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MG01

Particulars of a mortgage or charge

Oyez

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 for a
company. To do this, please use
form MG01s

THURSDAY



L13REFYP

LD2

01/03/2012

#67

COMPANIES HOUSE

1 Company details

Company number

0 7 6 5 6 4 1 2

Company name in full

CP Woburn (Operating Company) Limited
(the "Company")

2 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

2 8 0 2 2 0 1 2

3 Description

Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

A Luxembourg receivables pledge agreement dated 28 February 2012 (the
"Receivables Pledge") between the Company as Pledgor and Barclays Bank
PLC (the Pledgee) as agent and trustee for the Finance Parties (as
defined in the Credit Agreement)

Terms used in this Form MG01 and not otherwise defined in this Form MG01
shall be as defined in the continuation pages to this form MG01

4 Amount secured

400,000
1/4
Amount secured

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

The Pledgee provides the Pledge in order to secure
the prompt and complete satisfaction of all 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						
Name	Barclays Bank PLC						
Address	5 The North Colonnade						
	London						
Postcode	E	1	4		4	B	B
Name							
Address							
Postcode							

Continuation page

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

6 Short particulars of all the property mortgaged or charged

	Please give the short particulars of the property mortgaged or charged						
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Continuation page

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

Short particulars	<p>PLEDGE</p> <p>Subject to Clause 11 (Release) of the Receivables Pledge, the Pledgor hereby irrevocably granted a continuing first-ranking pledge over the Pledged Claims in favour of the Pledgee (the "Pledge")</p> <p>The Pledgee accepted the Pledge.</p> <p>The Pledge is in addition, and without prejudice, to any other security the Pledgee may now or hereafter hold in respect of the Secured Obligations</p> <p>The Pledgor and the Pledgee agreed that nothing in the Receivables Pledge shall exclude a transfer of all or part of the Pledge created by operation of law upon the transfer or assignment including by way of assumption of all or part of the Secured Obligations</p> <p>UNDERTAKINGS OF THE PLEDGOR</p> <p>During the term of the Receivables Pledge, the Pledgor undertakes to the Pledgee</p> <p>(a) that it will procure that the Company keeps adequate records concerning the Pledged Claims and permit the Pledgee at any reasonable time and from time to time to examine and make copies and extracts from such records;</p>
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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

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 870)

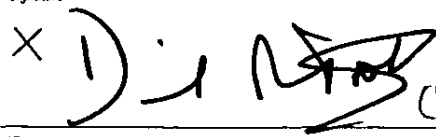
We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866) The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it Where a body corporate 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  X
(Partner Freshfields Bruckhaus Deringer LLP)

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

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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	Ben Kanter
Company name	Freshfields Bruckhaus Deringer LLP
Address	
65 Fleet Street	
London	
England	
Post town	United Kingdom
County/Region	
Postcode	E C 4 Y 1 H S
Country	
DX DX 23 London/Chancery Lane	
Telephone	020 7936 4000
 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:	
<input type="checkbox"/> The company name and number match the information held on the public Register	
<input type="checkbox"/> You have included the original deed with this form	
<input type="checkbox"/> You have entered the date the charge was created	
<input type="checkbox"/> You have supplied the description of the instrument	
<input type="checkbox"/> You have given details of the amount secured by the mortgagee or chargee	
<input type="checkbox"/> You have given details of the mortgagee(s) or person(s) entitled to the charge	
<input type="checkbox"/> You have entered the short particulars of all the property mortgaged or charged	
<input type="checkbox"/> You have signed the form	
<input type="checkbox"/> 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	

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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

(b) not to take, or participate in,
(1) any action which results or might result in the Pledgor's loss of ownership of all or part of the Pledged Claims,
(11) any other transaction which would have the same effect as a sale, transfer, encumbrance, or other disposal of the Pledged Claims,
(111) any action which would defeat, impair or circumvent the rights of the Pledgee under the Receivables Pledge,

except, in each case, with the prior written consent of the Pledgee or unless, in each case, otherwise permitted under the Credit Agreement,

(c) not to permit to subsist nor to create any other security interest or third party right in or over the Pledged Claims (other than in accordance with the Receivables Pledge or any other Finance Documents), and

(d) to inform the Pledgee of the forthcoming execution of any additional loan between the Pledgor and the Company at least seven (7) Business Days before the date of such execution.

