of the Debenture together with all buildings and fixtures (including trade and tenant's fixtures) which are at any time on or attached to the property,
 - 1 1 2 all present and future interests of the Company in or over land or the proceeds of sale of it and all present and future licences of the Company to enter upon or use land,
 - 1 1 3 the benefit of all other agreements relating to land to which the Company is or may become party or otherwise entitled,
 - 1 1 4 all plant and machinery of the Company at any time attached to property which is charged by the provisions described under 1 1 1 to 1 1 3 above,
 - 1 1 5 all present and future stocks, shares and other securities owned (at law or in equity) by the Company and all rights, money or property of a capital nature at any time accruing or offered in relation to them, whether by way of bonus, consolidation, conversion, exchange, option, preference, return of capital or otherwise,
 - 1 1 6 all rights, money or property of an income nature at any time accruing or payable in relation to the stocks, shares and other securities described under 1 1 5 above, whether by way of dividend, distribution, interest or otherwise,
 - 1 1 7 all rights and interests in and claims under all insurance contracts or policies at any time held by or insuring to the benefit of the Company which relate to assets subject to a mortgage, fixed charge or assignment by way of security under the Debenture ("Fixed Charge Assets") (including all money payable under such contracts and policies),
 - 1 1 8 all rights and interest and claims under all other insurance or assurance contracts or policies at any time held by or insuring to the benefit of the Company (including all money payable under them),
 - 1 1 9 all patents, utility models, registered and unregistered trade and service marks, rights in passing off, copyright, registered and unregistered rights in designs and database rights in each case at any time held by the Company (whether alone or jointly with others) anywhere in the world and including any extensions and renewals of, and any application for, such rights,
 - 1 1 10 the benefit of all agreements and licences at any time entered into or enjoyed by the Company relating to the use or exploitation by or on behalf of the Company in any part of the world of any such rights as are described under 1 1 9 above but owned by others,

- 1 1 11 all the Company's rights at any time in relation to trade secrets, confidential information and know how in any part of the world
 - 1 1 12 all present and future book debts of the Company,
 - 1 1 13 all other present and future debts or monetary claims of the Company against third parties (excluding those described under 1 1 7 or 1 1 8 above or arising on fluctuating accounts with subsidiaries of the Company),
 - 1 1 14 the benefit of all warranties, instruments, guarantees, charges, pledges, and other security and all other rights and remedies available to the Company in respect of any Fixed Charge Assets,
 - 1 1 15 all present and future bank accounts, cash at bank and credit balances of the Company (excluding those arising on fluctuating accounts) with any bank or other person whatsoever and all rights relating or attaching to them (including the right to interest), and
 - 1 1 16 all rights, money or property accruing or payable to the Company at any time under or by virtue of a Fixed Charge Asset except to the extent that such rights, money or property are for the time being effectively charged by fixed charge under any of the provisions described above,
 - 1 2 by way of floating charge all the assets not effectively otherwise mortgaged, charged or assigned by the Debenture (including, without limitation, any immovable property of the Company in Scotland and any assets in Scotland falling within any of the types described under 1 1 above)
 - 2 The Company with full title guarantee assigned in favour of BoS (subject to the right of the Company to require the re-assignment of it upon payment or discharge in full of the Secured Liabilities)
 - 2 1 all the right, title and interest of the Company in and to any interest rate hedging agreements at any time entered into with any person, and
 - 2 2 (insofar as they were capable of being assigned by way of security) all the right, title and interest of the Company in and to any agreement to which the Company is a party except to the extent that it is subject to any fixed charge created under any other provisions of the Debenture,
- or, if any such right, title or interest was not assignable, all compensation, damages, income, profit or rent which the Company may derive from it or be awarded or entitled to in respect of it
- 3 The Company agreed in the Debenture not to create or permit to subsist any security right, mortgage, charge, lien, encumbrance, trust agreement or declaration of trust over any of its assets without the prior written consent of BoS

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No 06380200

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 2nd NOVEMBER 2007 AND CREATED BY PIMCO (B1) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO BANK OF SCOTLAND PLC 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 21st NOVEMBER 2007.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 27th NOVEMBER 2007

Pl. Ceri



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES