

019288 / 13
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

WEDNESDAY



L51JKWRH

LD5

17/08/2011

26

COMPANIES HOUSE

1

Company details

Company number

0 0 0 3 4 2 3 9

Company name in full

BRINTONS LIMITED (the "**Mortgagor**")

For official use
1 4

→ **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

0 0 0 8 2 0 1 1

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

Mortgage dated 9 August 2011 (the "**Mortgage**") and entered into between the Mortgagor and Carlyle Strategic Partners II Luxembourg S À R L (the "**Lender**")

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 5 to 8 of Part 6 of this Form MG01)

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 Carlyle Strategic Partners II Luxembourg S À R L as Lender

Address 67, rue Ermesinde, L-1469 Luxembourg

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

1 CHARGES AND ASSIGNMENTS**1 1 The Mortgagor with full title guarantee**

- (a) has charged by way of legal mortgage the property specified in the first schedule to the Mortgage (as set out on continuation page 8 of this Part 6) and all buildings and fixtures (including trade fixtures) from time to time on any such property as a continuing security for the payment to the Lender of the Secured Obligations,
- (b) has charged by way of fixed charge as a continuing security for the payment to the Lender of the Secured Obligations any fixed plant and machinery from time to time on any such property as is referred to in clause 4 1(a) of the Mortgage (as set out in paragraph 1 1(a) of this Part 6) and which is not included within the charge in clause 4 1 (a) of the Mortgage (as set out in paragraph 1 1(a) of this Part 6), and
- (c) (where any property referred to in clause 4 1 (a) of the Mortgage (as set out in paragraph 1 1(a) of this Part 6) is leasehold) has charged by way of fixed charge as a continuing security for the payment to the Lender of the Secured Obligations any present or future right or interest conferred upon the Mortgagor in relation thereto by virtue of any Enfranchising Legislation including any rights arising against any nominee purchaser pursuant thereto

1 2 The Mortgagor with full title guarantee has assigned to the Lender all amounts owing at the date of Mortgage or thereafter to the Mortgagor by way of

- (a) rent (but excluding ground rent, service charge and any sums payable in respect of any services provided to any tenant or payable in respect of insurance premiums) by any tenant (whether present or future) of the Mortgaged Property,

Please see continuation pages 1 to 8 of this Part 6 of this Form MG01 attached hereto

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 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 *Latham & Watkins* 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 Catherine Aebischer

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 017637-1153

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

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>(b) has charged by way of fixed charge as a continuing security for the payment to the Lender of the Secured Obligations any fixed plant and machinery from time to time on any such property as is referred to in clause 4 1(a) of the Mortgage (as set out in paragraph 1 1(a) of this Part 6) and which is not included within the charge in clause 4 1 (a) of the Mortgage (as set out in paragraph 1 1(a) of this Part 6), and</p> <p>(c) (where any property referred to in clause 4 1 (a) of the Mortgage (as set out in paragraph 1 1(a) of this Part 6) is leasehold) has charged by way of fixed charge as a continuing security for the payment to the Lender of the Secured Obligations any present or future right or interest conferred upon the Mortgagor in relation thereto by virtue of any Enfranchising Legislation including any rights arising against any nominee purchaser pursuant thereto</p> <p>1 2 The Mortgagor with full title guarantee has assigned to the Lender all amounts owing at the date of the Mortgage or thereafter to the Mortgagor by way of</p> <p>(a) rent (but excluding ground rent, service charge and any sums payable in respect of any services provided to any tenant or payable in respect of insurance premiums) by any tenant (whether present or future) of the Mortgaged Property,</p> <p>(b) licence fee by any licensee (whether present or future) of the Mortgaged Property,</p> <p>(c) service charge and sums payable in respect of services provided to any tenant or payable in respect of insurance premiums by any tenant (whether present or future) of the Mortgaged Property,</p> <p>(d) rent deposit and purchase deposit, and</p> <p>(e) any other amounts (including without limitation ground rents, rent charges, and dilapidations) payable by any tenant licensee or occupier (in any such case whether present or future) of the Mortgaged Property,</p> <p>and in each case the proceeds thereof and all rights to recover such amounts and, subject to re-assignment on payment of the Secured Obligations</p> <p>1 3 The Mortgagor with full title guarantee has charged as a continuing security for the payment to the Lender of the Secured Obligations</p> <p>(a) by way of fixed charge all present and future amounts owing to the Mortgagor by way of rent (but excluding ground rent, service charge and any sums payable in respect of services provided to any tenant or payable in respect of insurance premiums) by any tenant (whether present or future) of the Mortgaged Property (and the proceeds thereof),</p> <p>(b) by way of fixed charge all present and future amounts owing to the Mortgagor by way of licence fee by any licensee (whether present or future) of the Mortgaged Property (and the proceeds thereof),</p> <p>(c) by way of fixed charge all present and future amounts owing to the Mortgagor in respect of service charge and sums payable in respect of services provided to any tenant or payable in respect of insurance premiums by any tenant (whether present 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>future) of the Mortgaged Property (and the proceeds thereof),</p> <p>(d) by way of fixed charge all present and future amounts owing to the Mortgagor by way of insurance claims in connection with the Mortgaged Property (and the proceeds thereof),</p> <p>(e) by way of fixed charge all present and future amounts owing or which may become owing to the Mortgagor under any building, construction or development contract entered into in connection with the Mortgaged Property or by virtue of the Mortgagor's rights under any retention or other trusts in connection therewith, whether or not any certificate as to the amount due has been issued in respect thereof (and the proceeds thereof),</p> <p>(f) by way of fixed charge all present and future book and other debts other monetary claims and choses in action owing or belonging to the Mortgagor and arising in connection with the Mortgaged Property or any business at any time carried on thereat (insofar as not charged by 4 3(a) - 4 3(e) inclusive of the Mortgage (as set out in paragraphs 1 3(a) - 1 3(e) of this Part 6)) (including without limitation any ground rents, rent charges, rent deposits, purchase deposits, dilapidations and monies payable to the Mortgagor pursuant to any Enfranchising Legislation) (and in each case the proceeds thereof), and</p> <p>(g) by way of floating charge all the Mortgaged Chattels.</p> <p>1 4 The Mortgagor with full title guarantee has assigned to the Lender the goodwill of the business (if any) carried on at the date of the Mortgage or any time thereafter by the Mortgagor at the Mortgaged Property and the full benefit of the Mortgaged Licences (if any) and also the full right to recover and receive all compensation which may at any time become payable to the Mortgagor by virtue of the Licensing Act 2003 or any other statutory enactment, subject to re-assignment upon payment of all the Secured Obligations</p> <p>1 5</p> <p>(a) The Mortgagor with full title guarantee has assigned to the Lender the benefit of all guarantees or covenants by any surety or sureties of any of the lessee's obligations under any existing lease or underlease of the Mortgaged Property, subject to re-assignment upon payment of all the Secured Obligations</p> <p>(b) The Mortgagor shall at any time if and when required by the Lender execute to the Lender or as the Lender shall direct an assignment or assignments of the benefit of all guarantees or covenants by any surety or sureties of any of the lessee's obligations under any lease or underlease of the Mortgaged Property granted after the date of the Mortgage to secure the Secured Obligations, such assignments to be prepared by or on behalf of the Lender at the cost of the Mortgagor and to contain all such clauses for the benefit of the Lender as the Lender may require</p> <p>1 6 Where the Mortgagor (by virtue of an estate or interest in the Mortgaged Property) is or becomes entitled to a share or shares in any company connected with the Mortgaged Property</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

- (a) the Mortgagor with full title guarantee has charged by way of fixed charge the entitlement to such share or shares, and such share or shares when issued and all rights, benefits and advantages at any time arising in respect of the same (hereinafter called the "**Share(s)**") as a continuing security for the payment to the Lender of the Secured Obligations, and
- (b) subject to the rights of the holder(s) for the time being of any Prior Mortgage(s), the Mortgagor shall (if the Lender so requires) transfer the Share(s) to the Lender or as the Lender shall direct and shall deposit the certificate(s) relating to the Share(s) with the Lender
- 1 7 The Mortgagor with full title guarantee has assigned to the Lender the Intellectual Property Rights that arise in connection with the business (if any) carried on at the date of the Mortgage or at any time thereafter by the Mortgagor at the Mortgaged Property, subject to re-assignment on payment of all the Secured Obligations
- 1 8 The security constituted by the Mortgage shall extend to all beneficial interests of the Mortgagor in the Mortgaged Assets and to any proceeds of sale or other realisation thereof or of any part thereof
- 1 9 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created by the Mortgage
- 1 10 The Mortgagor has represented and warranted that, at the date that the Mortgagor executed the Mortgage, the Mortgagor has made full disclosure in writing to the Lender of
 - (a) any information relating to each part of the Mortgaged Assets and each right held by any other person in relation to any part of the Mortgaged Assets which, in each case, would be material to the Lender in relation to the appropriateness or adequacy of any part of the Mortgaged Assets as security for the Secured Obligations, and
 - (b) each matter in respect of which the Lender has requested information from the Mortgagor in connection with the Mortgage
- 2 **RESTRICTIONS**
- 2 1 The Mortgagor shall not without the prior written consent of the Lender
 - (a) sell, assign, license, sub-license, discount, factor or otherwise dispose of or deal in any other way with, the Mortgaged Assets (other than the Mortgaged Chattels) subject as provided in clause 5 5 (a) of the Mortgage,
 - (b) sell or otherwise dispose of all or any part of the Mortgaged Chattels except by way of sale, assignment, licence or sub-licence in the ordinary course of business,
 - (c) create or permit to subsist or arise any mortgage, debenture, hypothecation, charge, assignment by way of security, pledge or lien or any other encumbrance or security whatsoever (other than the Prior Mortgage(s) and a lien over any Chattels arising by operation of law in the ordinary course of the Mortgagor's business as conducted during the 12 months preceding the date when the lien first came into existence) over

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>all or any part of the Mortgaged Assets, or</p> <p>(d) enter into any contractual or other agreement or arrangement which has or may have an economic effect similar or analogous to any such encumbrance or security as would be prohibited by sub-clause 5 1 (c) of the Mortgage (as set out in paragraph 1 1(c) of this Part 6)</p> <p>3 FURTHER ASSURANCE</p> <p>3 1 The Mortgagor shall at any time if and when required by the Lender execute and deliver to the Lender or as the Lender shall direct such further legal or other assignments, mortgages, securities, charges, agreements and other legal documentation as the Lender shall require of and on all or any of the Mortgaged Assets to secure payment of the Secured Obligations Such assignments, mortgages, securities, charges agreements or other legal documentation shall be prepared by or on behalf of the Lender at the cost of the Mortgagor and shall contain all such clauses for the benefit of the Lender as the Lender may require including without limitation if so required by the Lender, in the case of a mortgage or charge on the Mortgaged Property, any such clauses as are contained in any of the Lender's standard forms of mortgage from time to time</p> <p>3 2 The Mortgagor shall at any time if and when required by the Lender and at the Mortgagor's cost give notice to such persons as the Lender may require of the assignments, mortgages and charges effected by the Mortgage and any such further legal or other assignments, mortgages, securities, charges, agreements and other legal documentation, and shall take do or execute such steps, acts, deeds, documents and things as the Lender may consider necessary or desirable to give effect to and procure the perfection, of the security intended to be granted by the Mortgage or any such further legal or other assignments, mortgages, securities, charges, agreements or other legal documentation</p> <p>4 POWER OF ATTORNEY</p> <p>4 1 For the purpose of securing the payment of the Secured Obligations and for securing any proprietary interest which the Lender has in any of the Mortgaged Assets, the Mortgagor has irrevocably appointed the Lender and the persons deriving title under it, and its and their substitutes and any receiver or receivers appointed under the Mortgage (the "Attorney") jointly and also severally to be the Mortgagor's true and lawful attorney For the purposes aforesaid the Attorney shall have the right to do anything which the Mortgagor may lawfully do and all the rights and powers which may lawfully be given to an attorney including, without prejudice to the generality of the foregoing</p> <p>(a) the right to do anything to procure or carry out the performance of the Mortgagor's obligations under the Mortgage and anything to facilitate the exercise of the Lender's rights under the Mortgage,</p> <p>(b) the right to act in the name of the Mortgagor,</p> <p>(c) the right to delegate and sub-delegate any or all of the rights of the Attorney, and</p> <p>(d) the right to sign, execute, seal, deliver and otherwise perfect</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	<div data-bbox="462 459 1514 620"> <p>(i) any documents or instruments which the Lender or any receiver may require for perfecting the title of the Lender to the Mortgaged Assets or for vesting the same in the Lender, its nominees or any purchaser, and</p> <p>(ii) any further security documentation referred to in clause 6</p> </div> <p>4 2 The Mortgagor has ratified and shall ratify everything done or purported to be done by the Attorney</p> <p>DEFINITIONS</p> <p>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</p> <p>“Chattels” means all stock, goods, moveable plant, machinery, implements, utensils, furniture and equipment now or from time to time placed on or used in or about (but not forming part of) the Mortgaged Property</p> <p>“Enfranchising Legislation” means any legislation conferring upon a tenant or tenants of property (whether individually or collectively with other tenants of that or other properties) the right to acquire a new lease of that property or to acquire, or require a nominee to acquire, the freehold or any intermediate reversionary interest in that property including (without limitation) the Leasehold Reform Act 1967 the Leasehold Reform, Housing and Urban Development Act 1993 and the Commonhold and Leasehold Reform Act 2002 but does not include Part II of the Landlord and Tenant Act 1954</p> <p>“Environmental Law” means all laws (statutory, common law or otherwise) including, without limitation, circulars, guidance notes and codes of practice from time to time regulating the control and prevention of pollution to land water or atmosphere and/or the carrying on of any process or activity on premises and any emissions from and all waste produced by such process or activity and any chemicals or substances relating to the same whether relating to health and safety, the work place, the environment or the provision of energy (including, without limitation, the Health and Safety at Work etc Act 1974, the Control of Pollution Act 1974, the Environmental Protection Act 1990, the Environment Act 1995, the Water Industry Act 1991, the Water Resources Act 1991, the Statutory Water Companies Act 1991, the Water Consolidation (Consequential Provisions) Act 1991, the Water Act 2003, the Clean Air Act 1993, the Alkali, etc , Works Regulation Act 1906, the Planning (Hazardous Substances) Act 1990, the Public Health Acts and the Radioactive Substances Act 1993 and any European Union directives or regulations regulating the same) from time to time in force and any instrument, plan, regulation, permission, authorisation, order or direction made or issued thereunder or deriving validity therefrom</p> <p>“Environmental Licence” means any permit, licence, authorisation, consent or other approval required by or given pursuant to any Environmental Law</p> <p>“Facility Documents” means together</p> <div data-bbox="399 1937 1514 2040"> <p>(a) the term facility letter dated 4 June 2010 from Lloyds TSB Bank plc to the Mortgagor, Brintons Overseas Holdings Limited and Brintons (China) Limited relating to a term facility of up to £5,000,000 (present limit £4,000,000) as amended in accordance with</p> </div>

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 terms of a letter agreement dated 25 May 2011, a further letter agreement dated 1 November 2010, a further letter agreement dated 20 December 2010, a further letter agreement dated 27 January 2011 and a further letter agreement dated 1 July 2011 and as assigned to the Lender in accordance with a deed of transfer dated on or about the date of the Mortgage and as further amended on or about such date,

- (b) the term facility letter dated 4 June 2010 from Lloyds TSB Bank plc to Brintons Overseas Holdings Limited and Brintons (China) Limited relating to a term facility of up to £1,700,000 as amended in accordance with the terms of a letter agreement dated 25 May 2011, a further letter agreement dated 1 November 2010, a further letter agreement dated 20 December 2010, a further letter agreement dated 27 January 2011 and a further letter agreement dated 1 July 2011 and as assigned to the Lender in accordance with a deed of transfer dated on or about the date of the Mortgage and as further amended on or about such date,
- (c) the overdraft facility letter dated 4 June 2010 from Lloyds TSB Bank plc to the Mortgagor relating to an overdraft facility of up to £5,300,000 to be made available to the Mortgagor, as amended in accordance with the terms of a letter agreement dated 15 June 2010, a further letter agreement dated 25 May 2011 and a further letter agreement dated 1 July 2011 and as assigned to the Lender in accordance with a deed of transfer dated on or about the date of the Mortgage and as further amended on or about such date (the "Core Overdraft Facility Letter"),
- (d) the overdraft facility letter dated 4 June 2010 from Lloyds TSB Bank plc to the Mortgagor relating to an overdraft facility of up to £4,000,000 to be made available to the Mortgagor, Brintons Overseas Holdings Limited and Brintons (China) Limited, as amended in accordance with the terms of a letter agreement dated 15 June 2010, a further letter agreement dated 25 May 2011 and a further letter agreement dated 1 July 2011 and as assigned to the Lender in accordance with a deed of transfer dated on or about the date of the Mortgage and as further amended on or about such date,
- (e) the omnibus guarantee & set-off agreement (with admission and release provisions) dated 9 October 2008 and made between Lloyds TSB Bank plc and the Mortgagor, Brintons Overseas Holdings Limited, Oldington Leisure Limited, William Brinton Limited and Woodward Grosvenor & Co Limited and as assigned to the Lender in accordance with a deed of transfer dated on or about the date of the Mortgage,
- (f) the term facility letter dated on or about the date of the Mortgage from the Lender to the Mortgagor, Brintons Overseas Holdings Limited and Brintons (China) Limited relating to a term facility of up to £5,132,063,
- (g) the omnibus guarantee & set-off agreement (with admission and release provisions) dated on or about the date of the Mortgage and made between the Lender and the Mortgagor, Brintons Overseas Holdings Limited, Oldington Leisure Limited, William Brinton Limited, Woodward Grosvenor & Co Limited and Brintons (China) Limited, and
- (h) any other agreement or instrument entered into in connection with any of the documents referred to in paragraphs (a) to (g) above (inclusive) and any other

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

document designated as a Facility Document by the Lender and the Mortgagor

“Intellectual Property Rights” means

- (a) all present and future copyrights, patents, designs, trademarks, service marks, brand names, inventions, design rights, know-how, formulas, confidential information, trade secrets, computer software programmes, computer systems and all other intellectual property rights whatsoever without any limitation, whether registered or unregistered, in all or any part of the world in which the Mortgagor is legally, beneficially or otherwise interested,
- (b) the benefit of any pending applications for the same and all benefits deriving therefrom and thereunder including but not limited to royalties, fees, profit sharing agreements and income arising therefrom and all licences in respect of or relating to any intellectual property rights, whether such licences are granted to the Mortgagor or granted by the Mortgagor, and
- (c) every item of physical material of any description or type whatever in or in respect of which intellectual property rights may subsist and in respect of each such item the original copy or version or variant owned by, produced by or delivered to or obtained by the Mortgagor and any rejected and surplus materials associated or connected with or forming part of the foregoing which shall include, without limitation, any and all manuals and translations thereof, log books, designs, sketches, algorithms, calculations, diagrams, computations, source codes, models, prototypes, apparatus, computer programmes, photographs, books and other records in any medium, electronic data and any other material of any description whatever in which intellectual property may be incorporated

“Mortgages Assets” means the Mortgaged Property and all of the other assets, rights and properties assigned, mortgaged or charged under or pursuant to the Mortgage, and such expression shall include all or any part thereof

“Mortgaged Chattels” means all present and future Chattels belonging to the Mortgagor or in which the Mortgagor has any interest

“Mortgaged Licences” means all present and future licences, permits, consents and authorisations (if any) (including Environmental Licences to the extent they are capable of being charged) held in connection with any business at any time carried on by the Mortgagor at the Mortgaged Property

“Mortgaged Property” means the property, assets, rights and interests charged by clause 4 1 of the Mortgage (as set out in paragraph 1 1 of this Part 6) and such expression shall include all or any part thereof

“Prior Mortgages” means the prior mortgage(s) or charge(s) (if any) mentioned in the second schedule to the Mortgage

“Secured Obligations” means all money, obligations or liabilities due, owing or incurred to the Lender by the Mortgagor under any Facility Document at present or in future, whether actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, together with all interest accruing thereon and all losses incurred by the Lender in

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

connection therewith, and in addition

- (a) all money and liabilities and other sums agreed under the Mortgage to be paid by the Mortgagor to the Lender, and
- (b) all other money and liabilities expressed to be secured by the Mortgage (including, without limitation, any expenses and charges arising out of or in connection with the acts or matters referred to in clauses 12, 13, 14, 16, 20 and 29 of the Mortgage) and all other obligations and liabilities of the Mortgagor under the Mortgage,

provided that the Mortgage does not secure or otherwise create any right in favour of the Lender (including without limitation any rights of set-off) directly or indirectly in relation to indebtedness arising under the Core Overdraft Facility Letter but for the avoidance of doubt all of the Lender's other rights of set-off whether existing under general law or pursuant to any omnibus guarantee and set off agreement (and any deed of admission to such document) or otherwise shall continue in full force and effect and shall not be affected by the indebtedness under the Core Overdraft Facility Letter being excluded from being so secured.

Mortgaged Property

The property known as or being Exchange Street, Kidderminster, Worcs DY10 1AG



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 34239
CHARGE NO. 14**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A MORTGAGE DATED 9 AUGUST
2011 AND CREATED BY BRINTONS LIMITED FOR SECURING
ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY
TO CARLYLE STRATEGIC PARTNERS II LUXEMBOURG S.A.R.L.
AS LENDER 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 AUGUST 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 18 AUGUST 2011



Companies House
— for the record —

P



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES