

MG01

Particulars of a mortgage or charge



163404/52
IRIS
LASERFORM

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 re-
gister particulars of a charge for a S
company. To do this, please use
form MG01s

WEDNESDAY



LD2 *L1RSC1D* 03/10/2012 #79
COMPANIES HOUSE

1

Company details

Company number

0 4 1 3 1 2 4 1

Company name in full

CG Shield House (UK) No. 2 Limited
(the "Pledgor")

4 For official use

→ **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

d1 d4 m0 m9 y2 y0 y1 y2

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

A pledge over Luxembourg bank accounts dated 14 September 2012 (the
"Account Pledge") between the Pledgor and Capita Trust Company Limited as
common security trustee for each of the Finance Parties (the "Common
Security Trustee")

4

Amount secured

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

Amount secured

Please see continuation sheet for amount secured.

Continuation page

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

MG01

Particulars of a mortgage or charge

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 Capita Trust Company Limited

Address 4th Floor, 40 Dukes Place

London

Postcode E C 3 A 7 N H

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

The Pledgor has pledged the Pledged Account Claims in favour of the Common Security Trustee (as trustee for the Finance Parties), who has accepted, as first-priority pledge (*gage de premier rang*) for the due and full payment and discharge of all the Secured Obligations.

The Account Pledge contains a negative pledge and covenants for further assurance

Please see continuation sheet for Definitions

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 | <p>AMOUNT SECURED</p> <p>Each of :</p> <p>(a) all present and future obligations and liabilities (whether actual or contingent, whether owed jointly, severally or in any other capacity whatsoever and whether originally incurred by the Senior Borrower or by some other person) of the Senior Borrower to the Senior Finance Parties (or any of them) under each of the Senior Finance Documents (the "Senior Secured Obligations"); and</p> <p>(b) all present and future obligations and liabilities (whether actual or contingent, whether owed jointly, severally or in any other capacity whatsoever and whether originally incurred by the Mezzanine Borrower or by some other person) of the Mezzanine Obligors to the Mezzanine Finance Parties (or any of them) under each of the Mezzanine Finance Documents which, for the avoidance of doubt but without any double-counting, shall include an amount equal to the aggregate of any Cure Payment to the extent not discharged as part of the Mezzanine Loan from time to time (the "Mezzanine Secured Obligations"),</p> <p>together the "Secured Obligations".</p> <p>Definitions</p> <p>"Accession Agreement" means a deed of accession to the Intercreditor Agreement, substantially in the form set out in the Intercreditor Agreement</p> <p>"Account" means the bank account with the number IBAN LU50 0141 4444 1490 3030 opened in the name of the Pledgor with the Account Bank (including any sub-account, renewal, redesignation or replacement thereof).</p> <p>"Account Bank" means ING Luxembourg S.A., a credit institution incorporated under the laws of Luxembourg, with registered office at 52, route d'Esch, L-1470 Luxembourg and registered with the Luxembourg register of commerce and companies under number B6041</p> <p>"Additional Common Obligor" means any person which becomes an Additional Common Obligor pursuant to the terms of the Intercreditor Agreement</p> <p>"Additional Guarantor" means a company which becomes an Additional Guarantor in accordance with the terms of the Senior Facility Agreement.</p> <p>"Additional Mezzanine Obligor" means an entity which becomes an Additional Mezzanine Obligor pursuant to the terms of the Mezzanine Facility Agreement</p> <p>"Additional Senior Borrower" means a person which becomes an Additional Senior Borrower under the Senior Facility Agreement in accordance with the terms of the Senior Facility Agreement and the Intercreditor Agreement.</p> <p>"CG Cutlers Gardens Limited Partnership" means CG Cutlers Gardens L.P. registered as a limited partnership under the Limited Partnerships Act 1907 with registered number LP7458.</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

"CG Shield House Limited Partnership" means CG Shield House L P. registered as a limited partnership under the Limited Partnerships Act 1907 with registered number LP7459.

"Charged Assets" means each of the assets and undertaking of the Pledgor which from time to time are the subject of any Security created or expressed to be created by it in favour of the Common Security Trustee by or pursuant to the Account Pledge.

"Common Obligors" means each of the Parent, Holdco, the Senior Borrowers and any Additional Common Obligor.

"Counterparty" means each of:

(a) Goldman Sachs Bank USA as original counterparty under the Senior Facility Agreement, and

(b) any bank or financial institution (other than Goldman Sachs Bank USA) appointed as a Counterparty pursuant to the terms of the Senior Facility Agreement.

"Covenant Breach Cure Payment" means a payment of any amount by the Mezzanine Lenders to the Senior Facility Agent for the purposes of curing a breach of the loan to value covenant in the Senior Facility Agreement and which shall take effect by way of a Mezzanine Loan to the Mezzanine Borrower

"Cure Loan" means any Mezzanine Loan made to the Mezzanine Borrower pursuant to the terms of the Mezzanine Facility Agreement for the purposes of funding any Payment Default Cure Payment or any Covenant Breach Cure Payment

"Cure Payment" means any Payment Default Cure Payment and any Covenant Breach Cure Payment.

"Debt Purchase Protection Letter" means the letter dated on or about 4 May 2012 relating to the purchase of debt owed under the Senior Facility Agreement by certain Investors or Investor Affiliates (each as defined in the Mezzanine Facility Agreement).

"Delegate" means any Receiver, delegate, agent, attorney, co-trustee or administrator appointed by the Common Security Trustee or the Mezzanine Security Agent (as applicable).

"Finance Document" means each Senior Finance Document and each Mezzanine Finance Document

"Finance Party" means each of the Senior Finance Parties and each of the Mezzanine Finance Parties.

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

"Fund Guarantee" means the guarantee entered into for a total amount of £25,000,000 to cover any capital expenditure on the Properties and any interest shortfall arising in relation to the Senior Facility Agreement (up to an amount of £5,000,000 in aggregate in respect of any such interest shortfall) between the Fund Guarantors as guarantors and the Limited Partnerships and the Senior Finance Parties as beneficiaries

"Fund Guarantors" means each person specified from time to time as a party to the Fund Guarantee in the capacity of a "Fund Guarantor"

"Guarantor" means each Original Guarantor and each Additional Guarantor

"Hedge Document" means each of the present or future documents entered into by the Pledgor and a Counterparty as the case may be evidencing or relating to any interest or currency swap, cap, floor, collar or option transaction or any other treasury transaction or any combination of the same or any other transaction, in each case, entered into in connection with protection against or benefit from fluctuation in interest rates in respect of any Senior Loan

"Hedging Strategy Letter" means any hedging strategy letter between a Senior Obligor and the Mandated Lead Arranger

"Holdco" means Rhino Holdco S.à r.l , a private limited liability company (société à responsabilité limitée) incorporated under the laws of Luxembourg law with its registered office at 19, rue de Bitbourg, L-1273 Luxembourg being registered with the Register of Commerce and Companies in Luxembourg under number B168290 and with a share capital of £15,000

"Intercreditor Agreement" means the intercreditor agreement dated 13 July 2012 between, amongst others, the Senior Facility Agent, the Mezzanine Facility Agent, the Original Senior Borrowers, the Mezzanine Borrower, the Original Senior Lenders and the Original Mezzanine Lenders.

"Limited Partnership" means each of:

- (a) CG Cutlers Gardens Limited Partnership, and
- (b) CG Shield House Limited Partnership.

"Mandated Lead Arranger" means Goldman Sachs International as mandated lead arranger under the Senior Facility Agreement and its successors and assigns.

"Margin Letter" means the letter dated 4 May 2012 between, amongst others, the Mandated Lead Arranger and the Parent setting out how the margin (percentage per annum) on each Senior Loan will be determined.

"Mezzanine Accession Letter" means a document substantially in the form set out in the Mezzanine Facility Agreement relating to the accession of an Additional Mezzanine Obligor to the Mezzanine Facility Agreement.

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

"Mezzanine Borrower" means Rhino Mezzco S à r l. as borrower under the Mezzanine Facility Agreement.

"Mezzanine Duty of Care Agreement" means each agreement executed by a managing agent or the Property Advisor in favour of the Mezzanine Security Agent and/or the Mezzanine Facility Agent in relation to the management of all or any part of each Property.

"Mezzanine Facility" means the term loan facility made available under the Mezzanine Facility Agreement.

"Mezzanine Facility Agent" means CBRE Loan Servicing Limited as facility agent for the Mezzanine Lenders under the Mezzanine Facility Agreement and its successors and assigns.

"Mezzanine Facility Agreement" means the up to £40,000,000 mezzanine facility agreement dated 4 May 2012 between, amongst others, the Mezzanine Borrower, the Mezzanine Facility Agent, the Mezzanine Security Agent and the Original Mezzanine Lenders.

"Mezzanine Fee Letter" means any letter or letters between the Mezzanine Facility Agent, the Mezzanine Security Agent and the Mezzanine Borrower setting out any of the fees referred to in the terms of the Mezzanine Facility Agreement

"Mezzanine Finance Documents" means:

- (a) the Mezzanine Facility Agreement;
- (b) each Mezzanine Fee Letter;
- (c) each Mezzanine Duty of Care Agreement;
- (d) each Mezzanine Transfer Certificate,
- (e) each Mezzanine Utilisation Request,
- (f) the Intercreditor Agreement,
- (g) each Mezzanine Accession Letter;
- (h) each Senior Transaction Security Document;
- (i) each Mezzanine Security Document,
- (j) each Accession Agreement,
- (k) the Debt Purchase Protection Letter;
- (l) any other document designated as a "Finance Document" by the

MG01 - continuation page
Particulars of a mortgage or charge

| 6 | Short particulars of all the property mortgaged or charged | |
|-------------------|---|--|
| Short particulars | <p data-bbox="320 367 1043 398">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="320 465 1142 492">Mezzanine Facility Agent and the Mezzanine Borrower</p> <p data-bbox="320 526 959 553">"Mezzanine Finance Party" means each of:</p> <p data-bbox="320 589 1513 647">(a) the Mezzanine Facility Agent, any Mezzanine Lender, the Common Security Trustee and the Mezzanine Security Agent, and</p> <p data-bbox="320 680 1513 739">(b) any Receiver appointed by or Delegate of the Mezzanine Security Agent,</p> <p data-bbox="320 772 1513 920">but, in each case, only if it is a party to the Intercreditor Agreement or has acceded to the Intercreditor Agreement, in the appropriate capacity, pursuant to the terms of the Intercreditor Agreement and shall not include any person which has ceased to be a party in such capacity in accordance with the terms of the the Intercreditor Agreement</p> <p data-bbox="320 954 703 981">"Mezzanine Lender" means</p> <p data-bbox="320 1014 948 1041">(a) the Original Mezzanine Lenders, and</p> <p data-bbox="320 1075 1513 1162">(b) any person, bank, financial institution, trust, fund or other entity which has become a party participating in the Mezzanine Facility in accordance with the terms of the Mezzanine Facility Agreement</p> <p data-bbox="320 1196 1513 1406">"Mezzanine Loan" means any loan made under the Mezzanine Facility (including any Cure Loan) or the principal amount outstanding for the time being of that loan and, for the avoidance of doubt, shall include an amount equal to the aggregate of any Covenant Breach Cure Payment and Payment Default Cure Payment (and interest capitalised thereon in accordance with the Mezzanine Facility Agreement) to the extent not discharged as part of the Mezzanine Loan from time to time.</p> <p data-bbox="320 1440 1513 1554">"Mezzanine Obligors" means the Mezzanine Borrower and each grantor of Jersey law governed Security to the Common Security Trustee as security for all obligations of the Mezzanine Borrower pursuant to the Mezzanine Finance Documents</p> <p data-bbox="320 1588 1513 1675">"Mezzanine Security Agent" means CBRE Loan Servicing Limited as mezzanine security agent for the Mezzanine Finance Parties under the Mezzanine Facility Agreement and its successors and assigns.</p> <p data-bbox="320 1709 1011 1736">"Mezzanine Security Document" means each of</p> <p data-bbox="320 1769 1513 1827">(a) the documents set out in Schedule 6 (<i>Mezzanine Security Documents</i>) of the Mezzanine Facility Agreement;</p> <p data-bbox="320 1861 1513 1975">(b) any other document entered into at any time by any Mezzanine Obligor creating any guarantee, indemnity, Security or other assurance against financial loss in favour of any of the Mezzanine Finance Parties as Security for any of the Mezzanine Secured Obligations, and</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

(c) any Security granted under any covenant for further assurance in any of those documents.

"Mezzanine Transfer Certificate" means a certificate substantially in the form set out in the Mezzanine Facility Agreement or any other form agreed between the Mezzanine Facility Agent and the Mezzanine Borrower.

"Mezzanine Utilisation Request" means a notice substantially in the form set out in the Mezzanine Facility Agreement relating to the drawdown of the Mezzanine Facility.

"Original Guarantor" means each of the Original Senior Borrowers, the Parent and Holdco.

"Original Mezzanine Lender" means each of RP Devonshire Funding L.L.C. and Tamweelview European Holdings S.A. as original lenders under the Mezzanine Facility Agreement.

"Original Senior Borrower" means each of Rhino 1 S.à.r.l. and Rhino 2 S.à.r.l. as original borrowers under the Senior Facility Agreement.

"Original Senior Lender" means each of Goldman Sachs Lending Partners LLC and Goldman Sachs Bank USA as original lenders under the Senior Facility Agreement.

"Parent" means Rhino Pledgeco S.à.r.l., a company incorporated under the laws of Luxembourg with registration number B168234

"Payment Default Cure Payment" means a payment by the Mezzanine Lenders to the Senior Facility Agent in an amount equal to such amount as remains, as at the relevant time, due and payable to the Senior Finance Parties by the Common Obligors and which shall take effect by way of a Mezzanine Loan to the Mezzanine Borrower

"Pledged Account Claims" means any claim to the credit balance of the Account as well as any other claim the Pledgor may have against the Account Bank in relation to the Account regardless of the nature thereof, including, for the avoidance of doubt, any pecuniary claim for the payment of the relevant credit balance as well as any other pecuniary claim, regardless of the nature thereof in relation to the Account, including, for the avoidance of doubt any pecuniary claim for the payment of the interests paid into the Account.

"Prohibited Lender Letter" means the letter dated 4 May 2012 between the Original Senior Borrowers and the Mandated Lead Arranger specifying prohibited lenders in relation to the Senior Facility agreement.

"Property" means each of:

(a) the properties described in Schedule 2 to the Senior Facility Agreement comprising the land and premises known as Cutlers Gardens

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

Devonshire Square, East India House 109 and 111 Middlesex Street, and Shield House 16 New Street, London as the same are registered at the Land Registry under title numbers NGL258077, NGL607102 and NGL796124; and

(b) any other present or future freehold and/or leasehold property and any other interest in land or buildings and all rights relating thereto, in each case howsoever described in which a Senior Obligor has an interest from time to time,

but any such property shall cease to be included in this definition following a disposal of that property or of the owners of that property in each case only as permitted under the terms of the Senior Facility Agreement.

"Property Adviser" means Blackstone Property Management Limited (registered in England with registration number 04451495)

"Receiver" means a receiver or receiver and manager of the whole or any part of the Charged Assets.

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any easement or other agreement or arrangement having a similar effect.

"Senior Accession Letter" means any document substantially in the form set out in the Senior Facility Agreement relating to the accession of an Additional Senior Borrower or an Additional Guarantor to the Senior Facility Agreement

"Senior Borrower" means each Original Senior Borrower and any Additional Senior Borrower.

"Senior Duty of Care Agreement" means each agreement executed by a managing agent or the Property Advisor in favour of the Common Security Trustee and/or the Senior Facility Agent in relation to the management of all or any part of each Property.

"Senior Facility" means the term loan facility made available under the Senior Facility Agreement.

"Senior Facility Agent" means Goldman Sachs Lending Partners L.L.C. as facility agent for the Senior Lenders under the Senior Facility Agreement and its successors and assigns.

"Senior Facility Agreement" means the up to £220,000,000 senior facility agreement dated 4 May 2012 and made between, amongst others, the Original Senior Borrowers, the Senior Facility Agent, the Common Security Trustee and the Original Senior Lenders.

"Senior Fee Letter" means any letter or letters between, amongst others, the Mandated Lead Arranger, the Senior Facility Agent, the Common Security

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

Trustee, the Parent and the Senior Borrowers setting out any of the fees referred to in the terms of the Senior Facility Agreement.

"Senior Finance Document" means:

- (a) the Senior Facility Agreement;
- (b) each Senior Fee Letter;
- (c) the Margin Letter;
- (d) each Senior Duty of Care Agreement;
- (e) each Hedge Document,
- (f) each Senior Transfer Certificate;
- (g) each Senior Utilisation Request;
- (h) each Senior Accession Letter,
- (i) the Intercreditor Agreement;
- (j) each Accession Agreement,
- (k) each Senior Transaction Security Document,
- (l) the Fund Guarantee;
- (m) the Syndication Assistance Letter;
- (n) the Syndication Side Letter,
- (o) the Prohibited Lender Letter,
- (p) the Hedging Strategy Letter; and
- (q) any other document designated as a "Finance Document" by the Senior Facility Agent and Holdco.

"Senior Finance Party" means each of:

- (a) the Senior Facility Agent, any Senior Lender, the Mandated Lead Arranger, any Counterparty and the Common Security Trustee, and
- (b) any Receiver appointed by or Delegate of the Common Security Trustee,

but, in each case, only if it is a party to the Intercreditor Agreement or has acceded to the Intercreditor Agreement, in the appropriate capacity, pursuant to the terms of the Intercreditor Agreement and shall not

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

include any person which has ceased to be a party in such capacity in accordance with the terms of the Intercreditor Agreement

"Senior Lender" means

(a) any Original Senior Lender; and

(b) any person, bank, financial institution, trust, fund or other entity which has become a party participating in the Senior Facility in accordance with the terms of the Senior Facility Agreement,

which in each case has not ceased to be a Senior Lender in accordance with the terms of the Senior Facility Agreement.

"Senior Loan" means a loan made under the Senior Facility or the principal amount outstanding for the time being of that loan.

"Senior Obligor" means each of the Senior Borrowers and the Guarantors

"Senior Transaction Security Document" means each of:

(a) the documents set out in Schedule 7 to the Senior Facility Agreement,

(b) any other document entered into at any time by any Senior Obligor creating any guarantee, indemnity, Security or other assurance against financial loss in favour of any of the Senior Finance Parties as Security for any of the Senior Secured Obligations, other than the Fund Guarantee, and

(c) any Security granted under any covenant for further assurance in any of those documents.

"Senior Transfer Certificate" means a certificate substantially in the form set out in the Senior Facility Agreement or any other form agreed between the Senior Facility Agent and Holdco

"Senior Utilisation Request" means a notice substantially in the form set out in the Senior Facility Agreement relating to the drawdown of the Senior Facility.

"Syndication Assistance Letter" means the syndication assistance letter dated 4 May 2012 between, amongst others, the Mandated Lead Arranger, the Original Senior Borrowers and the Original Guarantors

"Syndication Side Letter" means the syndication side letter dated 4 May 2012 between, amongst others, the Mandated Lead Arranger, the Original Senior Borrowers and the Original Guarantors.

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

MG01

Particulars of a mortgage or charge

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

- 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

None

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 870)

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 866) 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 Clifford Chance LLP

X

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

MG01

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 Owen Bale (70-40521942)

Company name Clifford Chance LLP

Address 10 Upper Bank Street

Post town London

County/Region

Postcode E 1 4 5 J J

Country United Kingdom

DX 149120 Canary Wharf 3

Telephone 020 7006 7979



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. 4131241
CHARGE NO. 4**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A PLEDGE OVER LUXEMBOURG
BANK ACCOUNTS DATED 14 SEPTEMBER 2012 AND CREATED
BY CG SHIELD HOUSE (UK) NO.2 LIMITED FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM THE SENIOR
BORROWER TO THE SENIOR FINANCE PARTIES (OR ANY OF
THEM) ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS
OF THE AFOREMENTIONED INSTRUMENT CREATING OR
EVIDENCING THE CHARGE AND ALL MONIES DUE OR TO
BECOME DUE FROM THE MEZZANINE OBLIGORS TO THE
MEZZANINE FINANCE PARTIES (OR ANY OF THEM) ON ANY
ACCOUNT WHATSOEVER UNDER THE TERMS OF THE
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1
PART 25 OF THE COMPANIES ACT 2006 ON THE 3 OCTOBER
2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 8 OCTOBER 2012

DZ