Definitions

Administrative Party means a Mandated Lead Arranger or the Facility Agent

Credit Agreement means the credit agreement dated on or about the date of the Security Agreement between, amongst others, CP Woburn (Operating Company) Limited (as Borrower and Guarantor), CP Woburn Holdco S à r l (as Guarantor) and The Royal Bank of Scotland Plc, Lloyds TSB Bank plc, Barclays Corporate, the corporate banking division of Barclays Bank PLC and HSBC Bank plc (as Arrangers) and Barclays Bank PLC (as Facility Agent)

Business Day means a day (other than a Saturday or a Sunday) on which banks are open for general business in London and Luxembourg

Equity Commitment Account means the account designated as such under the terms of the Credit Agreement

Fee Letter means any letter entered into by reference to the Credit Agreement between one or more Administrative Parties and the Borrower setting out the amount of certain fees referred to in the Credit Agreement and delivered as a Signing Condition Precedent

Finance Document means the Credit Agreement; a Security Document, any Hedging Arrangement, the Hedging Letter, the Intercreditor and Subordination Agreement, a Request, a Fee Letter; any Intercreditor and Subordination Agreement Accession Deed; a Hedge Counterparty Accession Agreement; and any other document designated as such by the Facility Agent and the Borrower (each as defined in the Credit Agreement)

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Finance Party means a Lender, a Hedge Counterparty or an Administrative Party

Finco means CP Woburn Finco s a r l , a société à responsabilité limitée incorporated and existing under the laws of the Grand Duchy of Luxembourg with its registered office at 19 rue de Bitbourg, L-1273 Luxembourg, having a subscribed share capital of GBP 15,000 and registered with the Luxembourg trade and companies register under number B162478

First Utilisation Conditions Precedent means the documents and evidence set out in Part C of Schedule 2 (Conditions Precedent) of the Credit Agreement

Hedging Arrangement means any master agreement, confirmation, schedule or other agreement in agreed form entered into or to be entered into by the Borrower and a Hedge Counterparty for the purpose of hedging the types of liabilities and/or risks in relation to the Term Facilities which, at the time that that master agreement, confirmation, schedule or other agreement (as the case may be) is entered into, the Hedging Letter requires to be hedged

Hedge Counterparty means a bank or financial institution which becomes a Hedge Counterparty after the date of the Credit Agreement in accordance with Clause 31 11 (Additional Counterparties) of the Credit Agreement
Hedge Counterparty Accession Agreement means a letter, substantially in the form of Part C of Schedule 5 (Forms of Accession Documents) of the Credit Agreement, with such amendments as the Facility Agent may approve or reasonably require.

Hedging Letter means a letter between the Borrower, the Original Lenders and the Mandated Lead Arrangers entered into on the date of the Credit Agreement and delivered as a Signing Condition Precedent

Holdco means CP Woburn Holdco S à r.l a société à responsabilité limitée incorporated and existing under the laws of the Grand Duchy of Luxembourg with its registered office at 19 rue de Bitbourg L-1273 Luxembourg, having a subscribed share capital of GBP 15,000 and registered with the Luxembourg trade and companies register under number B162629

Holdco Luxembourg Account Pledge means a Luxembourg law pledge to be entered into prior to the First Utilisation Date between Holdco and the Facility Agent in respect of all monies standing to the credit of the Equity Commitment Account

Holdco Luxembourg Receivables Pledge means a Luxembourg law pledge dated on or about the date of the Credit Agreement between Holdco and the Facility Agent in respect of receivables owing or payable to Holdco pursuant to a Subordinated Debt Agreement and delivered as a Signing Condition Precedent

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Holdco Share Pledge means a Luxembourg law pledge dated on or about the date of the Credit Agreement granted by Finco over the shares in Holdco and delivered as a Signing Condition Precedent

Intercreditor and Subordination Agreement means the intercreditor and subordination agreement dated on or around the date of the Credit Agreement between among others the Borrower, the Lenders, and the Facility Agent and delivered as a Signing Condition Precedent

Intercreditor and Subordination Agreement Accession Deed means an accession agreement to the Intercreditor and Subordination Agreement, substantially in the form of Schedule 1 to the Intercreditor and Subordination Agreement (Form of Creditor/Agent Accession Undertaking)

Lender means an Original Lender, or any person which becomes a Party in accordance with Claus 31 2 (Assignments and transfers by Lenders) of the Credit Agreement

Loan means, unless otherwise stated in the Credit Agreement, the principal amount of each borrowing under the Credit Agreement or the principal amount outstanding of that borrowing.

Loan Agreement means the subordinated interest bearing loan agreement dated on or about the date of the Receivables Pledge between the Company (as Lender) and the Pledgor (as Borrower)

Mandated Lead Arrangers means HSBC Bank plc, Barclays Corporate, the corporate banking division of Barclays Bank PLC, Lloyds TSB Bank plc and the Royal Bank of Scotland, as arrangers.

Obligor means the Borrower or a Guarantor

Original Lenders means the financial institutions listed in Schedule 1 (Original Parties) of the Credit Agreement.

Party means a party to the Credit Agreement

Pledged Claims means all claims, regardless of the nature thereof (including interest, default interest, commissions, expenses, costs indemnities and any other amounts due thereunder), whether actual, future or contingent, whether owed jointly or severally, and whether subordinated or not, in each case, owed by the Company to the Pledgor pursuant to the Loan Agreement, as well as any and all future receivables or claims owed by the Company to the Pledgor pursuant to any future Subordinated Debt Agreements (together with, to the largest extent permitted by law, any accessory rights, claims or actions, including any security interest or rights, under whatever law, attaching to such claims or granted to the Pledgor as security for such claims)

Request means a request for a Loan, substantially in the form of Schedule 3 (Form of Request) of the Credit Agreement.

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Secured Obligations means all the liabilities and all other present and future obligations at any time due, owing or incurred by an Obligor to any Finance Party under the Finance Documents both actual and contingent and whether incurred solely or jointly and as principal or surety or in any other capacity

Security means any mortgage, pledge, lien, charge, assignment, hypothecation or security interest or any other agreement or arrangement having a similar effect.

Security Agreement means the security agreement dated on or about the date of this Deed between CP Woburn (Operating Company) Limited and CP Woburn Holdco S à r l as Chargors and Barclays Bank PLC as Facility Agent

Security Document means the Security Agreement, the Deed of Mortgage, the Holdco Share Pledge, the Holdco Luxembourg Account Pledge, the Receivables Pledges, any other document evidencing or creating security over any asset to secure any obligation of any Obligor to a Finance Party under the Finance Documents, and any other document designated as such by the Facility Agent and the Borrower

Signing Conditions Precedent means the documents and evidence set out in Part A of Schedule 2 (Conditions Precedent) of the Credit Agreement

Subordinated Debt Agreement means each agreement recording the terms of Subordinated Debt including (but not limited to) the intercompany loans set out in Schedule 11 (Subordinated Debt) of the Credit agreement

Subordinated Debt has the meaning given to it in the Intercreditor and Subordination Agreement

Term Facility means the Term Loan facility made available under the Credit Agreement

Term Loan means a Loan under the Term Facility and identified as such in its Request



**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

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

**COMPANY NO. 7656412
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LUXEMBOURG RECEIVABLES
PLEDGE AGREEMENT DATED 28 FEBRUARY 2012 AND
CREATED BY CP WOBURN (OPERATING COMPANY) LIMITED
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM
AN OBLIGOR TO ANY FINANCE PARTY 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 1 MARCH 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 6 MARCH 2012

OK



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES