

MG01

Particulars of a mortgage or charge

180596/26



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

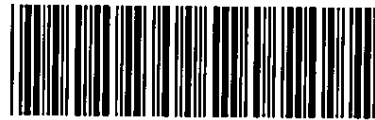
You may use this form to register particulars of a mortgage or charge in England and Wales or Northern Ireland.



What this form is NOT for

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

WEDNESDAY



LD2

LTP2GH79

03/02/2010

42

COMPANIES HOUSE

1

Company details

Company number

07052815

Company name in full

WLHC HoldCo Limited (the "Chargor")

For official use

Filling 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

29/01/2010

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

Debenture made between (1) the Chargor and (2) Nationwide Building Society as security trustee for the Creditors (the "Security Trustee") (the "Debenture").

4

Amount secured

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

Amount secured

4
All moneys, obligations and liabilities now or after the date of the Debenture due owing or incurred by the Chargor to the Creditors (or any of them) under the Documents in any manner and in any currency or currencies and whether present or future, actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, together with all interest accruing on such moneys and liabilities (the "Secured Obligations").

Continuation page

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

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5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge.

Continuation page

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

Name	Nationwide Building Society
Address	Kings Park Road, Moulton Park, Northampton
Postcode	N N 3 6 N W
Name	
Address	
Postcode	

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Continuation page

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

Short particulars

1. COVENANT TO PAY

- 1.1 The Chargor covenanted with the Security Trustee as security trustee for the Creditors, to pay and discharge the Secured Obligations when they become due for payment and discharge in accordance with the terms of the Transaction Documents.
- 1.2 The Chargor covenanted and guaranteed that it will immediately on demand in writing made to it by the Security Trustee pay or discharge the obligations of the Borrower on the terms, and with the benefit of the provisions, set out in **Schedule 2** of the Debenture.

2. CHARGING PROVISIONS

2.1 General

All Security created by the Chargor under **clauses 2.2 to 2.5** inclusive is:

- 2.1.1 a continuing security for the payment and discharge of the Secured Obligations;
- 2.1.2 granted with full title guarantee;
- 2.1.3 granted in respect of all the right, title and interest (if any), present and future, of the Chargor in and to the Secured Assets; and
- 2.1.4 granted in favour of the Security Trustee as security trustee for the Creditors.

2.2 First legal mortgages

The Chargor charged by way of first legal mortgage:

- 2.2.1 the Properties;

Please see continuation sheet.

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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:

- 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

Nil

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

Signature

X Nabano Ltd X

This form must be signed by a person with an interest in the registration of the charge.

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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 AA/AZS/N0870/00011/58833242

Company name NABARRO LLP

Address Lacon House

84 Theobald's Road

Post town Holborn

County/Region London

Postcode W C 1 X 8 R W

Country England

DX DX77 Chancery Lane London

Telephone 02075246000



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,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS.
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

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars

2.2.2 all other interests and estates in freehold, leasehold or commonhold property,
and, in each case, all Fixtures on such property for the time being.

2.3 Assignments

The Chargor assigned, by way of security, all its rights, title and interest in (and claims under):

2.3.1 the Relevant Agreements to which it is a party; and

2.3.2 the Relevant Policies to which it is a party.

The Chargor shall remain liable to perform all its obligations under each Relevant Agreement and each Relevant Policy to which it is a party.

2.4 First fixed charges

The Chargor charged by first fixed charge:

2.4.1 (to the extent that they are not subject to a legal mortgage under **clause** 3.2 of the Debenture) all other interests and estates in any freehold, leasehold or commonhold property;

2.4.2 the proceeds of sale of its Secured Property and all licences to enter on or use any Secured Property;

2.4.3 (to the extent that they are not subject to an assignment under **clause** 3.3 of the Debenture) the benefit of all other agreements, instruments and rights relating to its Secured Property;

2.4.4 all plant, machinery, vehicles, computers, office and other equipment, all furniture, furnishings, equipment and tools and any removals or replacement of them, present and future and the benefit of all contracts, licences, warranties, maintenance contracts relating to them and any renewals and replacements of them;

2.4.5 the Investments together with all Related Rights;

2.4.6 all book and other debts due to the Chargor and their proceeds (both collected and uncollected) (together "**Debts**") and all rights, guarantees, security or other collateral in respect of the Debts (or any of them) and the benefit of any judgment or order to pay a sum of money and all rights to enforce the Debts (or any of them);

2.4.7 all its right, title and interest in any bank accounts and all moneys from time to time standing to the credit of any bank account;

2.4.8 all its Intellectual Property;

2.4.9 all its goodwill and uncalled capital;

Please see attached continuation sheet.

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- 2.4.10 the benefit of all Authorisations held or utilised by it in connection with its business or the use of any of its assets and the right to recover and receive compensation payable in respect of any of them; and
- 2.4.11 to the extent that any legal mortgage in **clause** 3.2 of the Debenture or any assignment in **clause** 3.3 of the Debenture is ineffective as a legal mortgage or assignment (as applicable), the assets referred to in that clause.
- 2.5 FLOATING CHARGE**
- 2.5 The Chargor charged by way of first floating charge all its assets and undertaking wherever located both present and future other than any assets effectively charged by way of legal mortgage or fixed charge or assigned under **clauses** 3.2, 3.3 or 3.4 of the Debenture.
- 3. CONTINUING SECURITY**
- 3.1 The Security constituted by the Debenture shall be continuing security and shall remain in full force and effect for the duration of the Security Period regardless of any intermediate payment or discharge by the Chargor or any other person of the whole or any part of the Secured Obligations.
- 4. NEGATIVE PLEDGE**
- 4.1 The Chargor shall not (except with the prior written consent of the Security Trustee) create or permit to subsist any Security over any of its assets.
- 4.2. The Chargor shall not (except with the prior written consent of the Security Trustee):
- 4.2.1 sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired by the Chargor;
- 4.2.2 sell, transfer or otherwise dispose of any of its receivables on recourse terms;
- 4.2.3 enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts; or
- 4.2.4 enter into any other preferential arrangement having a similar effect,
- in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset.
- 4.3 The negative pledge in clauses 4.1 and 4.2 does not apply to any Security, or (as the case may be) Quasi-Security, which is Permitted Security.
- 4.4 The Chargor will, as agent for the Security Trustee, collect all Debts, Investments and their respective Related Rights and all other rights and claims charged to the Security Trustee under the Debenture and pay the proceeds to the Security Trustee. The Chargor shall, pending such payment, hold all money so received upon trust for the Security Trustee.

Please see attached continuation sheet.

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5. FURTHER ASSURANCE

5.1 The Chargor shall promptly do all such acts and execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Trustee may specify based on legal advice obtained by it (and in such form as the Security Trustee may reasonably require) in favour of the Security Trustee or its nominee(s):

5.1.1 to create, perfect, protect and maintain the Security created or intended to be created under or evidenced by the Debenture or for the exercise of any rights, powers and remedies of the Security Trustee or the Creditors provided by or pursuant to the Debenture or by law;

5.1.2 to confer on the Security Trustee or confer on the Creditors Security over any property and assets of the Chargor located in any jurisdiction, and any property and assets of the Chargor acquired after the date of the Debenture, equivalent or similar to the Security intended to be conferred by or pursuant to the Debenture; and/or

5.1.3 (if the Security created by or under the Debenture is enforceable) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security created by or under the Debenture.

5.2 The Chargor shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Trustee or the Creditors by or pursuant to the Debenture.

5.3 Any document required to be executed by the Chargor under clause 6 of the Debenture will be prepared at the cost of the Chargor.

6. NOTICES OF ASSIGNMENTS AND CHARGES

6.1 Relevant Agreements

6.1.1 The Chargor shall give notices and use reasonable endeavours to procure acknowledgements to those notices in respect of the Relevant Agreements, Relevant Policies and bank accounts in accordance with the terms of clause 8 of the Debenture.

6 Short particulars of all the property mortgaged or charged

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7. INVESTMENTS

7.1 Delivery of documents

On the later of:

7.1.1 the date of the Debenture; and

7.1.2 the date of acquisition of those Investments or Related Rights, the Chargor shall:

- (a) deliver to the Security Trustee all certificates of title and other documents of title or evidence of ownership in respect of its Investments and the Related Rights; and
- (b) deliver to the Security Trustee such transfer documents pre-stamped as appropriate, (with the transferee left blank) or any other documents as the Security Trustee may require or otherwise request in respect of those Investments and Related Rights.

7.2 Dividends

Until such time as the Security created by or under the Debenture becomes enforceable, the Chargor shall be entitled to receive and retain all dividends, distributions and other moneys receivable in respect of its Investments and Related Rights.

7.3 Voting rights

The Chargor shall not exercise its voting and other rights in respect of its Investments and Related Rights in a manner which is likely to, in the opinion of the Security Trustee, acting in good faith, prejudice the value of the Investments or otherwise jeopardise the Security created by the Debenture.

7.4 Payments

The Chargor shall make all payments which may become due and payable in respect of any of its Investments and Related Rights. If it fails to make any such payments, the Security Trustee may but shall not be obliged to make such payment on behalf of the Chargor. Any sums so paid by the Security Trustee shall be repayable by the Chargor to the Security Trustee on written demand and pending such repayment shall constitute part of the Secured Obligations.

7.5 Obligations

The Chargor shall remain liable to observe and perform all of the conditions and obligations assumed by it in respect of its Investments and Related Rights and the Security Trustee shall not be required to perform or fulfil any obligation of the Chargor in respect of any Investments or Related Rights.

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7.6 Compliance with notices

The Chargor shall comply with any notice served on it under CA 1985, CA 2006 or pursuant to the articles of association or any other constitutional document of any relevant entity in respect of or in connection with the Investments or Related Rights and will promptly provide to the Security Trustee a copy of that notice.

7.7 Conversion

Immediately on conversion of any of its Investments or Related Rights from a certificated to an uncertificated form, and on the acquisition of any Investments or Related Rights in an uncertificated form, the Chargor shall give such instructions or directions and take such other steps and enter into such documentation as the Security Trustee may reasonably require in order to protect or preserve the Security intended to be created by the Debenture.

8. DEFINITIONS

Capitalised terms used in this form MG01 and not otherwise defined shall have the meaning set forth in the Debenture.

"Accounts Agreement"

has the meaning set forth in the Facility Agreement;

"Borrower"

means WLHC ProjectCo Limited (registration number 07052846) whose registered office is Cowley Business Park, High Street, Cowley, Uxbridge, Middlesex, UB8 2AL;

"Creditors"

means the Finance Parties and the Subordinated Creditors;

"Debts"

has the meaning given to it in clause 2.4.6;

"Documents"

means the Finance Documents and the Equity Documents;

"Facility Agreement"

means the facility agreement dated on or about the date of the Debenture between (1) the Borrower, (2) the Chargor, (3) Nationwide Building Society ("NBS") as arranger, (4) NBS as account bank, (5) NBS as agent, (6) the Security Trustee, (7) the financial institutions listed in Schedule 1 therein as original lenders;

Please see continuation sheet

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"Fixtures"

means, in respect of any Secured Property, all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery now or at any time after the date of the Debenture on that Secured Property;

"Floating Charge Assets"

means all the assets and undertaking from time to time subject to the floating charge created under clause 3.5 of the Debenture;

"Guarantor"

means the Chargor insofar only as it covenants under clause 2 of the Debenture to pay or discharge money due, owing or incurred by the Borrower;

"Intellectual Property"

means:

- (a) any patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, know how and other intellectual property rights and interests, whether registered or unregistered; and
- (b) the benefit of all applications and rights to use such assets;

"Investments" means any shares (including the Shares), stocks, debenture security, securities, bonds and investments of any type whatever, including but not limited to, negotiable instruments, certificates of deposit, eligible debt securities, interests in collective investment schemes, or other investments referred to in section 22 of, and as defined in Part II of Schedule 2 to, the Financial Services and Markets Act 2000 and Part III of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001, whether certificated or uncertificated, physical or dematerialised, registered or unregistered, held by the Chargor or by a trustee or clearance system or nominee.

Please see continuation sheet.

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"Party"

means a party to the Debenture;

"Permitted Security"

has the meaning set forth in the Facility Agreement;

"Properties"

mean the properties listed in **Schedule 1** of the Debenture;

"Quasi-Security"

has the meaning set forth in the Facility Agreement;

"Receiver"

means any receiver, receiver and manager or administrative receiver appointed by the Security Trustee in respect of the Chargor or any of the Secured Assets;

"Related Rights"

means, in respect of any Investment:

- (a) all moneys paid or payable in respect of that Investment (whether as income, capital or otherwise);
- (b) all shares, investments or other assets derived from that Investment; and
- (c) all rights derived from or incidental to that Investment;

"Relevant Agreement"

means:

- (a) each Project Document;
- (b) each Equity Document;
- (c) the Accounts Agreement;

each other agreement designated as a Relevant Agreement by the Security Trustee and the Chargor in writing;

Please see continuation sheet.

6 Short particulars of all the property mortgaged or charged

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"Relevant Policies"

means, in respect of the Chargor, all policies of insurance present and future in which it has an interest together with all moneys payable in respect of those policies;

"Secured Assets"

means, in respect of the Chargor, all of its assets and undertaking the subject of any Security created by, under or supplemental to, this deed in favour of the Security Trustee;

"Secured Obligations"

means all moneys, obligations and liabilities now or after the date of the Debenture due owing or incurred by the Chargor to the Creditors (or any of them) under the Documents in any manner and in any currency or currencies and whether present or future, actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, together with all interest accruing on such moneys and liabilities;

"Secured Property"

means, at any time, the Properties and all other freehold, leasehold or commonhold property which is subject to any Security created by, under or supplemental to, the Debenture;

"Security"

means a mortgage, charge, pledge, lien, assignment hypothecation or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect;

"Security Period"

means the period beginning on the date of the Debenture and ending on the date on which the Security Trustee is satisfied that the Secured Obligations have been irrevocably and unconditionally satisfied in full and all facilities made available by the Creditors (or any of them) under the Documents (or any of them) have been cancelled;

"Shares"

means the 10,000 ordinary shares of one pound (£1) each of the Borrower.



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 7052815
CHARGE NO. 1

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 29 JANUARY
2010 AND CREATED BY WLHC HOLDCO LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO NATIONWIDE BUILDING SOCIETY ON ANY
ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO
CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE 3
FEBRUARY 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 4 FEBRUARY
2010

DX



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES