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*insert full name
of Company

COMPANIES FORM No. 395**Particulars of a mortgage or charge**

A fee of £13 is payable to Companies House in respect
of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

[S I I I]

Company number

3182537

Name of company

* Crown UK Holdings Limited (the "Chargor")

Date of creation of the charge

18 November 2005

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

Debenture dated 18 November 2005 made between (1) the Chargor and (2) Deutsche Bank AG New York Branch (as "Security Trustee") (the "Debenture").

Amount secured by the mortgage or charge

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, (see Schedule 1 for continuation).

Names and addresses of the mortgagees or persons entitled to the charge

Deutsche Bank AG New York Branch, 60 Wall Street, New York, New York 10005, United States of America

Postcode

Presenter's name address and
reference (if any):

Winston & Strawn
Bucklesbury House
3 Queen Victoria Street
London EC4N 8NH

s:/M395crown uk holdings

Time critical reference

For official Use (02/00)
Mortgage Section

Post room



LD2
COMPANIES HOUSE

433
06/12/2005

See Schedule 1 for particulars of the property charged and Schedule 2 for definitions of terms used in this Form 395 or Schedule 1.

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Please complete legibly, preferably in black type, or bold block lettering

Particulars as to commission allowance or discount (note 3)

Nil

Signed Wm Jan & Shann LLP Date 5 December 2005

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

A fee is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)

Notes

† delete as appropriate

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

SHORT PARTICULARS OF PROPERTY
MORTGAGED OR CHARGED
PURSUANT TO THE DEED

1 AMOUNT SECURED BY THE MORTGAGE OR CHARGE (continued)

or after the commencement of any case with respect to the European Borrower under any law 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.

2 SHORT PARTICULARS

- 2.1 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.

- 2.2 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.
- 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.

3 COVENANTS

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.

SCHEDULE 2

DEFINITIONS OF TERMS USED IN FORM 395 OR SCHEDULE 1, AS USED IN THE DEED

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.

Accounts means all bank accounts held by the Chargor with its bank(s) from time to time.

Additional First Priority Bank Indebtedness has the meaning given to it in the Euro Intercreditor Agreement.

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.

Additional First Priority Capital Markets Indebtedness has the meaning given to it in the Euro Intercreditor Agreement.

Additional First Priority Capital Markets Indebtedness Documents has the meaning given to it in the Euro Intercreditor Agreement.

Bank Related Cash Management Agreements has the meaning given to it in the Credit Agreement.

Bank Related Hedging Agreements has the meaning given to it in the Euro Intercreditor Agreement.

Charged Assets means the property mortgaged, charged or assigned pursuant to Clause 3 of the Debenture.

Credit Agreement means the credit agreement dated 18 November 2005 and made between, amongst others, Crown Americas LLC, Crown European Holdings S.A., Crown Holdings, Inc., Crown International Holdings, Inc., Crown Cork & Seal Company Inc., Deutsche Bank AG New York Branch and The Bank of Nova Scotia.

Credit Documents means, collectively, the Credit Agreement, the Non-U.S. Guarantee Agreement 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.

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.

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.

European Borrower means Crown European Holdings S.A..

Euro Intercreditor Agreement means the intercreditor agreement dated 18 November 2005 entered into between, amongst others, the Security Trustee and the Company.

Excluded Companies has the meaning given to the term "Excluded U.K. Companies" in the Credit Agreement.

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.

Excluded Rights means the rights and benefits arising in respect of the Excluded Securities.

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.

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).

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.

Intellectual Property Rights means:

- (A) all of the property specified in Schedule 2 of the Debenture (*Intellectual Property*); and
- (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.

Permitted Liens has the meaning given to it in the Credit Agreement.

Real Property means:

- (A) all of the freehold and/or lease property of the Chargor specified in Schedule 1 of the Debenture (*Real Property*);

- (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));
- (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
- (D) the Related Property Rights.

Related Property Rights means, in relation to the Charged Assets:

- (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);
- (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);
- (C) all Security, options, agreements, rights, easements, benefits, indemnities, guarantees, warranties or covenants for title in respect of such property or assets; and
- (D) all rights under any lease, licence or agreement for lease, sale or use in respect of such property or assets.

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.

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 Crestco Limited 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.

Security means the security created by the Debenture.

Security Trust Deed means a security trust deed dated 18 November 2005 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.

Shares means the shares listed in Schedule 3 of the Debenture.

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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03182537

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 18th NOVEMBER 2005 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 UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 6th DECEMBER 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 8th DECEMBER 2005.

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Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES