

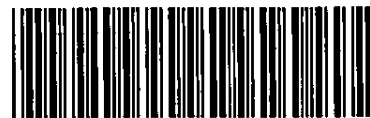
MG01

Particulars of a mortgage or charge



IRIS
LASERFORM

151132/13



A6AV0LHN

A46

07/07/2010

210

COMPANIES HOUSE

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

WEDNESDAY

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 Scottish
company. To do this, please use
form MG01s

1

Company details

6 ☐ ☐ ☐ For official use

Company number

0 6 6 4 8 5 9 9

Company name in full

Crane Midco Limited (the "Company")

→ **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

d2 d3 m0 m6 y2 y0 y1 y0

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

A security interest agreement dated 23 June 2010 and made between (1) the
Company and (2) Ulster Bank Ireland Limited as security trustee for the
Secured Parties (as defined within the Agreement) (the "Security Trustee")
(the "Agreement")

4

Amount secured

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

Amount secured

all monies, obligations and liabilities which the
Company at the date of the Agreement or any time
thereafter owes to the Secured Parties (or any of
them) under the finance documents detailed within the
Agreement (the "Finance Documents") (whether solely
or jointly with one or more persons, whether as
principal or as surety or in some other capacity and
whether originally incurred by it or by some other
person) in the manner provided for in the relevant
Finance Documents and pay to the Security Trustee (as
trustee for the Secured Parties) every sum (of
principal, interest or otherwise) at the date of the
Agreement or any time thereafter owing, due or
incurred by the Company in respect of such
liabilities including interest both before and after
judgment ("Secured Liabilities").

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	Ulster Bank Ireland Limited (as Security Trustee)	
Address	Ulster Bank Group Centre, George's Quay	
	Dublin 2, Ireland	
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	<p>1. As security for the payment and discharge of the Secured Liabilities, the Security Trustee shall have second ranking security interests under the Security Law over all the Company's right, title and interest, at the time of the Agreement and any time thereafter in, to and under the Collateral.</p> <p>2. The Agreement contains an undertaking that save as expressly permitted to do so in the Finance Documents, the Company shall not</p> <p>(a) take or permit the taking of any action which may result in:</p> <p>(1) the amendment or replacement of the Constitution of the Collateral or any part of it,</p> <p>(11) any rights attaching to the Collateral or any part of it being altered; or</p> <p>(111) further shares being issued by the Issuer,</p> <p>(b) assign, transfer, surrender, sell, redeem or otherwise dispose of or deal with the Collateral or any part of it or any interest in the same or agree or purport to do or permit any such thing;</p> <p>(c) have subsisting or create any Encumbrance other than the Senior Security Interests and the Security Interests applying to or affecting the Collateral or any part of it or permit the same to subsist or be created,</p> <p>(d) take or omit to take any action which could adversely affect or diminish the value of the Collateral or any part of it, or</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>(e) do or cause or permit to be done (or omit to do or omit to cause or permit to be done) anything which may in any way adversely affect the Security Interests.</p> <p>For the purposes of this Form MG01 the terms below shall be ascribed the following meanings:</p> <p>"Additional Securities" means any Security Law Property which:</p> <p>(a) is a security issued by the Issuer; and</p> <p>(b) is acquired by the Company at any time after the execution of the Agreement by the Company.</p> <p>"Collateral" means the Specified Securities, the Additional Securities and the Related Assets.</p> <p>"Constitution of the Collateral" means the Memorandum and Articles of Incorporation of the Issuer</p> <p>"Encumbrance" means a security interest, mortgage, charge, pledge, lien, set-off or other encumbrance or any other agreement, arrangement, equity or other right having a similar effect and shall include a security interest created under the Security Law</p> <p>"Issuer" means Crane Midco (Guernsey) Limited.</p> <p>"Related Assets" means:</p> <p>(a) any right to any distribution, dividend or interest paid or payable in relation to any Specified Securities or Additional Securities; and</p> <p>(b) any other right, benefit, advantage, money, security or other property howsoever accruing, offered or arising (including under option rights or warrant purchase) at any time in relation to any Specified Securities or Additional Securities including by way of redemption, substitution, exchange, bonus or preference,</p> <p>provided that "Related Assets" shall not include any property which is not Security Law Property.</p> <p>"Security Interests" means the security interests created or constituted by or pursuant to the Agreement pursuant to the Security Law</p> <p>"Security Law" means the Security Interests (Guernsey) Law 1993.</p> <p>"Security Law Property" means property in which a security interest may be created under the Security Law.</p> <p>"Senior Security Agreement" means the Guernsey law first priority security interest agreement dated 26 September 2008 between the Security Trustee and</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

the Company in respect of the Collateral, as amended by a side letter from the Company to the Security Trustee and to be dated on or about the date of the Agreement.

"Senior Security Interests" means the security interests created pursuant to the Senior Security Agreement

"Specified Securities" means 6,550,020 ordinary shares with nominal value of €0.10 each in Crane Midco (Guernsey) Limited.

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

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 866).

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).

9 Signature

Please sign the form here

Signature

Signature

X *Halliwells LLP* X

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

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 APL

Company name Halliwells LLP

Address

Post town

County/Region

Postcode

Country

DX 14126 Liverpool 1

Telephone 0151 237 7777



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 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



FILE COPY

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

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

COMPANY NO. 6648599

CHARGE NO. 6

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECURITY INTEREST
AGREEMENT DATED 23 JUNE 2010 AND CREATED BY CRANE
MIDCO LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE COMPANY TO ULSTER BANK
IRELAND LIMITED (AS SECURITY TRUSTEE) AND THE
SECURED PARTIES (OR ANY OF THEM) 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 7
JULY 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12 JULY 2010

DX



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES