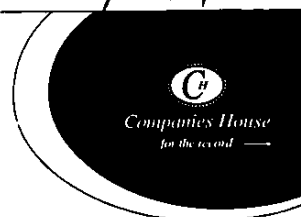


MG01

Particulars of a mortgage or charge

005829/104



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 for**  
You cannot use this form to register  
particulars of a mortgage or charge  
in Scotland or the Isle of Man  
form MG01s

WEDNESDAY



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LD6

30/06/2010

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COMPANIES HOUSE

For more information, please  
visit the Companies House  
website at  
gov.uk

**1 Company details**

Company number 3 1 8 2 5 3 7

Company name in full Crown UK Holdings Limited (the "Chargor")

For official use

→ **Filing 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 d 1 6 m 0 6 y 2 0 y 1 0

**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 Debenture made between (1) the Chargor and (2) Deutsche Bank AG New York Branch (as  
"Security Trustee") (the "Debenture")

**4 Amount secured**

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

Amount secured

The "Obligations" which are defined in the Debenture as any and all  
obligations, liabilities and indebtedness of every kind, nature and  
description (whether or not constituting future advances or otherwise)  
from time to time owing by, or on behalf of, the Chargor under, or in  
connection with, the Financing Documents, including principal,  
interest, charges, fees, premiums, indemnities and expenses,  
however evidenced, whether as principal, surety, endorser, guarantor  
or otherwise, evidenced by or arising under any of such Financing  
Documents whether now existing or hereafter arising before, during or  
after the initial or renewal term of such Financing Documents, or after  
the commencement of any case with respect to the European  
Borrower, Euro Permitted Issuer, Euro Pledgor and Canadian  
Borrower under any law [Continued]

**Continuation page**

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

## MG01 - continuation page

### Particulars of a mortgage or charge

4	Amount secured	
Amount secured	<p data-bbox="355 409 1034 434">Please give us details of the amount secured by the mortgage or charge</p> <p data-bbox="355 461 1453 678">or statute for the supervision, administration or relief of debtors, including, without limitation, bankruptcy or insolvency laws (at the rate provided for in the relevant Financing Documents) (and including, without limitation, any principal, interest, fees, costs, expenses and other amounts, which would become due but for the commencement of such case, whether or not such amounts are allowed or allowable in whole or in part in any such case or similar proceeding), whether direct or indirect, absolute or contingent, joint or several, due or not due, primary or secondary, liquidated or unliquidated, secured or unsecured, and whether arising directly or indirectly or howsoever acquired</p>	

# 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 Deutsche Bank AG, New York Branch

Address 60 Wall Street, New York

New York, USA

Postcode 1 0 0 0 5

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) The Chargor charged to the Security Trustee by way of fixed charge (which so far as relates to freehold or leasehold property in England and Wales vested in the Chargor at the date of the Debenture shall be a charge by way of legal mortgage) with full title guarantee and as a continuing security for the payment and discharge of the Obligations all of the Chargor's rights to and title and interest from time to time in any and each of the following

- (i) the Real Property, subject in the case of leasehold property to any necessary third party consents to such mortgage being obtained,
- (ii) (to the extent that the same are not the subject of a mortgage under paragraph (i) above) the Real Property, subject in the case of leasehold property to any necessary third party consents to such charge being obtained,
- (iii) all plant, machinery, vehicle, computers, office and other equipment and chattels (excluding stock-in-trade or work in progress) and all Related Property Rights,
- (iv) (to the extent that the same are not the subject of a fixed charge under paragraph (v) below) all Debts,
- (v) all Account Proceeds,
- (vi) all of its Securities (other than the Excluded Securities and the Excluded Rights),
- (vii) the Shares,
- (viii) all of its Intellectual Property Rights,
- (ix) all goodwill and uncalled capital, and
- (x) (to the extent not effectively assigned under paragraph 3 below), the Insurance Policies and the Insurance Proceeds

2) The Chargor assigned to the Security Trustee with full title guarantee and as a continuing security for the payment and discharge of the Obligations all of the Chargor's rights to and title and interest from time to time in the Insurance Policies (subject to obtaining any necessary consent to such assignment from such third party) and the Insurance Proceeds and all Related Property Rights in respect of the above

[Continued]

# 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>2 3 The Chargor charged to the Security Trustee by way of first floating charge with full title guarantee and as a continuing security for the payment and discharge of the Obligations all of the Chargor's rights to and title and interest from time to time in the whole of its property, assets, rights and revenues (other than the Excluded Securities and Excluded Rights), whatsoever and wheresoever, present and future, other than any assets validly and effectively charged or assigned (whether at law or in equity) pursuant to Clause 3 1 (Creation of Fixed Security) or 3 2 (Assignments of Insurances) of the Debenture and the whole of its property, assets, rights and revenue, situated in Scotland whatsoever present and future</p> <p>3 COVENANTS</p> <p>The Company agreed that it shall not, without the prior consent in writing of the Security Trustee, create or permit to subsist any Encumbrance (other than Permitted Liens) on, over or affecting the Charged Assets or any part of them</p> <p>Definitions</p> <p>"Account Proceeds" means all the amounts (including interest) from time to time standing to the credit of any bank account of the Chargor with any bank, building society or other financial institution including the Accounts and the debts represented thereby</p> <p>"Accounts" means all bank accounts held by the Chargor with its bank(s) from time to time</p> <p>"Additional First Priority Bank Indebtedness" has the meaning given to it in the Euro Intercreditor Agreement</p> <p>"Additional First Priority Bank Indebtedness Documents" means any indenture, debenture, note, guaranty, loan agreement, credit agreement, purchase agreement, finance agreement or other document executed by the European Borrower or any other Credit Party (as defined in the Credit Agreement) in connection with the issuance of any such Additional First Priority Bank Indebtedness</p> <p>"Additional First Priority Capital Markets Indebtedness" has the meaning given to it in the Euro Intercreditor Agreement</p> <p>"Additional First Priority Capital Markets Indebtedness Documents" has the meaning given to it in the Euro Intercreditor Agreement</p> <p>"Bank Related Cash Management Agreements" has the meaning given to it in the Credit Agreement</p> <p>"Bank Related Hedging Agreements" has the meaning given to it in the Euro Intercreditor Agreement</p> <p>"Canadian Borrower" means Crown Metal Packaging Canada LP</p> <p>"Charged Assets" means the property mortgaged, charged or assigned pursuant to Clause 3 of the Debenture</p> <p>[Continued]</p>

# 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>"Credit Agreement" means the credit agreement dated as of 18 November 2005 made between, amongst others, Crown Americas LLC, Crown European Holdings S A , Crown Holdings, Inc , Crown International Holdings, Inc , Crown Cork &amp; Seal Company Inc , Deutsche Bank AG New York Branch and The Bank of Nova Scotia, (as amended by the First Amendment to Credit Agreement dated as of 4 August 2006, the Second Amendment to the Credit Agreement dated as of 12 November 2009, Third Amendment to Credit Agreement dated as of 14 May 2010, and the Fourth Amendment to Credit Agreement dated 15 June 2010)</p> <p>"Credit Documents" means, collectively, the Credit Agreement, the Non-U S Guarantee Agreement (as reaffirmed by the parties thereto on 15 June 2010) and each security document executed by the Chargor in relation to the Obligations, in each case, as amended, amended and restated, supplemented, refinanced, replaced or otherwise modified from time to time</p> <p>"Debts" means all of the Chargor's present and future book and other debts, revenues and monetary claims, whether actual or contingent, and whether originally owing to the Chargor or purchased or acquired by it, and all things in action which may give rise to any debt, revenue or monetary claim and the benefit of any related security, guarantee or other rights of any nature relating thereto and any proceeds of any of the above excluding any Account Proceeds</p> <p>"Encumbrance" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement having a similar effect</p> <p>"European Borrower" means Crown European Holdings S A</p> <p>"Euro Intercreditor Agreement" means the Second Amended and Restated Euro Intercreditor and Collateral Agency Agreement dated 18 November 2005 and in substantially the form of Exhibit 5 1 (a)(viii)(A) to the Credit Agreement (as amended, amended and restated, supplemented, refinanced, replaced or otherwise modified from time to time)</p> <p>"Euro Permitted Issuer" has the meaning given to it in the Euro Intercreditor Agreement</p> <p>"Euro Pledgor" has the meaning given to it in the Euro Intercreditor Agreement</p> <p>"Excluded Companies" has the meaning given to the term "Excluded U K Companies" in the Credit Agreement</p> <p>"Excluded Securities" means all of the Chargor's right, title, benefit and interest in all stocks, shares, bonds, notes, warrants and other securities of any kind whatsoever whether in bearer or registered form whether the same are held directly by or to the order of the Chargor or by any trustee, fiduciary, clearance system in any of the Excluded Companies</p> <p>"Excluded Rights" means the rights and benefits arising in respect of the Excluded Securities</p> <p>[Continued]</p>	

# 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>"Financing Documents" means, collectively, the Credit Documents, the Bank Related Hedging Agreements, the Bank Related Cash Management Agreements, the Additional First Priority Bank Indebtedness Documents and the Additional First Priority Capital Markets Indebtedness Documents</p> <p>"Insurance Policies" means all material present and future contracts or policies of insurance (including life policies) in which the Chargor has an interest (to the extent of the Chargor's interest) or in which it may from time to time have an interest (whether solely, jointly, as loss payee or otherwise)</p> <p>"Insurance Proceeds" means all monies from time to time payable to the Chargor under or pursuant to the Insurance Policies, including (without limitation) the refund of any premiums</p> <p>"Intellectual Property Rights" means</p> <p>(A) all of the property specified in Schedule 2 of the Debenture (Intellectual Property), and</p> <p>(B) all patents, patent applications, trade marks and service marks (whether registered or not), trade mark and/or service mark applications, trade names, registered designs, design rights, copyrights, computer software, know-how, trade secrets, inventions and other intellectual property rights and interests, whether registered or unregistered, the benefit of all applications and the rights to use such assets and all Related Property Rights which the Chargor owns now or in the future</p> <p>"Permitted Liens" has the meaning given to it in the Credit Agreement</p> <p>"Real Property" means</p> <p>(A) all of the freehold and/or lease property of the Chargor specified in Schedule 1 of the Debenture (Real Property),</p> <p>(B) all freehold and leasehold property or immovable property of the Chargor situate in England and Wales (other than the property referred to in paragraph (A)),</p> <p>(C) any buildings, fixtures (including trade fixtures but excluding tenants fixtures), fittings, fixed plant or machinery from time to time on or forming part of the property of the Chargor referred to in paragraphs (A) and (B) above, and</p> <p>(D) the Related Property Rights</p> <p>"Related Property Rights" means, in relation to the Charged Assets</p> <p>(A) the proceeds of sale and/or other realisation of that property or asset (or any part thereof or interest therein to the extent of the Chargor's interest),</p> <p>(B) any right to enforce the terms of that property or asset and to the receipt of damages for non-performance related to that property or asset (to the extent of the Chargor's interest),</p> <p>(C) all Security, options, agreements, rights, easements, benefits, indemnities, guarantees, warranties or covenants for title in respect of such property or assets, and</p> <p>(D) all rights under any lease, licence or agreement for lease, sale or use in respect of such property or assets</p> <p>"Related Securities Rights" means all allotments, rights, benefits and advantages (including all voting rights) whatsoever at any time accruing, offered or arising in respect of any Securities and all money or property accruing or offered at any time by way of conversion, redemption, bonus, preference, option, dividend, distribution, interest or otherwise in respect of Securities</p> <p>[Continued]</p>

# MG01 - continuation page

## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
Short particulars	<p data-bbox="376 398 1038 427">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="368 461 1477 842">"Securities" means all of the Chargor's right, title, benefit and interest in all stocks, shares, bonds, notes, warrants and other securities of any kind whatsoever whether in bearer or registered form, and all other interests in any person and all Related Securities Rights in respect thereof whether the same are held directly by or to the order of the Chargor or by any trustee, fiduciary, clearance system, (including any depository for any clearance system and any other person whose business is or includes the provision of clearance services or the provision of security accounts or any nominees or depository for any such person), any custody system or settlement system (including Euroclear Plc for the London Stock Exchange plc and the Central Gilts Office Service for transactions in gilt edged stocks and any nominees thereof) or custodian on behalf of the Chargor or whether the same have been delivered to or to the order of the Security Trustee or its nominee including all Related Property Rights and all rights against any trustee, fiduciary, clearance system or other person holding such to the order of the Chargor</p> <p data-bbox="368 875 979 904">"Security" means the security created by the Debenture</p> <p data-bbox="368 938 1477 1032">"Security Trust Deed" means an amended and restated security trust deed dated 16 June 2010 between (1) Deutsche Bank AG New York Branch (as Security Trustee) (2) Deutsche Bank AG New York Branch (as Euro Collateral Agent) and (3) Crown Packaging UK PLC and others</p> <p data-bbox="368 1066 1083 1095">"Shares" means the shares listed in Schedule 3 of the Debenture</p>	

# MG01

## Particulars of a mortgage or charge

<b>7</b>	<b>Particulars as to commission, allowance or discount (if any)</b> <p>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</p> <ul style="list-style-type: none"> <li>- subscribing or agreeing to subscribe, whether absolutely or conditionally, or</li> <li>- procuring or agreeing to procure subscriptions, whether absolute or conditional,</li> </ul> <p>for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered</p>	
Commission allowance or discount	Nil	
<b>8</b>	<b>Delivery of instrument</b> <p>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 866)</p> <p>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 870). 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)</p>	
<b>9</b>	<b>Signature</b> <p>Please sign the form here</p> <p>Signature</p> <p>X <i>Whizba &amp; Shann London</i> X</p> <p>This form must be signed by a person with an interest in the registration of the charge</p>	



# 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 **Stewart Worthy**

Company name **Winston & Strawn London**

Address **99 Gresham Street**

Post town **London**

County/Region

Postcode **E C 2 V 7 N G**

Country **UK**

DX

Telephone **02071050000**



### 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)**



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

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

COMPANY NO. 3182537  
CHARGE NO. 6

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 16 JUNE 2010  
AND CREATED BY CROWN UK HOLDINGS LIMITED FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE  
COMPANY TO DEUTSCHE BANK AG, NEW YORK BRANCH 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 30 JUNE 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 2 JULY 2010



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES