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COMPANIES FORM No. 395

395

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

711634/13

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

33

02586987

Name of company

* insert full name
of Company

* Chesapeake Limited (the "Pledgor")

Date of creation of the charge

29 May 2009

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

T Share Pledge (the "Share Pledge")

Amount secured by the mortgage or charge

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 Part 2 of the attached 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) :

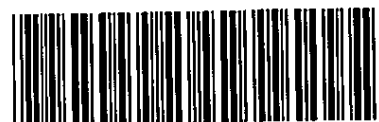
Kirkland & Ellis International LLP
30 St Mary Axe
London EC3A 8AF
FAO: Bryan Robson

Time critical reference

For official Use (02/06)
Mortgage Section

Post room

WEDNESDAY



L58TNAL9

LD6

10/06/2009

47

COMPANIES HOUSE

Please see Part 1 of the attached Schedule.

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 Highland & Ellis International LLP Date 07.06.09

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

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

Part 1 - Particulars of the property mortgaged or charged

1 SECURITY

In security for the payment and discharge of the Secured Obligations the Pledgor hereby:

- (a) pledges and assigns the Existing Shares and Related Rights to which it is entitled at the date of the Share Pledge to the Security Agent on the terms and conditions specified in the Security; and
- +45 (b) undertakes to pledge and assign any Additional Shares and Related Rights to which it becomes entitled after the date of the Share Pledge to the Security Agent in accordance with the provisions of the Security.

2 PROHIBITION OF OTHER SECURITIES

Save as otherwise provided in the Facilities Agreement or unless the Security Agent otherwise agrees in writing, the Pledgor shall not assign or create or permit any form of security, charge or encumbrance to arise over or except as permitted by the terms of the Facilities Agreement otherwise deal with the Pledged Assets or any part thereof until the Secured Obligations have been fully and unconditionally paid or discharged.

Part 2 - Definitions

Additional Shares: means any shares in the Company (other than the Existing Shares) including any such shares comprised in Related Rights, at any time hereafter beneficially owned by the Pledgor.

Company: means the company specified in the Schedule to the Share Pledge.

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

Existing Shares: means the shares in the Company specified in columns 5 and 6 of Part 1 of the Schedule to the Share Pledge.

Facilities Agreement: means the credit agreement dated 30 April 2009 between, among others, the Pledgor (previously called Chesapeake PLC) and the Security Agent as amended, supplemented, novated, extended 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, the Security Agent, the Lenders (as defined therein), the Ancillary Lenders (as defined therein) and the Intra-Group Lenders (as defined therein).

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

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

Related Rights: means all dividends, interest, distributions and other rights of whatever nature now or hereafter payable on or arising or accruing in respect of the Shares including, without limiting that generality, all shares or other securities (and dividends, interest, distributions and other rights relating thereto) offered or otherwise arising or accruing by way of redemption, bonus, substitution, exchange or otherwise in respect of the Shares.

Shares: means the Existing Shares and the Additional Shares.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 2586987
CHARGE NO. 33**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SHARE PLEDGE 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 12 JUNE 2009

plc 14



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES