



Particulars of a mortgage or charge

CHFP021

A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.

Please do not write in this margin

Pursuant to section 395 of the Companies Act 1985

Please complete legibly, preferably in black type, or bold black lettering

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number

34

02586987

Name of company

* insert full name of Company

* Chesapeake Limited (the "Chargor")

Date of creation of the charge

29 May 2009

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

84

Standard Security Over Land (the "Standard Security")

Amount secured by the mortgage or charge

10

All present and future liabilities and obligations at any time of any Debtor to any Lender under the Finance Documents, both actual and contingent and whether incurred solely or jointly or in any other capacity together with any of the following matters relating to or arising in respect of those liabilities and obligations:

- (i) any refinancing, novation, deferral or extension;
- (ii) any claim for breach of representation, warranty or undertaking or on an event of default or under any indemnity given under or in connection with any document or agreement evidencing or constituting any other liability or obligation falling within this definition;
- (iii) any claim for damages or restitution; and
- (iv) any claim as a result of any recovery by any Debtor of a Payment on the grounds of preference or otherwise,

and any amounts which would be included in any of the above but for any discharge, non provability, unenforceability or non allowance of those amounts in any insolvency or other proceedings (the "Secured Obligations").

See Schedule for definitions.

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

✓ Chesapeake Holdings BV (the "Security Agent")

75 St. Stephen's Green, (Dublin 2) Dublin, Ireland

Postcode N/A

Presenter's name address and reference (if any) :

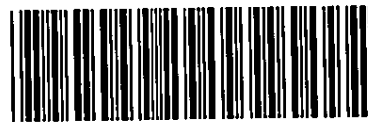
Kirkland & Ellis International LLP
30 St Mary Axe
London EC3A 8AF
FAO: Bryan Robson

Time critical reference

For official Use (02/06)
Mortgage Section

Post room

WEDNESDAY



L58TRALD

LD6

10/06/2009

43

COMPANIES HOUSE

The Chargor in security of the Secured Obligations grants a standard security in favour of the Security Agent over the Security Subjects.

It shall be an obligation on the Chargor not to create, or agree to create, a subsequent security over the interest in land affected by the Standard Security or any part thereof (otherwise than in favour of the Creditor), or to assign or convey the same interest or any part thereof to any person without the prior consent in writing of the Creditor, which consent, if granted, may be so granted subject to such conditions as the Creditor may see fit to impose.

See Schedule for definitions.

Please do not write in this margin

Please complete legibly, preferably in black type, or bold black lettering

Particulars as to commission allowance or discount (note 3)

N/A

Signed *Kirkland & Ellis International LLP* Date *09.06.09*

On behalf of ~~XXXXXX~~ [mortgagee/chargee] ⁵

A fee is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)
Delete as appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his:
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

SCHEDULE

Definitions

Creditor: has the meaning given to that term in the Intercreditor Agreement.

Debtor: has the meaning given to that term in the Intercreditor Agreement.

Facilities Agreement: means the £44,000,000 Senior Secured Revolving Facility and £56,000,000 Senior Secured Term Facility Agreement dated 30 April 2009 between amongst others Chesapeake UK Holdings Limited and Chesapeake Limited (formerly known as Chesapeake PLC) as Borrowers, Chesapeake Holdings B.V. as Agent and Security Agent as amended, supplemented, novated, excluded or restated from time to time.

Finance Documents: has the meaning given to that term in the Facilities Agreement.

Intercreditor Agreement: means the intercreditor agreement dated 30 April 2009 and made between, among others, Chesapeake UK Holdings Limited, the Debtors (as defined therein), the Security Agent, the Lenders (as defined therein), the Ancillary Lenders (as defined therein) and the Intra-Group Lenders (as defined therein).

Lenders: has the meaning given to that term in the Intercreditor Agreement.

Payment: has the meaning given to that term in the Intercreditor Agreement.

Security Subjects: means all and whole the subjects at Leesburn Place, East Kilbride being the subjects registered in the Land Register of Scotland under title number LAN53186 together with (i) the whole buildings and erections and (ii) the fittings and fixtures therein and thereon (iii) the parts, privileges and pertinents thereof (iv) the whole rights common, mutual and exclusive effeiring thereto and (v) the Chargor's whole right, title and interest, present and future, therein and thereto.



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

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

COMPANY NO. 2586987
CHARGE NO. 34

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A STANDARD SECURITY DATED 29
MAY 2009 AND CREATED BY CHESAPEAKE LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM ANY
DEBTOR TO ANY LENDER ON ANY ACCOUNT WHATSOEVER
UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT
CREATING OR EVIDENCING THE CHARGE WAS REGISTERED
PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT
1985 ON THE 10 JUNE 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15 JUNE 2009

Pargell



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES