

019059

MG01

Particulars of a mortgage or charge



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

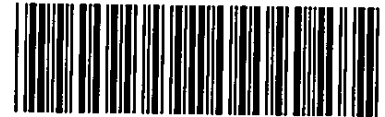
You may use this form to register particulars of a mortgage or charge in England and Wales or Northern Ireland



What this form is NOT for

You cannot use this form to register particulars of a charge for a company. To do this, please use form MG01s

THURSDAY



L91XRSIT

LD5

17/03/2011

43

COMPANIES HOUSE

1

Company details

Company number

0 7 4 8 0 5 5 0

Company name in full

CROWN NEWCO 3 PLC (the "**Chargor**")

For official use

→ 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

d0 d4 m0 m3 y2 y0 y1 y1

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

Share Charge dated 4 March 2011 (the "**Charge**") and entered into between the Chagor and Deutsche Bank AG, London Branch as security agent for the Secured Parties (as defined on continuation page 10 of Part 6 of this Form MG01) (the "**Security Agent**")

4

Amount secured

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

Amount secured

The Secured Obligations

(For definitions of capitalised terms used in this Form MG01, please see continuation pages 2 to 13 of Part 6 of this Form MG01)

Continuation page

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

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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, London Branch as Security Agent

Address Winchester House, 1 Great Winchester Street

London

Postcode E C 2 N 2 D B

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 SECURITY

1 1 In consideration of amounts made available to the Chargor under the Secured Debt Documents and as a continuing security for the Secured Obligations, the Chargor as legal and beneficial owner has assigned and agreed to assign to the Chargee all benefits present and future, actual and contingent accruing in respect of the Charged Property including (without limitation) any distributions, dividends or other moneys or assets accruing on or in respect of the Charged Shares or any part thereof and all the Chargor's right, title and interest to and in the Charged Property including (without limitation) all voting and other consensual powers pertaining to the Charged Shares and has charged and agreed to charge in favour of the Chargee all of its interest in the Charged Property by way of a first fixed and floating charge

1 2 The Chargor has covenanted that during the Security Period it will remain the legal and the beneficial owner of the Charged Property (subject only to the Security Interests created by the Charge) and that it will not (unless otherwise not prohibited by the terms of the Secured Debt Documents)

- (a) Create, agree to create or suffer the creation of any Security Interests (other than those created by the Charge) on or in respect of the whole of any part of the Charged Property or any of its interest therein,
- (b) sell, assign, transfer or otherwise dispose of any of its interest in the Charged Property, or
- (c) dispose of the equity of redemption in respect of all or any part of the Charged Property

in any such case without the prior consent in writing of the Chargee

Please see continuation pages 1 to 13 of this Part 6 of this Form MG01 attached hereto

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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 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 *Katherine Watkins* X

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

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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 Peter Ho

Company name Latham & Watkins

Address 99 Bishopsgate

Post town London

County/Region

Postcode E C 2 M 3 X F

Country UK

DX Reference No 047961-0015

Telephone 020 7710 1000



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

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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 CONTINUING SECURITY</p> <p>The security constituted by the Charge is continuing and will extend to the ultimate balance of all the Secured Obligations regardless of any intermediate payment or discharge or in whole or in part</p> <p>3 FURTHER ASSURANCES</p> <p>3 1 Subject to the terms of the Intercreditor Agreement, the Chargor shall promptly (at its own expense) execute and do all such assurances, acts and things (including assignments, assignments, transfers, mortgages, standard securities, charges, pledges, notices and instructions on terms equivalent or similar to those set out in the Charge) as the Chargee may reasonably require for</p> <ul style="list-style-type: none"> (a) protecting or ensuring the priority of the Security Interest created by the Charge (or intended to be created), (b) perfecting the Security created or intended to be created under or evidenced by the Charge or for the exercise of any rights, powers and remedies of the Security Agent, any Receiver or the Secured Parties provided by or pursuant to the Charge or by law, (c) conferring on the Security Agent, or on the Secured Parties, Security over any property and assets of the Chargor located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to the Charge, (d) following the occurrence of an Acceleration Event, facilitating the appropriation or realisation of the Charged Property or any part thereof, or (e) exercising any power, authority or discretion vested in the Chargee under the Charge, <p>in any such case forthwith upon demand by the Chargee and at the expense of the Chargor</p> <p>3 2 The Chargor shall provide such assurances and do all acts and things the Receiver may in his absolute discretion require for the purpose of exercising the powers (or giving effect to the exercise of the powers) conferred on the Receiver under the Charge and the Chargor has irrevocably appointed the Receiver to be the lawful attorney in fact of the Chargor to do any act or thing and to exercise all the powers of the Chargor for the purpose of exercising the powers (or giving effect to the exercise of the powers) conferred on the Receiver under the Charge on and subject to the terms of the Charge</p> <p>4 POWER OF ATTORNEY</p> <p>4 1 The Chargor, by way of security and in order more fully to secure the performance of its obligations under the Charge, pursuant to the Section 83 of the Companies Law (Revised) has irrevocably appointed the Chargee and the persons deriving title under it jointly and also severally to be its attorney, (with full power of substitution and delegation) in its name and on its behalf and as its act and deed, at any time following the occurrence of an Acceleration Event or if the Chargor has failed to comply with Clause 5 (<i>Dealings with Charged Property</i>) of the Charge or Clause 6 (<i>Preservation of Security</i>) of the Charge within 10 Business Days of being notified in writing of that failure and being requested to</p>	

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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

comply

- (a) to execute and complete in favour of the Chargee or its nominees or of any purchaser any documents which the Chargee may from time to time require for perfecting its title to or for vesting any of the assets and property charged by the Charge or assigned in the Chargee or its nominees or in any purchaser and to give effectual discharges for payments,
- (b) to take and institute on non payment (if the Chargee in its sole discretion so decides) all steps and proceedings in the name of the Chargor or of the Chargee for the recovery of such moneys, property and assets charged by the Charge and to agree accounts,
- (c) to make allowances and give time or other indulgence to any surety or other person liable,
- (d) otherwise generally to act for it and in its name and on its behalf, and
- (e) to sign, execute, seal and deliver and otherwise perfect and do any such legal assignments and other assurances, charges, authorities and documents over the moneys, property and assets charged by the Charge, and all such deeds, instruments, acts and things (including, without limitation, those referred to in Clause 8 of the Charge (as set out in paragraph 3 of this Part 6)) which may be required for the full exercise of all or any of the powers conferred or which may be deemed proper on or in connection with any of the purposes aforesaid.

4 2 The power conferred by the Charge shall be a general power of attorney and the Chargor has ratified and confirmed and agreed to ratify and confirm any instrument, act or thing which any such attorney may execute or do In relation to the power referred to in the Charge, the exercise by the Chargee of such power shall be conclusive evidence of its right to exercise the same

DEFINITIONS

Unless the context otherwise requires, words denoting the singular shall include the plural and vice versa, and the following words when used in this Form MG01 (including these continuation pages of this Form MG01) shall have the following meanings

“Acceleration Event” means a Credit Facility Acceleration Event, a Senior Secured Notes Acceleration Event, a Senior Unsecured Notes Acceleration Event or a Pari Passu Debt Acceleration Event

“Additional Liabilities” means, in relation to any Liability, any money, debt or liability due, owing or incurred under or in connection with

- (a) any refinancing, deferral or extension of such Liability,
- (b) any further advance which may be made under any document, agreement or instrument supplemental to any original finance document under or in connection with which such Liability was incurred or created together with any related interest, fees

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6	Short particulars of all the property mortgaged or charged	
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Short particulars	<p>and costs,</p> <ul style="list-style-type: none"> (c) any claim for damages or restitution in the event of rescission of such Liability or otherwise in connection with any relevant agreement, deed, document or instrument relating to such Liability, (d) any claim against any Debtor or Intra-Group Borrower flowing from any recovery by a Debtor or Intra-Group Borrower or any liquidator, receiver, administrator, administrative receiver, compulsory manager or other similar officer of a payment or discharge in respect of such Liability on the grounds of preference or otherwise, and (e) any amount (such as post-insolvency interest) which would be included in any of the above but for any discharge, non-provability, unenforceability or non-allowability of the same in any insolvency or other proceedings <p>“Affiliate” means, in relation to any person, a Subsidiary of that person or a Holding Company (as defined in the Intercreditor Agreement) of that person or any other Subsidiary of that Holding Company, provided that in relation to The Royal Bank of Scotland plc, the term “Affiliate” shall include The Royal Bank of Scotland N V and each of its Subsidiaries or subsidiary undertakings (as defined in the Companies Act 2006), but shall not include</p> <ul style="list-style-type: none"> (a) The UK government or any member of instrumentality thereof, including Her Majesty’s Treasury and UK Financial Investments Limited (or any directors, officers, employees or entities thereof), or (b) any persons controlled by or under common control with the UK government or any member or instrumentality thereof (including Her Majesty’s Treasury and UK Financial Investments Limited) and which are not part of The Royal Bank of Scotland Group plc and its Subsidiaries or subsidiary undertakings (as defined in the Companies Act 2006) <p>“Ancillary Facility” means</p> <ul style="list-style-type: none"> (a) on or prior to the RCF Discharge Date, any ancillary facility made available by an Ancillary Lender in accordance with clause 9 (Ancillary Facilities) of the RCF Facility Agreement, and (b) following the RCF Discharge Date, any ancillary facility made available by an Ancillary Lender under and in accordance with the Credit Facility Documents <p>“Ancillary Lender” means</p> <ul style="list-style-type: none"> (a) on or prior to the RCF Discharge Date, each RCF Lender (or Affiliate of a RCF Lender) which makes an Ancillary Facility available pursuant to the terms of the RCF Facility Agreement, and (b) following the RCF Discharge Date, each Credit Facility Lender (or Affiliate of a Credit Facility Lender) which makes an Ancillary Facility available pursuant to the terms of the Credit Facility Documents, 	

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6	Short particulars of all the property mortgaged or charged
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Short particulars	<p>“Arrangers” means an Arranger under and as defined in the RCF Facility Agreement and any other person who becomes a party to the Intercreditor Agreement as an Arranger pursuant to Clause 20 (Changes to the Parties) of the Intercreditor Agreement</p> <p>“Business Days” means a day (other than a Saturday or Sunday) on which banks are open for general business in London and</p> <ul style="list-style-type: none"> (a) (in relation to any date for payment or purchase of a currency other than Euro) the principal financial centre of the country of that currency, or (b) (in relation to any date for payment or purchase of Euro) which is a TARGET Day <p>“Charged Property” means the shares of the Company owned by the Chargor as described in Schedule I to the Charge and all other shares in the Company from time to time legally or beneficially owned by the Chargor during the Security Period (together the “Charged Shares”) and all dividends or other distributions, interest and other moneys paid or payable after the date of the Charge in connection therewith and all interests in and all rights accruing at any time to or in respect of all or any of the Charged Shares and all and any other property that may at any time be received or receivable by or otherwise distributed to the Chargor in respect of or in substitution for, or in addition to, or in exchange for, or on account of, any of the foregoing, including, without limitation, any shares or other securities resulting from the division, consolidation, change, conversion or reclassification of any of the Charged Shares, or the reorganisation, merger, consolidation or amalgamation of the Company with any other body corporate, or the occurrence of any event which results in the substitution or exchange of the Charged Shares</p> <p>“Charged Shares” has the meaning assigned thereto in the definition of Charged Property</p> <p>“Chargee” means the Security Agent</p> <p>“Company” means Priory Investments Holdings Limited, a company incorporated under the laws of the Cayman Islands and registered under registered number MC 151157 and which is also registered in England and Wales under foreign company number FC026138</p> <p>“Credit Facility” means</p> <ul style="list-style-type: none"> (a) on or prior to the RCF Discharge Date, the RCF Facility Agreement, and (b) after the RCF Discharge Date, any credit facility that meets the requirements of a “Credit Facility” under and as defined in the Senior Secured Notes Documents which is entitled, under the terms of the Senior Secured Notes Documents and (if applicable) the Credit Facility Documents, to share in the Transaction Security with the rights and obligations of Credit Facility Lenders as provided for in the Intercreditor Agreement, and in respect of which the creditors, facility agent and arrangers have acceded to the Intercreditor Agreement in accordance with Clause 20 2 (<i>New Credit Facility Lenders and Creditor Representatives</i>) of the Intercreditor Agreement and which is permitted by the terms of the Senior Secured Notes Documents to rank senior to the Senior Secured Notes Liabilities with respect to the proceeds of any Enforcement of the Transaction Security

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Please give the short particulars of the property mortgaged or charged		
Short particulars	<p>“Credit Facility Acceleration Event” means</p> <ul style="list-style-type: none"> (a) on or prior to the RCF Discharge Date, the RCF Agent exercising any of its rights under clause 28 19 (<i>Acceleration</i>) of the RCF Facility Agreement but including, without limitation, the making of a demand in respect of any amounts placed on demand, and (b) after the RCF Discharge Date, if applicable, the Creditor Representative in relation to any Credit Facility exercising any of its rights (other than a right to place amounts on demand but including, without limitation, the making of a demand in respect of any amounts placed on demand) under any acceleration provision(s) of the Credit Facility Documents <p>“Credit Facility Documents” means</p> <ul style="list-style-type: none"> (a) on or prior to the RCF Discharge Date, each “Finance Document” under, and as defined in, the RCF Facility Agreement, and (b) after the RCF Discharge Date, if applicable, each document or instrument entered into between a member of the Group and a Finance Party setting out the terms of any loan, credit or debt facility or securities which creates or evidences any Credit Facility <p>“Credit Facility Lender Liabilities” means the Liabilities owed by the Debtors to the Credit Facility Lenders under or in connection with the Credit Facility Documents, together with any related Additional Liabilities</p> <p>“Credit Facility Lenders” means</p> <ul style="list-style-type: none"> (a) on or prior to the RCF Discharge Date, the RCF Lenders, and (b) after the RCF Discharge Date, each Lender (under and as defined in the Credit Facility Documents), Issuing Bank and Ancillary Lender <p>“Creditor/Creditor Representative Accession Undertaking” means</p> <ul style="list-style-type: none"> (a) an undertaking substantially in the form set out in Schedule 3 (<i>Form of Creditor/Creditor Representative Accession Undertaking</i>) to the Intercreditor Agreement, (b) a Transfer Certificate or an Assignment Agreement (each as defined in the RCF Agreement or other Credit Facility Document) as the context may require, or (c) in the case of an acceding Debtor which is expressed to accede as an Intra-Group Lender in the relevant Debtor Accession Deed (as defined in the Intercreditor Agreement), that Debtor Accession Deed, <p>(where each such term not defined herein, shall have the meaning given to it in the Intercreditor Agreement)</p>	

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Short particulars

"Creditor Representative" means

- (a) in relation to the RCF Lenders, the RCF Agent,
- (b) in relation to the Credit Facility Lenders under any other Credit Facility, the facility agent in respect of that Credit Facility,
- (c) in relation to the Senior Secured Noteholders, the Senior Secured Notes Trustee,
- (d) in relation to the Senior Unsecured Noteholders, the Senior Unsecured Notes Trustee,
- (e) in relation to any Pari Passu Creditors, the Pari Passu Debt Representative, and
- (f) in relation to any Hedge Counterparty, each Hedge Counterparty shall be its own Creditor Representative

"Creditors" means the Primary Creditors, the Shareholder Creditors and the Intra-Group Lenders

"Debt Documents" means each of the Intercreditor Agreement, the RCF Finance Documents, the Credit Facility Documents, the Senior Secured Notes Documents, the Senior Unsecured Notes Documents, the Pari Passu Debt Documents, the Hedging Agreements, the Transaction Security Documents, the Shareholder Debt Documents, the Intra Group Debt Documents and any other document designated as such by the Security Agent and the Parent (where each such term not defined herein, shall have the meaning given to it in the Intercreditor Agreement)

"Debtor" means each

- (a) Original Debtor (which, for the avoidance of doubt, includes, without limitation, each Borrower and Guarantor under the RCF Facility Agreement from time to time (as those terms are defined therein)), and
- (b) any person which becomes a Party as a Debtor in accordance with the terms of Clause 20 (*Changes to the Parties*) of the Intercreditor Agreement

"Delegate " means any delegate, agent, attorney or co trustee appointed by the Security Agent

"Distress Event" means any of

- (a) a Secured Debt Acceleration Event (as defined in the Intercreditor Agreement), or
- (b) the enforcement of any Transaction Security

"Distressed Disposal" means a disposal of an asset subject to the Transaction Security of a member of the Group which is

- (a) being effected at the request of the Instructing Group (as defined in the Intercreditor Agreement) in circumstances where the Transaction Security has become enforceable,
- (b) being effected by enforcement of the Transaction Security, or

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Short particulars

- (c) being effected, after the occurrence of a Distress Event, by a Debtor to a person or persons which is not a member of the Group

"Enforcement" means the enforcement of the Transaction Security, the requesting of a Distressed Disposal and/or the release of claims and/or Transaction Security on a Distressed Disposal under Clause 15 2 (*Distressed Disposals*) of the Intercreditor Agreement, the giving of instructions as to actions in respect of any Transaction Security following an Insolvency Event under Clause 11 7 (*Security Agent Instructions*) of the Intercreditor Agreement and the taking of any other actions consequential on (or necessary to effect) the enforcement of the Transaction Security

"Finance Party" means

- (a) on or prior to the RCF Discharge Date, any RCF Finance Party, and
- (b) after the RCF Discharge Date, has the meaning given to the term "Finance Party" in the relevant Credit Facility Documents

"Group" means the Parent and each of its Restricted Subsidiaries for the time being

"Hedge Counterparty" means any New Hedge Counterparty which has not ceased to be a Hedge Counterparty in accordance with the Intercreditor Agreement (where each such term not defined herein, shall have the meaning given to it in the Intercreditor Agreement)

"Hedging Agreements" means any master agreement together with schedule and confirmation or any other agreement entered into or to be entered into between a Debtor and a Hedge Counterparty, in each case, for the purposes of hedging that at the time such Hedging Agreement is entered into is permitted under the terms of the Credit Facility Documents and not prohibited under the terms of the Senior Secured Notes Documents, to share in the Transaction Security.

"Hedging Liabilities" means all present and future moneys, debts and liabilities due, owing or incurred from time to time by any Debtor to any Hedge Counterparty under or in connection with any Hedging Agreement, together with any related Additional Liabilities

"Insolvency Event" means, in relation to any Debtor

- (a) any resolution is passed or order made for the winding up, dissolution, administration or reorganisation of that Debtor, a moratorium is declared in relation to any indebtedness of that Debtor or an administrator is appointed to that Debtor,
- (b) any composition, compromise, assignment or arrangement is made with any of its creditors,
- (c) the appointment of any liquidator, receiver, administrator, administrative receiver, compulsory manager or other similar officer in respect of that Debtor or any of its assets, or
- (d) enforcement of any Security over any assets of that Debtor,

or any analogous procedure or step is taken in any jurisdiction

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Short particulars	<p>“Intercreditor Agreement” means the intercreditor agreement dated 3 February 2011 and made between, among others, Crown Newco 2 Limited, Crown Newco 3 plc as Parent, The Royal Bank of Scotland Plc as RCF Agent, Deutsche Trustee Company Limited as Senior Secured Notes Trustee and Senior Unsecured Notes Trustee and the Security Agent</p> <p>“Intra-Group Borrowers” means each member of the Group who has had loans or credit made available to it by an Intra-Group Lender and which becomes a party as an Intra Group-Lender in accordance with the terms of Clause 20 (<i>Changes to the Parties</i>) of the Intercreditor Agreement, which has not ceased to be an Intra-Group Borrower in accordance with the Intercreditor Agreement</p> <p>“Intra-Group Lenders” means</p> <ul style="list-style-type: none"> (a) each Original Intra-Group Lender, and (b) each member of the Group which has made a loan available to, granted credit to or made any other financial arrangement having similar effect with another member of the Group and which becomes a party as an Intra-Group Lender in accordance with the terms of Clause 20 (<i>Changes to the Parties</i>) of the Intercreditor Agreement, <p>which in each case has not ceased to be an Intra-Group Lender in accordance with the Intercreditor Agreement</p> <p>“Issuing Bank” has the meaning given to the term “Issuing Bank” in</p> <ul style="list-style-type: none"> (a) on or prior to the RCF Discharge Date, the RCF Facility Agreement, and (b) after the RCF Discharge Date, if applicable, the relevant Credit Facility Documents <p>“Liability” means all present and future moneys, debts, liabilities and obligations due at any time of any member of the Group to any Creditor under the Debt Documents, both actual and contingent and whether incurred solely or jointly with any other person or in any other capacity, together with any related Additional Liabilities</p> <p>“Original Debtor” means the companies named in Part 5 of Schedule 1 to the Intercreditor Agreement</p> <p>“Original Intra-Group Lender” mean the companies listed in Part 1 of Schedule 1 (<i>The Parties</i>) to the Intercreditor Agreement as intra-group lenders</p> <p>“Original Shareholder Creditor” means the persons listed in Part 2 of Schedule 1 (<i>The Parties</i>) to the Intercreditor Agreement</p> <p>“Parent” means Crown Newco 3 plc</p> <p>“Pari Passu Creditors” means the lenders or other creditors in respect of any Pari Passu Debt and the Pari Passu Debt Representative(s)</p> <p>“Pari Passu Debt” means the Liabilities (that are not subordinated in right of payment to any Super Senior Liabilities or Senior Secured Notes Liabilities) owed by the Debtors in respect of any loan,</p>

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6	Short particulars of all the property mortgaged or charged
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Short particulars	<p>credit or debt facility, notes, indenture or security which are permitted, under the terms of the Senior Secured Notes Documents and the Credit Facility Documents, to share in the Transaction Security with the rights and obligations of Pari Passu Creditors as provided for in the Intercreditor Agreement, provided that the Pari Passu Creditors (or a trustee on their behalf) have acceded to the Intercreditor Agreement in accordance with Clause 20.4 (<i>Change of Senior Creditor</i>) of the Intercreditor Agreement (excluding, for the avoidance of doubt, Credit Facility Lender Liabilities and Senior Secured Notes Liabilities), together with any related Additional Liabilities</p> <p>"Pari Passu Debt Acceleration Event" means the Creditor Representative in relation to any Pari Passu Debt (or any of the other Pari Passu Creditors) exercising any acceleration rights (howsoever described) or any acceleration provisions being automatically invoked in each case under the Pari Passu Debt Documents</p> <p>"Pari Passu Debt Documents" means each document or instrument entered into between any members of the Restricted Group and a Pari Passu Creditor setting out the terms of any loan, credit or debt facility, notes, indenture or security which creates or evidences any Pari Passu Debt</p> <p>"Pari Passu Debt Representative" means the creditor representative for the Pari Passu Creditors which has acceded to the Intercreditor Agreement as a Creditor Representative of those parties</p> <p>"Party" means a party to the Intercreditor Agreement</p> <p>"Primary Creditors" means the Super Senior Creditors, the Senior Secured Notes Creditors, the Senior Unsecured Notes Creditors and the Pari Passu Creditors</p> <p>"RCF Agent" means the facility agent under the RCF Facility Agreement</p> <p>"RCF Discharge Date" means the date on which all RCF Liabilities have been fully and finally discharged to the satisfaction of the RCF Agent, whether or not as the result of an enforcement, and the RCF Finance Parties are under no further obligation to provide financial accommodation to any of the Debtors under the Debt Documents</p> <p>"RCF Facility Agreement" means the facility agreement comprising a £70,000,000 revolving credit facility (with an uncommitted additional £30,000,000 facility) made between the Obligors (as defined therein), the RCF Finance Parties and others dated on or about the date of the Intercreditor Agreement</p> <p>"RCF Finance Documents" has the meaning given to the term "Finance Document" in the RCF Facility Agreement, but excluding the Hedging Agreements</p> <p>"RCF Finance Parties" means each "Finance Party" referred to in the RCF Facility Agreement, other than the Hedge Counterparties</p> <p>"RCF Lenders" means each "Lender" referred to in the RCF Facility Agreement</p> <p>"RCF Liabilities" means the Liabilities owed by the Debtors to the RCF Finance Parties under the RCF Finance Documents, together with any related Additional Liabilities (but excluding any Hedging Liabilities)</p> <p>"Receiver" means a receiver or receiver and manager or administrative receiver or other similar</p>

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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>officer of the whole or any part of the Charged Property</p> <p>“Restricted Group” means the Parent and each Restricted Subsidiary</p> <p>“Restricted Subsidiary” has the meaning given to such term in the RCF Facility Agreement or, following the RCF Discharge Date, in the Senior Secured Notes Indenture.</p> <p>“Secured Debt Documents” means the RCF Finance Documents, the Credit Facility Documents, the Hedging Agreements, the Senior Secured Notes Documents and the Pari Passu Debt Documents</p> <p>“Secured Obligations” means all present and future monies, debts, liabilities and obligations due at any time of any member of the Group to any Creditor both actual and contingent and whether incurred solely or jointly with any other person or in any other capacity), including without limitation any amounts (such as post-insolvency interest) that would be included in any thereof but for any discharge, non-provability, unenforceability or non-allowance of those amounts in any insolvency or other proceedings, under</p> <ul style="list-style-type: none"> (a) the RCF Finance Documents, (b) the Hedging Agreements, (c) the Senior Secured Notes Documents, (d) the Pari Passu Debt Documents, (e) the Credit Facility Documents other than the RCF Finance Documents, and (f) any Additional Liabilities in respect of any Secured Debt Documents, <p>provided that (d), (e) and (f) above shall only constitute “Secured Obligations” to the extent that the Security Agent has agreed in writing with the Parent to act as security trustee in respect of them</p> <p>“Secured Parties” means the Super Senior Creditors, the Senior Secured Notes Creditors, the Pari Passu Creditors, the Arrangers, the Security Agent and any Receiver or Delegate from time to time but, in the case of a Senior Secured Notes Trustee, Arranger, Super Senior Creditor or Pari Passu Creditor, only if it is a party to the Intercreditor Agreement or has acceded to the Intercreditor Agreement, in the appropriate capacity, pursuant to Clause 20 13 (<i>Creditor/Creditor Representative Accession Undertaking</i>) of the Intercreditor Agreement</p> <p>“Security” means any charge, mortgage, pledge, lien, security interest or other encumbrance</p> <p>“Security Interests” means any charge, mortgage, pledge, lien, security interest or other encumbrance</p> <p>“Security Period” means the period commencing on the date of execution of the Charge and terminating upon discharge of the security created by the Charge by payment in full of the Secured Obligations</p> <p>“Senior Secured Noteholders” means the “Holders” as defined in the Senior Secured Notes</p>	

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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>Indenture</p> <p>“Senior Secured Notes” means the Sterling GBP 425,000,000 aggregate principal amount of 7% senior secured notes due 2018 issued by the Senior Secured Notes Issuer pursuant to the terms of the Senior Secured Notes Indenture and any additional notes issued from time to time under the Senior Secured Notes Indenture, together with any Additional Liabilities</p> <p>“Senior Secured Notes Acceleration Event” means the Senior Secured Notes Trustee or any of the Senior Secured Noteholders exercising any acceleration rights (howsoever described) or any acceleration provisions being automatically invoked in each case under section 6 02 (<i>Acceleration</i>) of the Senior Secured Notes Indenture</p> <p>“Senior Secured Notes Creditors” means the Senior Secured Noteholders and the Senior Secured Notes Trustee</p> <p>“Senior Secured Notes Documents” means</p> <ul style="list-style-type: none"> (a) the Senior Secured Notes Indenture, (b) the Senior Secured Notes, (c) the Intercreditor Agreement, (d) the Senior Secured Notes Guarantees, and (e) the Transaction Security Documents <p>“Senior Secured Notes Guarantees” means the “Note Guarantees” as defined in the Senior Secured Notes Indenture</p> <p>“Senior Secured Notes Indenture” means the senior secured note indenture dated 3 February 2011 between, among others, the Senior Secured Notes Issuer and the Senior Secured Notes Trustee, as amended from time to time</p> <p>“Senior Secured Notes Issuer” means Crown Newco 3 plc</p> <p>“Senior Secured Notes Liabilities” means the Liabilities owed by the Senior Secured Notes Issuer and the Debtors to the Senior Secured Notes Creditors under the Senior Secured Notes Documents, together with any related Additional Liabilities (but excluding any Hedging Liabilities)</p> <p>“Senior Secured Notes Trustee” means Deutsche Trustee Company Limited</p> <p>“Senior Unsecured Noteholders” means the “Holders” as defined in the Senior Unsecured Notes Indenture</p> <p>“Senior Unsecured Notes Acceleration Event” means the Senior Unsecured Notes Trustee or any of the Senior Unsecured Noteholders exercising any acceleration rights (howsoever described) or any acceleration provisions being automatically invoked in each case under section 6 02 (<i>Acceleration</i>) of the Senior Unsecured Notes Indenture</p>	

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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

“Senior Unsecured Notes Creditors” means the Senior Unsecured Noteholders and the Senior Unsecured Notes Trustee

“Senior Unsecured Notes Indenture” means the senior unsecured note indenture dated 3 February 2011 between, among others, the Senior Unsecured Notes Issuer and the Senior Unsecured Notes Trustee, as amended from time to time

“Senior Unsecured Notes Issuer” means Crown Newco 3 plc.

“Senior Unsecured Notes Trustee” means Deutsche Trustee Company Limited

“Shareholder Creditors” means,

- (a) any Original Shareholder Creditor, and
- (b) any direct or indirect shareholder (or affiliate who is not a member of the Group) of the Parent (and their respective transferees and successors) which has made a loan or financial accommodation to the Parent or another member of the Group, which is not prohibited under the terms of the Credit Facility Documents, the Senior Secured Notes Documents and the Pari Passu Debt Documents and which accedes to the Intercreditor Agreement by executing a Creditor/Creditor Representative Accession Undertaking in accordance with the Intercreditor Agreement,

which in each case has not ceased to be a Shareholder Creditor in accordance with the Intercreditor Agreement

“Super Senior Creditors” means the Credit Facility Lenders, the Hedge Counterparties and their respective Creditor Representatives

“Super Senior Liabilities” means the Credit Facility Lender Liabilities and the Hedging Liabilities

“Transaction Security” means the Security created or expressed to be created in favour of the Security Agent under or pursuant to the Transaction Security Documents

“Transaction Security Documents” means

- (a) each “Transaction Security Document” as defined in the RCF Facility Agreement or, after the RCF Discharge Date, the Credit Facility,
- (b) any other document entered into at any time by any of the Debtors creating any Security in favour of any of the Secured Parties as security for any of the Secured Obligations, and
- (c) any Security granted under any covenant for further assurance in any of the documents set out in paragraphs (a) and (b) above,

which in each case, to the extent legally possible

- (i) is created in favour of the Security Agent as trustee for the other Secured Parties

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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

in respect of their Liabilities; or

(11) in the case of any jurisdiction in which effective Security cannot be granted in favour of the Security Agent as trustee for the Secured Parties is created in favour of

(A) all the Secured Parties in respect of their Liabilities, or

(B) the Security Agent under a parallel debt structure for the benefit of all the Secured Parties



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 7480550
CHARGE NO. 2**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SHARE CHARGE DATED 4 MARCH
2011 AND CREATED BY CROWN NEWCO 3 PLC FOR SECURING
ALL MONIES DUE OR TO BECOME DUE FROM ANY MEMBER
OF THE GROUP TO ANY CREDITOR 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 17 MARCH 2011**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 21 MARCH 2011



Companies House
— for the record —



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**