

MG01

Particulars of a mortgage or charge

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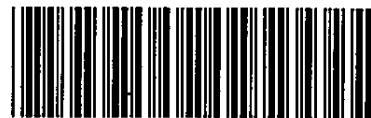
**A fee is payable with this form**

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

FRIDAY



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27/07/2012

#11

COMPANIES HOUSE

**1 Company details**

Company number 0 7 4 6 5 5 7 2

Company name in full Crown Packaging Commercial UK Limited

→ **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 d2 d3 m0 m7 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 The Deed of Charge in relation to the English Seller Collection Account  
made between Crown Packaging Commercial UK Limited (the "Chargor"), Ester  
Finance Titrisation (the "Chargee"), Crown Packaging UK Plc as English  
Servicer and Eurofactor as Transaction Agent and dated 23 July 2012 (the  
"Deed")

**4 Amount secured**

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

Amount secured

Any and all obligations and liabilities of the  
Chargor to the Chargee, whether present or future,  
actual or contingent, several or joint, under the  
English Receivables Sale Agreement or any other  
Transaction Document to which the Chargor is a  
party (the "Secured Obligations")

For definitions see section 6

**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

Ester Finance Titrisation

Address

9 Quai du Président Paul Doumer, 92920 Paris

La Défense Cedex, France

Postcode

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 Fixed Charge**

1 1 As continuing security for the payment and discharge of the Secured Obligations, the Chargor charges by way of first fixed charge, with full title guarantee in favour of the Chargee, all of its right, title and interest, both present and future, in and to the Charged Account

1 2 The Security from time to time constituted by or pursuant to the Deed shall

(a) be in addition to and independent of, every other bill, note, guarantee, mortgage or other security interest which the Chargee may at any time hold or have for, or in respect of, any of the Secured Obligations, and

(b) remain in full force and effect as a continuing security for all of the Secured Obligations from time to time until the end of the Security Period or until otherwise discharged by the Chargee notwithstanding any intermediate payment or satisfaction of any part of the Secured Obligations or any settlement of account, or any other act or event or matter which may secure the ultimate balance of the Secured Obligations

**2 Negative Pledge and Disposals****2 1 Negative Pledge**

The Chargor undertakes that it shall not, at any time during the subsistence of the Deed, create or permit to subsist any security or interest whatsoever over all or any part of the Charged Account or sell, lend, part with or otherwise dispose the Charged Account other than as provided for in the Transaction Documents

SEE CONTINUATION PAGE 1

# 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 14952-128 (LEY)

Company name  
Orrick, Herrington &  
Sutcliffe (Europe) LLP

Address 107 Cheapside

Post town London

County/Region

Postcode E C 2 V 6 D N

Country

DX 557 London City

Telephone 0207 862 4600



### 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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)

# 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

N/A

### 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 Orrick, Herrington & Sutcliffe (Europe) LLP X

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

**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

CONTINUATION PAGE 1

**2 2 No Disposal of Interests**

The Chargor undertakes that, at any time during the subsistence of the Deed, except as expressly permitted pursuant to the Transaction Document or under this Clause 2 (*Negative Pledge and Disposals*), it shall not (and shall not agree to)

- (a) execute any transfer or assignment of, or other right over the Charged Account,
- (b) create any legal or equitable estate or other interest in, or over, or otherwise relating to, the Charged Account, or
- (c) assign or otherwise dispose of any interest in the Charged Account,
- (d) permit or agree to any variation of the rights attaching to the Charged Account or close the Charged Account, except with the prior written consent of the Chargee, or
- (e) be entitled to receive, withdraw or otherwise transfer any credit balance from time to time on the Charged Account

**2 3 The English Servicer undertakes that it shall not, at any time, during the subsistence of this Deed, except as expressly permitted pursuant to the Transaction Documents**

- (a) execute any transfer or assignment of, or other right over the Charged Account,
- (b) create any legal or equitable estate or other interest in, or over, or otherwise relating to, the Charged Account, or
- (c) assign or otherwise dispose of any interest in the Charged Account,
- (d) permit or agree to any variation of the rights attaching to the Charged Account or close the Charged Account, except with the prior written consent of the Chargee, or
- (e) be entitled to receive, withdraw or otherwise transfer any credit balance from time to time on the Charged Account

**3 Further Assurance**

Upon the request of the Chargee, the Chargor shall promptly do all such acts and execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Chargee may reasonably specify

- (a) to perfect and protect the security created or intended to be

# 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

created in respect of the Charged Account or for the exercise of the Collateral Rights,

- (b) to facilitate the realisation of the Charged Accounts on the Security created pursuant to the Deed becoming enforceable, and/or
- (c) to provide more effectively to the Chargee the full benefit of the rights conferred by the Deed and otherwise give full effect to the provisions of the Deed

#### 4 Definitions

"Charged Account" means

- (a) the English Seller Collection Account, together with any balance from time to time standing to the credit of such account and the debt represented thereby,
- (b) all Related Rights in respect of such account

"Collateral Rights" means all rights, powers and remedies of the Chargee provided by or pursuant to the Deed or by law

"English Receivables Sale Agreement" the Chargee will acquire certain existing and future trade receivables originated by the Company, under a securitisation programme for trade receivables arranged by Crédit Agricole Corporate and Investment Bank, pursuant to an English receivables sale agreement dated on or about the date of the Deed, as amended and/or supplemented from time to time, between, *inter alios*, the Chargor and the Chargee

"English Seller Collection Account" means the bank account (and any renewal, renumbering or redesignation of such account) with the details as specified in the Deed opened in the name of the Chargor with the English Seller Collection Account Bank or such other substitute account as may be agreed between the parties hereto to be the English Seller Collection Account

"English Seller Collection Account Bank" means at the date hereof National Westminster Bank, London or such replacement bank with the Required Rating in the books of which the English Seller Collection Account is established and maintained by the English Seller, in accordance with the provisions of the English Receivables Sale Agreement

"Master Framework Agreement" means the master framework agreement dated 23 July 2012, as amended and/or restated from time to time, between, *inter alios*, the Chargor and the Chargee

"Receiver" means any receiver, receiver and manager, or administrative

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>receiver appointed pursuant to the Deed</p> <p>"Related Rights" means in relation to the English Seller Collection Account</p> <p>(a) all rights, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title whatsoever, and</p> <p>(b) any moneys and proceeds paid or payable (including, without limitation, payments of interest on any balance standing to the credit of any account)</p> <p>"Required Rating" means the short-term, senior, unsecured and non-guaranteed obligations of the relevant entity not lower than ratings A-1 by S&amp;P or P-1 by Moody's</p> <p>"Security" means the security constituted by the Deed</p> <p>"Secured Parties" means the Chargee, together with any Receiver or delegate appointed by it under the Deed</p> <p>"Security Period" means the period beginning on the date of the Deed and ending on the date on which the Chargee is satisfied that (i) all of the Secured Obligations, present and future, actual or contingent, which are due and payable or capable of becoming due and payable have been unconditionally and irrevocably discharged in full, and (ii) none of the Secured Parties is under any further actual or contingent obligation to make advances or provide other financial accommodation to the Company or to any other person under the Receivables Sale Agreements or any other Transaction Document</p> <p>"Transaction Documents" has the meaning given to it in the Master Framework Agreement incorporated into the Deed by reference to clause 1.1 of the Deed</p>	



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

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

**COMPANY NO. 7465572  
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A THE DEED OF CHARGE DATED 23  
JULY 2012 AND CREATED BY CROWN PACKAGING  
COMMERCIAL UK LIMITED FOR SECURING ALL MONIES DUE  
OR TO BECOME DUE FROM THE COMPANY TO ESTER  
FINANCE TITRISATION 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 27 JULY 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 1 AUGUST 2012

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*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES