

MR01

Particulars of a charge



Companies House



Go online to file this information
www.gov.uk/companieshouse

A fee is payable with this form
Please see 'How to pay' on the last page.

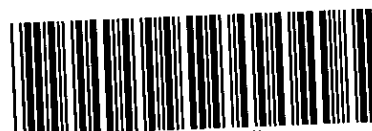
☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument.

☒ **What this form is NOT for**
You may not use this form to
register a charge with
an instrument. Use form

For further information, please
refer to our guidance notes

This form must be delivered to the Registrar for registration
21 days beginning with the day after the date of creation of
the charge. If the form is delivered outside of the 21 days it will be rejected unless it is
delivered with a court order extending the time for delivery.

You must enclose a certified copy of the instrument with this form.
The copy must be scanned and placed on the public record. **Do not send the original.**



A18
14/06/2017
#368
COMPANIES HOUSE

1 Company details

Company number 3 1 8 2 5 3 7

Company name in full Crown UK Holdings Limited

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 Charge creation date

Charge creation date 0 6 0 6 2 0 1 7

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge.

Name DEUTSCHE BANK AG NEW YORK BRANCH
(AS "SECURITY TRUSTEE")

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below.

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge.

MR01

Particulars of a charge

4	Brief description Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument. Brief description (1) Land and vehicles: All plant, machinery, vehicles, computers, office and other equipment and chattels (excluding stock-in-trade or work in progress) and all Related Property Rights (as defined in the instrument); and (2) Intellectual property: All of the property specified in Schedule 2 (Intellectual Property) in addition to such other related rights and assets (including Related Property Rights) more particularly described in the instrument.	Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument". Please limit the description to the available space.
5	Other charge or fixed security Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
6	Floating charge Is the instrument expressed to contain a floating charge? Please tick the appropriate box. <input checked="" type="checkbox"/> Yes Continue <input type="checkbox"/> No Go to Section 7 Is the floating charge expressed to cover all the property and undertaking of the company? <input checked="" type="checkbox"/> Yes	
7	Negative Pledge Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
8	Trustee statement ^① You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge. <input type="checkbox"/>	① This statement may be filed after the registration of the charge (use form MR06).
9	Signature Please sign the form here. Signature X <i>Winston & Strawn London LLP</i> X This form must be signed by a person with an interest in the charge.	

MR01

Particulars of a 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. The contact information you give will be visible to searchers of the public record.

Contact name	Daniela Cohen
Company name	Winston & Strawn London LLP
Address	CityPoint, One Ropemaker Street
Post town	London
County/Region	
Postcode	E C 2 Y 9 A W
Country	United Kingdom
DX	
Telephone	+44 20 7011 8700



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 a certified copy of the instrument with this form.
- ☐ You have entered the date on which the charge was created.
- ☐ You have shown the names of persons entitled to the charge.
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
- ☐ You have given a description in Section 4, if appropriate.
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.
- ☐ Please do not send the original instrument; it must be a certified copy.



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper.

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.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3182537

Charge code: 0318 2537 0008

The Registrar of Companies for England and Wales hereby certifies that a charge dated 6th June 2017 and created by CROWN UK HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th June 2017.

Given at Companies House, Cardiff on 21st June 2017



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

EXECUTION VERSION

DATED 6 June 2017

THE COMPANIES NAMED IN THE SCHEDULE 1
as Chargors

- and -

DEUTSCHE BANK AG NEW YORK BRANCH
as Security Trustee

SUPPLEMENTAL DEBENTURE
RELATING TO A
DEBENTURE DATED 19 DECEMBER 2013

Certified a True Copy of the Original

Dated this 13th day of June 2017

Winston & Strawn London LLP
Winston & Strawn London

Ref: /

WINSTON
& STRAWN

Winston & Strawn London LLP
CityPoint, One Ropemaker Street
London EC2Y 9AW, United Kingdom

TABLE OF CONTENTS

Clause	Headings	Page
1.	DEFINITIONS, CONSTRUCTION AND THIRD PARTY RIGHTS	1
2.	COVENANTS TO PAY.....	2
3.	SECURITY	3
4.	INCORPORATION OF PROVISIONS OF THE ORIGINAL DEBENTURE	5
5.	CONTINUATION.....	5
6.	GOVERNING LAW	5
7.	JURISDICTION OF ENGLISH COURTS	5
SCHEDULE 1	7

THIS SUPPLEMENTAL DEBENTURE is made on 6 JUNE 2017

BETWEEN:

- (1) **THE COMPANIES** named in Schedule 1 (*Chargors*) hereto as chargors (each a "**Chargor**" and together the "**Chargors**"); and
- (2) **DEUTSCHE BANK AG NEW YORK BRANCH**, 60 Wall Street, New York, New York 10005, United States of America as trustee for itself and for each of the other Secured Creditors (the "**Security Trustee**").

PREAMBLE:

- (A) Certain parties entered into the credit agreement dated 19 December 2013 and made between, amongst others, Crown Americas LLC, the subsidiary borrowers named therein, Deutsche Bank AG New York Branch as Administrative Agent, Deutsche Bank AG London Branch as U.K. Administrative Agent and the other lenders party thereto (as modified prior to the Effective Date (as defined in the Amended and Restated Credit Agreement), the "**Original Credit Agreement**"), pursuant to which the Lenders made available to the Borrowers (each as defined therein) certain credit facilities.
- (B) Pursuant to the terms of the Original Credit Agreement, certain of the Chargors executed the debenture dated 19 December 2013 in favour of the Security Trustee (the "**Original Debenture**") as continuing security for the payment, discharge and performance of the Obligations.
- (C) The Original Credit Agreement has been amended and restated by the credit agreement dated 7 April 2017 (the "**Amended and Restated Credit Agreement**") on the Effective Date thereof.
- (D) To supplement the Original Debenture to reflect the Amended and Restated Credit Agreement, each Chargor and the Security Trustee have agreed to enter into this Supplemental Debenture.

IT IS AGREED as follows:

1. DEFINITIONS, CONSTRUCTION AND THIRD PARTY RIGHTS

1.1 Definitions

Terms defined in the Amended and Restated Credit Agreement, the Original Debenture or the Security Trust Deed shall, unless otherwise defined in this Supplemental Debenture or a contrary intention appears, bear the same meanings when used in this Supplemental Debenture and the following terms shall have the following meanings.

"Security Trust Deed" means the security trust deed dated 19 December 2013 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 Limited (formerly known as Crown Packaging UK plc) and others (as Pledgors) as

supplemented by a supplemental security trust deed dated 1 October 2016 and made between the same persons.

1.2 Construction

The provisions of clauses 1.2 to 1.6 of the Original Debenture apply to this Supplemental Debenture as though they were set out in full in this Supplemental Debenture except that references to the Original Debenture are to be construed as references to this Supplemental Debenture and words such as “**herein**”, “**hereof**”, “**hereunder**”, “**hereafter**”, “**hereby**” and “**hereto**”, where they appear in the Original Debenture, shall be construed accordingly.

2. COVENANTS TO PAY

2.1 Covenant to Pay Obligations

Each Chargor covenants that it shall on demand pay to the Security Trustee the Obligations in each case when the same become due for payment or discharge whether by acceleration or otherwise, and whether such monies, obligations or liabilities are expressed or implied; present, future or contingent; joint or several; incurred as principal or surety; originally owing to the Security Trustee or purchased (whether by assignment or otherwise) or acquired in any other way by it; denominated in sterling or any other currency; or incurred on any current or other banking account or in any other manner whatsoever.

2.2 Potential Invalidity

Neither the covenant to pay in Clause 2.1 (*Covenant to Pay Obligations*) nor the obligation to pay interest pursuant to Clause 2.3 (*Interest*) nor the security created by this Supplemental Debenture shall extend to or include any liability or sum which would, but for this Clause 2.2, cause such covenant or security to be unlawful under any applicable law.

2.3 Interest

2.3.1 Each Chargor hereby agrees to pay to the Security Trustee, in respect of any amount demanded from it in accordance with this Supplemental Debenture (to the extent that interest on such amount is not otherwise being paid pursuant to any agreement between such Chargor and the relevant Secured Creditor) interest from first demand from the Security Trustee:

- (A) at the rate of interest payable or deemed to be payable by such Chargor in respect of the amount demanded as calculated and compounded in accordance with any agreement between the relevant Secured Creditor and such Chargor with respect to such amount; or
- (B) failing such agreement, at the rate per annum which is two per cent, per annum above the interest cost to the relevant Secured Creditor (as conclusively determined by that Secured Creditor in the absence of manifest error) of funding the amount demanded, such interest

being calculated daily on the basis of a 360 day year and the actual number of days elapsed and compounded at monthly rests.

2.3.2 Such interest shall accrue due on a daily basis from the demand by the Security Trustee until actual payment by the relevant Chargor (both before and after any further demand or judgment or the liquidation of such Chargor).

3. SECURITY

3.1 Creation of Fixed Security

Each Chargor charges to the Security Trustee by way of fixed charge with full title guarantee and as a continuing security for the payment and discharge of the Obligations all of its rights to and title and interest from time to time in any and each of the following:

3.1.1 all plant, machinery, vehicles, computers, office and other equipment and chattels (excluding stock-in-trade or work in progress) and all Related Property Rights;

3.1.2 (to the extent that the same are not the subject of a fixed charge under Clause 3.1.3) all Debts;

3.1.3 all Account Proceeds;

3.1.4 all of its Securities (other than the Excluded Securities and the Excluded Rights);

3.1.5 the Shares;

3.1.6 all of its Intellectual Property Rights;

3.1.7 all goodwill and uncalled capital; and

3.1.8 (to the extent not effectively assigned under Clause 3.2 (*Assignments of Insurances*)), the Insurance Policies and the Insurance Proceeds.

3.2 Assignments of Insurances

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

3.3 Preservation of Fixed Charge

Without prejudice to Clause 3.1 (*Creation of Fixed Security*) and Clause 3.2 (*Assignments of Insurances*), if, pursuant to any Financing Document, a Chargor is entitled to withdraw the proceeds of any book and other debts standing to the credit of an account and, as a result, those proceeds are in any way released from the fixed

charge created pursuant to Clause 3.1 (*Creation of Fixed Security*) and 3.2 (*Assignments of Insurances*) and stand subject to the fixed charge created pursuant Clause 3.1 (*Creation of Fixed Security*) or the floating charge created pursuant to Clause 3.4 (*Creation of Floating Charge*), the release will in no way derogate from the subsistence and continuance of the fixed charge on all other outstanding book and other debts of such Chargor and the proceeds of those debts.

3.4 Creation of Floating Charge

3.4.1 Each Chargor charges 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 its 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 the 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 Clauses 3.1 (*Creation of Fixed Security*) or 3.2 (*Assignments of Insurances*) and the whole of its property, assets, rights and revenue, situated in Scotland whatsoever present and future;

3.4.2 The floating charge created hereby is a **qualifying floating charge** for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

3.5 Automatic Crystallisation of Floating Charge

Notwithstanding anything express or implied in this Supplemental Debenture, and without prejudice to any law which may have similar effect:

3.5.1 if any Chargor, creates or attempts to create any Encumbrance other than Permitted Liens over all or any of the Charged Assets without the prior consent of the Security Trustee; or

3.5.2 any person levies any distress, execution or other process against any of the Charged Assets; or

3.5.3 a resolution is passed or an order is made for the winding up, dissolution, administration or other reorganisation of any Chargor without the prior consent of the Security Trustee,

then the floating charge created by Clause 3.4 (*Creation of Floating Charge*) will automatically (without notice) be converted into a fixed charge (a) in the case of Clauses 3.5.1 and 3.5.3, as regards all of the assets subject to the floating charge and (b) in the case of Clause 3.5.2 the relevant Charged Assets. This clause 3.5 does not apply to any property situated in Scotland from time to time.

3.6 Crystallisation on Notice of Floating Charge

Notwithstanding anything express or implied in this Supplemental Debenture, the Security Trustee may at any time:

3.6.1 upon the occurrence and during the continuance of an Enforcement Event; or

3.6.2 if the Security Trustee considers in good faith that any material part of the Charged Assets are in danger of being seized or sold as a result of any legal process or are otherwise in jeopardy;

by giving notice in writing to that effect to the relevant Chargor convert the floating charge created by Clause 3.4 (*Creation of Floating Charge*) into a fixed charge as regards any assets specified in such notice. The conversion shall take effect immediately upon the giving of the notice.

4. INCORPORATION OF PROVISIONS OF THE ORIGINAL DEBENTURE

The provisions of clause 4 to clause 25 (inclusive) of the Original Debenture shall be deemed to be incorporated into this Supplemental Debenture with all necessary modifications as if they were set out in full in this Supplemental Debenture.

5. CONTINUATION

5.1 Continuation

The Original Debenture will remain in full force and effect as supplemented by this Supplemental Debenture. From the date of this Supplemental Debenture, the Original Debenture and this Supplemental Debenture shall be read and construed together.

5.2 Additional Security

This security is to be in addition to and shall neither be merged in nor in any way exclude or prejudice or be affected by any other security or right which the Security Trustee and/or any other Secured Creditor may now or after the date of this Supplemental Debenture hold for any of the Obligations and this security may be enforced against any Chargor without first having recourse to any other rights of the Security Trustee or any other Secured Creditor.

5.3 Discharge of Obligations

To the extent that any perfection requirement or obligation to deliver original documents or notices or other documents or communications under this Supplemental Debenture has been satisfied or delivered (as applicable) by any Chargor in accordance with the terms of the Original Debenture, it is deemed to have been satisfied or delivered (as applicable) under this Supplemental Debenture.

6. GOVERNING LAW

This Supplemental Debenture and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

7. JURISDICTION OF ENGLISH COURTS

7.1 Dispute

The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Supplemental Debenture (including a dispute regarding the existence, validity or termination of this Supplemental Debenture) (a **"Dispute"**).

7.2 Convenient Forum

The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.

7.3 Other proceedings

This Clause 7 is for the benefit of the Secured Creditors only. As a result, no Secured Creditor shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Secured Creditors may take concurrent proceedings in any number of jurisdictions.

IN WITNESS whereof this Supplemental Debenture has been duly executed and delivered as a Deed on the date first above written.

SCHEDULE 1

CHARGORS

- (1) **Crown Speciality Packaging UK Limited** (Company Number 2398420) a company incorporated under the laws of England and Wales whose registered office is at James Street, PO Box 11, Carlisle, Cumbria, CA2 5AY
- (2) **Crown Aerosols UK Ltd** (Company Number 00300739) a company incorporated under the laws of England and Wales whose registered office is at Downsview Road, Wantage, Oxfordshire, OX12 9BP
- (3) **Crown UK Holdings Limited** (Company Number 3182537) a company incorporated under the laws of England and Wales whose registered office is at Downsview Road, Wantage, Oxfordshire, OX12 9BP
- (4) **CarnaudMetalbox Engineering Limited** (Company Number 00472767) a company incorporated under the laws of England and Wales whose registered office is at Dockfield Road, Shipley, West Yorkshire BD17 7AY
- (5) **CarnaudMetalbox Group UK Ltd.** (Company Number 2319796) a company incorporated under the laws of England and Wales whose registered office is at Downsview Road, Wantage, Oxfordshire, OX12 9BP
- (6) **CarnaudMetalbox Overseas Ltd.** (Company Number 00455814) a company incorporated under the laws of England and Wales whose registered office is at Downsview Road, Wantage, Oxfordshire, OX12 9BP

EXECUTED as a **DEED** by

Director for and on behalf of
CROWN UK HOLDINGS LIMITED
in the presence of:

) JOHN BEARDSLEY
)
)
)
)
)

Witness:

Name:

Address:

Occupation:



EWING MAIR

CROWN

Senior Exec Assistant

Address for Service

Address: Downsvie Road, Wantage, Oxfordshire, OX12 9BP

Attention: The Company Secretary

EXECUTED as a **DEED** by

Director for and on behalf of
CARNAUDMETALBOX
ENGINEERING LIMITED
in the presence of:

)
)
)
)
)
)
)
)

Witness:

Name:

Address:

Occupation:

Address for Service

Address: Dockfield Road, Shipley, West Yorkshire BD17 7AY

Attention: The Company Secretary

EXECUTED as a DEED by

Director for and on behalf of
CROWN UK HOLDINGS LIMITED
in the presence of:

)
)
)
)
)
)
)

Witness:

Name:

Address:

Occupation:

Address for Service

Address: Downview Road, Wantage, Oxfordshire, OX12 9BP

Attention: The Company Secretary

EXECUTED as a DEED by

Director for and on behalf of
CARNAUDMETALBOX
ENGINEERING LIMITED
in the presence of:


)
)
)
)
)
)
)

Witness:

Name:

Address:

Occupation:


Paul Browett



Nicole Louri

67 rue Arago
93400 Saint-Denis - France

Paralegal

Address for Service

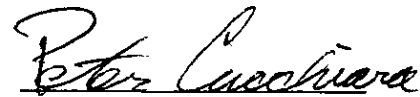
Address: Dockfield Road, Shipley, West Yorkshire BD17 7AY

Attention: The Company Secretary

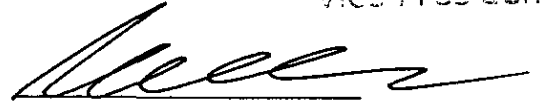
The Security Trustee

EXECUTED AS A DEED
for and on behalf of **DEUTSCHE**
BANK AG, NEW YORK BRANCH

)
)
)
)
)
)
)
)
)
)



Authorised Signatory: **Peter Cucchiara**
Vice President



Authorised Signatory: **Anca Trifan**
Managing Director

Address for Notices

Address: Deutsche Bank AG New York Branch, as Euro Collateral Agent
60 Wall Street, 43 Floor
Mail Stop NYC60-4305
New York
NY 10005

Fax: +001 212 797 5690

Attention: Peter Cucchiara