

MR01

Particulars of a charge

237695/23

laserform



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A fee is be payable with this form
Please see 'How to pay' on the last page

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☒ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument Use form MR08

For further information, please
refer to our guidance at
www.gov.uk/companieshouse

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery

You **must** enclose a certified copy of the instrument with this form. The copy must be scanned and placed on the public record. **Do not send the original.**



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26/08/2016

#70

COMPANIES HOUSE

FRIDAY

1 Company details

Company number 0 5 8 9 7 8 1 0

Company name in full GREAT WESTERN (GENERAL PARTNER 2006) LIMITED

21 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 Charge creation date

Charge creation date d1 d7 m0 m8 y2 y0 y1 y6

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name DEUTSCHE PFANDBRIEFBANK AG
(as "Pledgee")

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

MR01

Particulars of a charge

4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

N/A

Please submit only a short description if there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ Yes Continue

☒ No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☐ Yes

☒ No

8

Trustee statement ¹

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

¹ This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X Allen Koverly LLP X

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

MR01

Particulars of a 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. The contact information you give will be visible to searchers of the public record

Contact name Ryan Magee

Company name Allen & Overy LLP

Address One Bishops Square

Post town London

County/Region

Postcode E 1 6 A D

Country UK

DX 73 LONDON/CITY

Telephone 020 3088 0000

**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 a certified copy of the instrument with this form
- ☒ You have entered the date on which the charge was created
- ☒ You have shown the names of persons entitled to the charge
- ☒ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☒ You have given a description in Section 4, if appropriate
- ☒ You have signed the form
- ☒ You have enclosed the correct fee
- ☒ Please do not send the original instrument, it must be a certified copy

**Important information**

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

**How to pay**

A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper

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.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

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



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number. 5897810

Charge code. 0589 7810 0021

The Registrar of Companies for England and Wales hereby certifies that a charge dated 17th August 2016 and created by GREAT WESTERN (GENERAL PARTNER 2006) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 26th August 2016

Handwritten signature

Given at Companies House, Cardiff on 2nd September 2016



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

EXECUTION VERSION

CONFIRMATION AGREEMENT

17 AUGUST 2016

BETWEEN

SABATELLI 2 S.À R.L.
and certain of its subsidiaries

and

DEUTSCHE PFANDBRIEFBANK AG
as Pledgee

ALLEN & OVERY LLP
ONE BISHOPS SQUARE
LONDON E1 6AD
www.allenoverly.com

EXCEPT FOR MATERIAL REDACTED
PURSUANT TO s859G OF THE COMPANIES
ACT 2005 I CERTIFY THAT THIS IS A CORRECT
COPY OF THE ORIGINAL DOCUMENT

Allen & Overly LLP

25 August 2016

ALLEN & OVERY

Luxembourg

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CONTENTS

Clause		Page
1	Interpretation	2
2	Confirmation of the Pledges	3
3	Undertaking to grant Pledges	4
4	Waivers and remedies cumulative	4
5	Severability	4
6	Governing law and jurisdiction	4
7	Counterparts	4
	Signatories	6

THIS CONFIRMATION AGREEMENT is dated 17 August 2016 AND MADE

BETWEEN

- (1) **SABATELLI 2 S.À R.L.**, a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg with its registered office at 61, rue de Rollingergrund, L-2440 Luxembourg, with a share capital of GBP 13,000 and registered with the Luxembourg trade and companies register under number B 177 304 as pledgor under the Share Pledge Agreement (as defined below), as pledgor under the Account Pledge Agreement (as defined below) and as pledgor and original debtor under the Receivables Pledge Agreement (as defined below) (**Company 1**),
- (2) **SABATELLI 3 S.À R.L.**, a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg with its registered office at 61, rue de Rollingergrund, L-2440 Luxembourg, with a share capital of GBP 13,000 and registered with the Luxembourg trade and companies register under number B 177 319 as pledgor and company under the Share Pledge Agreement (as defined below), as pledgor under the Account Pledge Agreement (as defined below), as pledgor under the Acquisition Documents Receivables Pledge Agreement (as defined below) and as pledgor and original debtor under the Receivables Pledge Agreement (as defined below) (**Company 2**),
- (3) **SABATELLI 4 S.À R.L.**, a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg, with its registered office at 61, rue de Rollingergrund, L-2440 Luxembourg, with a share capital of GBP 13,000 registered with the Luxembourg trade and companies register under number B 177 531 as company under the Share Pledge Agreement (as defined below), as pledgor under the Account Pledge Agreement (as defined below), as pledgor under the Acquisition Documents Receivables Pledge Agreement (as defined below) and as pledgor and original debtor under the Receivables Pledge Agreement (as defined below) (**Company 3**),
- (4) **MINOTAUR S.À R.L.**, a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg, with its registered office at 61, rue de Rollingergrund, L-2440 Luxembourg, with a share capital of GBP 20,276 84 registered with the Luxembourg trade and companies register under number B 150 864 as company under the Share Pledge Agreement (as defined below), as pledgor under the Account Pledge Agreement (as defined below) and as pledgor and original debtor under the Receivables Pledge Agreement (as defined below) (**Company 4**),
- (5) **HARLOCK S.À R.L.**, a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg with its registered office at 61, rue de Rollingergrund, L-2440 Luxembourg, with a share capital of GBP 344,70 916 registered with the Luxembourg trade and companies register under number B 132 879 as company under the Share Pledge Agreement (as defined below), as pledgor under the Account Pledge Agreement (as defined below) and as pledgor and original debtor under the Receivables Pledge Agreement (as defined below) (**Company 5**),
- (6) **GREAT WESTERN (GENERAL PARTNER 2006) LIMITED**, a private company limited by shares incorporated under the laws of England and Wales, with its registered office at 7 Albemarle Street, London, W1S 4HQ, London, United Kingdom, with registered number 05897810 as pledgor and original debtor under the Receivables Pledge Agreement (as defined below) (**Company 6**),

- (7) **GREAT WESTERN (NOMINEE 2006) LIMITED**, a private company limited by shares incorporated under the laws of England and Wales, with its registered office at 7 Albemarle Street, London, W1S 4HQ, United Kingdom, with registered number 05911174 as pledgor and original debtor under the Receivables Pledge Agreement (as defined below) (**Company 7**),
 - (8) **CITCO JERSEY LIMITED**, a limited liability company incorporated under the laws of Jersey and registered with the Registrar of Companies in Jersey with the registered number 42711 and having its registered office at Le Masurier House, La Rue Le Masurier, St Helier, Jersey, JE2 4YE, Channel Islands acting in its capacity as trustee of Great Western Unit Trust as pledgor and original debtor under the Receivables Pledge Agreement (as defined below) (**Company 8**), and
- (together the **Companies** and each a **Company**)
- (9) **DEUTSCHE PFANDBRIEFBANK AG**, a company incorporated under the laws of Germany with its registered office at Freisinger Strasse 5, 85716 Unterschleissheim, Germany acting in its own name and on its own behalf as independent creditor in accordance with clause 24 (*Security*) of the Credit Agreement (the **Pledgee**)

WHEREAS

- (A) The Original Lender has agreed to make available GBP 79,555,000 in a maximum aggregate principal amount under a credit agreement dated 11 July 2013 and entered into by and between, amongst others, certain of the Companies as original borrowers and/or as original guarantors and the Pledgee as facility agent (the **Credit Agreement**) which has been amended and restated on 15 May 2015 (the **May 2015 Amended and Restated Credit Agreement**) pursuant to a supplemental agreement (the **May 2015 Supplemental Agreement**), which will be further amended and restated on or about the date hereof (the **August 2016 Amended and Restated Credit Agreement**) pursuant to a supplemental agreement (the **August 2016 Supplemental Agreement**)
- (B) On 27 January 2016, Kyarra S a r l, a private limited liability company (*societe a responsabilite limitee*) incorporated and existing under the laws of Luxembourg (the **Released Company**), Company 2 and the Pledgee entered into a Luxembourg law governed release agreement (the **Luxembourg Release Agreement**) pursuant to which the Release Company was released from its obligations as company under the Share Pledge Agreement (as defined below), as pledgor under the Account Pledge Agreement (as defined below) and as pledgor and original debtor under the Receivables Pledge Agreement (as defined below)
- (C) In connection with the August 2016 Supplemental Agreement and the August 2016 Amended and Restated Credit Agreement, each Company confirms that each Pledge granted by it remains in full force and effect and continues to secure the Secured Liabilities (as defined in the Security Documents and including, for the avoidance of doubt, those Secured Liabilities as they are amended by the Supplemental Agreement) and enters for that purpose into this confirmation agreement (the **Agreement**)

IT IS AGREED as follows

1 INTERPRETATION

1.1 Recitals

The recitals (A) to (C) above are an integral part of this Agreement

1 2 Definitions

(a) Terms defined in the Amended and Restated Credit Agreement shall, subject to Clause 1 2(b) below, have the same meaning when used in this Agreement

(b) In this Agreement, unless the contrary intention appears or the context otherwise requires

Acquisition Documents Receivables Pledge Agreement means the Luxembourg law governed receivables pledge agreement with respect to the Acquisition Documents (as defined therein) dated 12 July 2013 and entered into by Company 2 and Company 3 as pledgors and the Pledgee

Account Pledge Agreement means the Luxembourg law governed account pledge agreement dated 12 July 2013 and entered into by Company 1, Company 2, Company 3, Company 4, Company 5 and the Released Company as pledgors and the Pledgee, as supplemented by the Luxembourg Release Agreement

Pledges means the security interests (pledges - *gages*) created by the respective Companies over the Shares (as defined in the Share Pledge Agreement), the Receivables (as defined in the Receivables Pledge Agreement and the Acquisition Documents Receivables Pledge Agreement) and the Security Assets (as defined in the Account Pledge Agreement) they hold, respectively and constituted by, and in accordance with, the Security Documents, excluding any pledges over the Released Security Assets (as defined in the Luxembourg Release Agreement), and **Pledge** means any of them

Receivables Pledge Agreement means the Luxembourg law governed receivables pledge agreement dated 12 July 2013 and entered into by the Companies and the Released Company as pledgors and original debtors and the Pledgee, as supplemented by the Luxembourg Release Agreement

Security Documents means each of

- (i) the Acquisition Documents Receivables Pledge Agreement,
- (ii) the Account Pledge Agreement,
- (iii) the Receivables Pledge Agreement, and
- (iv) the Share Pledge Agreement

Share Pledge Agreement means the Luxembourg law governed share pledge agreement dated 12 July 2013 and entered into by Company 1 and Company 2 as pledgors, Company 2, Company 3, Company 4, Company 5 and the Released Company as companies and the Pledgee, as supplemented by the Luxembourg Release Agreement

1 3 Miscellaneous

The provisions of clause 1 2 (*Construction*) of the Amended and Restated Credit Agreement (except for clause 1 2 d)) apply to this Agreement as though they were set out in full in this Agreement except that references to the Amended and Restated Credit Agreement are to be construed as references to this Agreement

2. CONFIRMATION OF THE PLEDGES

- (a) Each Company recognises that the Pledgee has not granted any discharge in respect of any Pledge created under any of the Security Documents

- (b) Each Pledge remains in full force and effect and continues to secure the Secured Liabilities (as defined in the Security Documents and including, for the avoidance of doubt, those Secured Liabilities as they are amended by the Supplemental Agreement)
- (c) All the provisions of the Security Documents shall remain unchanged and in full force and effect and all relevant references to defined terms contained in the Security Documents shall be references to such terms as referred to in the Amended and Restated Credit Agreement and the other Finance Documents
- (d) The representations, warranties and undertakings set out in the Security Documents shall apply to this Agreement as though they were set out in full in this Agreement

3. UNDERTAKING TO GRANT PLEDGES

Without prejudice to clause 2 above, and only in the event and to the extent that the continued and confirmed Pledges as provided under clause 2 above are not valid and/or enforceable, each Company undertakes to grant pledges over the Shares (as defined in the Share Pledge Agreement), the Receivables (as defined in the Receivables Pledge Agreement and the Acquisition Documents Receivables Pledge Agreement) and the Security Assets (as defined in the Account Pledge Agreement) it holds, respectively, in favour of the Pledgee on terms and conditions substantially identical to the relevant Security Documents and to take any other steps necessary for perfecting such Pledges

4. WAIVERS AND REMEDIES CUMULATIVE

No waiver of any of the terms hereof shall be effective unless in writing signed by the Pledgee. No delay in or non-exercise of any right by the Pledgee shall constitute a waiver. Any waiver may be on such terms as the Pledgee in its absolute discretion sees fit. The rights, powers and discretions of the Pledgee herein are additional to and not exclusive of those provided by law, by any agreement with or other security in favour of the Pledgee including the provisions set out in the Finance Documents

5. SEVERABILITY

If, at any time, any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Agreement nor of such provisions under the law of any other jurisdiction shall in any way be affected or impaired thereby

6. GOVERNING LAW AND JURISDICTION

- (a) This Agreement is governed by, and shall be construed in accordance with, Luxembourg law
- (b) Any dispute arising in connection with this Agreement shall be submitted to the courts of the district of Luxembourg-City
- (c) Nothing in this Clause 6 limits the right of the Pledgee to bring proceedings against any Company in any other court of competent jurisdiction or concurrently in more than one jurisdiction to the extent permitted by the applicable law

7. COUNTERPARTS

This Agreement may be executed in any number of counterparts. This has the same effect as if the signatures on the counterparts were on a single copy of the Agreement

IN WITNESS THEREOF the parties hereto have executed this Agreement on the day and year first above written

SIGNATORIES

SABATELLI 2 S.À R.L.

as Company

by

Name  **Stefan Lavibert**
Manager

Title: Authorised signatory

SABATELLI 3 S.À R.L.

as Company

by

Name


Stefan Lambert

Manager

Title Authorised signatory

SABATELLI 4 S.À R.L.

as Company

by
Name  **Stefano Lambert**
Manager
Title Authorised signatory

MINOTAUR S.À R.L.

as Company

by

Name  Stefan Lambert

Title Manager
Authorised signatory

HARLOCK S.À R.L.

as Company

by  Stefan Lambert
Name Manager

Title Authorised signatory

GREAT WESTERN (GENERAL PARTNER 2006) LIMITED

as Company

by
Name

Title

Maria Renault
Director

Charles Millard-Beer
Director

GREAT WESTERN (NOMINEE 2006) LIMITED

as Company

[REDACTED] [REDACTED]

by
Name

Title **Maria Renault** Charles Millard-Beer
 Director Director

CITCO JERSEY LIMITED

as Company

by
Name

Title **Maria Renault** Charles Millard-Beer
 Director Director

DEUTSCHE PFANDBRIEFBANK AG

as Pledgee

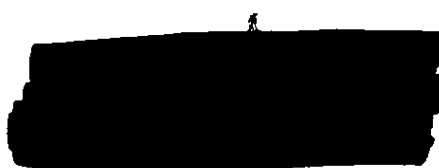
by
Name

Title



SIMON CHARLES BAVERSTOCK BROWNE

M.D.



Peter McPherson
Authorised Signatory