

019292/13
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 Scottish
company. To do this, please use
form MG01s

WEDNESDAY



L51J8WR5

LD5

17/08/2011

38

COMPANIES HOUSE

for official use

1

Company details

Company number 0 1 3 5 1 6 4 8

Company name in full BRINTONS OVERSEAS HOLDINGS LIMITED (the "Chargor")

Filing in this form

Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2

Date of creation of charge

Date of creation / d0 d9 m0 m8 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

Debenture dated 9 August 2011 (the "Debenture") and entered into between the Chargor 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 6 to 9 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

1 1 The Chargor with full title guarantee has charged with the payment of the Secured Obligations and so that the charges created by the Debenture shall be a continuing security

First The freehold and leasehold property (if any) of the Chargor both present and future including (without prejudice to the generality of the foregoing) the properties (if any) specified in the schedule to the Debenture (and, where any such property is leasehold, any present or future right or interest conferred upon the Chargor in relation thereto by virtue of any Enfranchising Legislation including any rights arising against any nominee purchaser pursuant thereto) and all buildings and fixtures (including trade fixtures) fixed plant and machinery from time to time on any such property and all liens, mortgages, charges, options, agreements and rights, titles and interests (whether legal or equitable) of the Chargor in or over land of whatever description both present and future

Secondly All the right, title and interest of the Chargor in all fixed plant and machinery on any freehold or leasehold property forming part of the Charged Property from time to time hired, leased or rented by the Chargor from third parties or acquired by the Chargor from third parties on a hire, instalment or conditional purchase basis including (without prejudice to the generality of the foregoing) the Chargor's right to any refund of rentals or other payments

Thirdly All book debts (including without limitation any book debts which are Non-Vesting Debts) both present and future due or owing to the Chargor or in which the Chargor is legally, beneficially or otherwise interested (and the proceeds thereof) and the benefit of all rights relating thereto including (without prejudice to the generality of the

Please see continuation pages 1 to 9 of this Part 6 of this Form MG01 attached hereto

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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 + Wether*

X

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

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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

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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>foregoing) the Related Rights, negotiable or non-negotiable instruments, legal and equitable charges, reservation of proprietary rights, rights of tracing and unpaid vendors' liens and similar and associated rights</p> <p>Fourthly All other debts (including without limitation any other debts which are Non-Vesting Debts), claims, rights and choses in action both present and future of the Chargor or in which the Chargor is legally, beneficially or otherwise interested (and the proceeds thereof) including (without prejudice to the generality of the foregoing)</p> <ul style="list-style-type: none"> (a) deposits and credit balances held by the Chargor with the Lender or any third party from time to time both present and future (including choses in action which give rise or may give rise to a debt or debts) owing to the Chargor (and the proceeds thereof), (b) any amounts owing to the Chargor by way of rent, licence fee, service charge or dilapidations by any tenant or licensee (in each case whether present or future) of any freehold or leasehold property from time to time forming part of the Charged Property and any ground rents and rent charges, rent deposits and purchase deposits owing to the Chargor (and, in each case, the proceeds thereof), (c) without prejudice to paragraph (d) below, any amounts owing or which may become owing to the Chargor under any building, construction or development contract or by virtue of the Chargor's rights under any retention or other trusts, whether or not any certificate as to the amount due has been issued in respect thereof (and the proceeds thereof), (d) without prejudice to paragraph (e) below, all rights (and the proceeds of such rights) present or future, actual or contingent, arising under or in connection with any contract whatsoever in which the Chargor has any right, title or interest (including, without limitation, all policies and contracts of insurance and assurance), (e) any amounts owing or which may become owing to the Chargor by way of damages, compensation or otherwise under any judgment or order of any competent authority howsoever arising or by way of settlement or compromise of any legal proceedings, and (f) the benefit of all rights relating to such debts, claims, rights and choses in action including (without prejudice to the generality of the foregoing) such rights as are Thirdly described in this sub-clause <p>Fifthly Where the Chargor for the time being carries on any business comprising or relating to the provision of credit (as defined by Section 9 of the Consumer Credit Act 1974) or any business comprising or relating to the bailment or (in Scotland) the hiring of goods</p> <ul style="list-style-type: none"> (a) the full benefit of and all rights under the Credit Agreements, including all money payable under or in respect of the Credit Agreements, (b) the full benefit of and all rights under the Hiring Agreements, including all money payable under or in respect of the Hiring Agreements, (c) the full benefit of and all rights relating to the Instalment Credit Agreements including all legal and equitable charges and other securities and guarantees and the other rights

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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

and remedies expressly or impliedly reserved by the Instalment Credit Agreements and by such securities and guarantees,

- (d) the Chargor's present and future rights and interests (if any) in and to any chattels comprised in the Instalment Credit Agreements or securities and guarantees provided in relation thereto including (without prejudice to the generality of the foregoing) any right to damages relating thereto and the benefit of any warranties given in respect thereof insofar as the property or any interest in such chattels remains vested in the Chargor, and
- (e) the full benefit of the Chargor's rights and interests (if any) in and to all insurance effected by the Chargor or by any other person of any chattels comprised in any Instalment Credit Agreements or any security or guarantee provided in relation thereto

Sixthly

the Charged Securities,

- (a) all rights in respect of or incidental to the Charged Securities, and
- (b) the Interests in Securities

Seventhly The Intellectual Property Rights

Eighthly The goodwill and the uncalled capital of the Chargor both present and future

Ninthly All other plant and machinery, fittings and equipment (not in any such case being the Chargor's stock-in-trade or work in progress) belonging to the Chargor at the date of the Debenture or at any time thereafter or in which the Chargor is legally, beneficially or otherwise interested, wherever situated and whether or not affixed to any freehold or leasehold property of the Chargor

Tenthly All the rights, interests and benefits of the Chargor under any present or future hire-purchase, conditional sale, credit sale, leasing or rental agreement to which the Chargor is a party in the capacity of hirer, purchaser or lessee including (without prejudice to the generality of the foregoing) the Chargor's right to any refund of rentals or other payments

Eleventhly The undertaking and all property and assets of the Chargor both present and future including (without prejudice to the generality of the foregoing) heritable property and all other property and assets in Scotland and the Charged Property First, Secondly, Thirdly, Fourthly, Fifthly, Sixthly, Seventhly, Eighthly, Ninthly, and Tenthly described (if and in so far as the charges thereon or on any part or parts thereof herein contained shall for any reason be ineffective as fixed charges)

- 1 2 The security created by the Debenture shall as regards the Charged Property First, Secondly, Thirdly, Fourthly, Fifthly, Sixthly, Seventhly, Eighthly, Ninthly and Tenthly described be first fixed charges (and as regards all those parts of the Charged Property First described at the date of the Debenture vested in the Chargor shall constitute a charge by way of legal mortgage thereon) and as regards the Charged Property Eleventhly described

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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>shall be a first floating charge</p> <p>1 3 The security constituted by the Debenture shall extend to all beneficial interests of the Chargor in the Charged Property and to any proceeds of sale or other realisation thereof or of any part thereof</p> <p>1 4 The Debenture shall bind the Chargor as a continuing security for the Secured Obligations notwithstanding that the liabilities of the Chargor to the Lender may from time to time be reduced to nil</p> <p>1 5 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created by the Debenture</p> <p>1 6 The Chargor has represented and warranted that at the date that the Chargor executed the Debenture the Chargor had made full disclosure in writing to the Lender of</p> <p>(a) any information relating to each part of the Charged Property and each right held by any other person in relation to any part of the Charged Property which, in each case, would be material to the Lender in relation to the appropriateness or adequacy of any part of the Charged Property as security for the Secured Obligations, and</p> <p>(b) each matter in respect of which the Lender has requested information from the Chargor in connection with the Debenture</p> <p>2 RESTRICTIONS</p> <p>2 1 The Chargor shall not without the prior written consent of the Lender</p> <p>(a) sell, assign, license, sub-license, discount, factor or otherwise dispose of, or deal in any other way with, the Charged Property (other than the Charged Property Eleventhly described) subject as provided in clause 5.7(a) of the Debenture,</p> <p>(b) 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 upon the Charged Property except a lien arising by operation of law in the ordinary course of the Chargor's business as conducted during the 12 months preceding the date when the lien first came into existence or any other encumbrance existing on the date hereof or otherwise consented to by the Lender,</p> <p>(c) 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(b) of the Debenture (as set out in paragraph 2 1(b) of this Part 6),</p> <p>(d) transfer, sell or otherwise dispose of the whole or any material part of the Charged Property Eleventhly described whether by a single transaction or a number of transactions whether related or not except by way of sale at full value in the usual course of trading as transacted at the date of the Debenture,</p> <p>(e) vary or purport to vary any Instalment Credit Agreement or any security or guarantee</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>provided in relation thereto or give any consents or licences under the terms of any Instalment Credit Agreement or any security or guarantee provided in relation thereto provided that the Chargor shall not be prohibited by this covenant from agreeing to any such variation or giving any such licence or consent if to do so would not materially and adversely affect the value to the Lender for security purposes of such Instalment Credit Agreement or such security or guarantee and if to do so would not affect the validity or enforceability of such Instalment Credit Agreement or such security or guarantee, or</p> <p>(f) enter into any agreement with a financier, provider of money, creditor or any other party whatsoever (hereinafter called the "Financier") which has the economic effect of, or an economic effect similar to that of, providing security in respect of or in connection with the provision of finance or credit by the Financier and which involves or may involve one or more of the following</p> <p>(i) sales, agreements for sale or transfers of any property or rights whatsoever to the Financier, and/or</p> <p>(ii) sales, agreements for sale or transfers actually or potentially on behalf of the Financier to any third party whatsoever, and/or</p> <p>(iii) the grant or possible grant of authority by the Financier for sales, agreements for sale or transfers of the nature set out in sub-clause 5 1(f)(ii) of the Debenture</p> <p>3 FURTHER ASSURANCE AND NOTICE OF CRYSTALLISATION</p> <p>3 1 The Chargor 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 or other legal documentation as the Lender shall require of and on all or any of the Charged Property 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 Chargor 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 any freehold or leasehold property, any such clauses as are contained in any of the Lender's standard forms of mortgage from time to time (or are otherwise consistent with then market practice for transactions of the same nature) and, in the case of securities over heritable property, any such clauses as are contained in any of the Lender's standard forms of standard security from time to time (or are otherwise consistent with then market practice for transactions of the same nature)</p> <p>3 2 The Chargor shall at any time if and when required by the Lender and at the Chargor's cost give notice to such persons as the Lender may require of the charges effected by the Debenture and any such further legal or other assignments, mortgages, securities, charges, agreements or 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 Debenture or any such further legal or other assignments, mortgages, securities, charges, agreements or</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

other legal documentation

3 3 On each occasion that the Chargor acquires, or any nominee on the Chargor's behalf acquires, any property the title to which is registered or required to be registered under the Land Registration Act 2002, the Chargor shall immediately notify the Lender in writing of such acquisition and each relevant title number or if the land is unregistered the Chargor shall procure that title to that property is duly and promptly registered (as applicable) and in any event the Chargor shall procure that the Debenture is noted on the register with an agreed notice and the Chargor shall apply for a restriction in the terms referred to in sub-clause 5 2 of the Debenture

3 4 Without prejudice to the security constituted by the Debenture the Lender may at any time (either before or after demand has been made by the Lender for payment of the money secured by the Debenture) by notice in writing to the Chargor convert the floating charge created by sub-clause 4 1 of the Debenture (as set out in paragraph 1 1 of this Part 6) has over the Charged Property Eleventhly described with immediate effect into a fixed charge as regards any of the Charged Property Eleventhly described specified in the notice

3 5 If, without the Lender's prior written consent, any security comes into existence in favour of a third party in relation to any part of the Charged Property Eleventhly described or if any person carries out, or attempts to carry out, any enforcement or process (including any distress, execution, taking of possession, forfeiture or sequestration) against any of the Charged Property Eleventhly described, the floating charge over such property shall automatically and instantly convert to, and have effect as, a fixed charge

4 POWER OF ATTORNEY

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 Charged Property, the Chargor 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 Debenture (the "**Attorney**") jointly and also severally to be the Chargor's true and lawful attorney For the purposes aforesaid the Attorney shall have the right to do anything which the Chargor 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

(a) the right to do anything to procure or carry out the performance of the Chargor's obligations under the Debenture and anything to facilitate the exercise of the Lender's rights under the Debenture,

(b) the right to act in the name of the Chargor,

(c) the right to delegate and sub-delegate any or all of the rights of the Attorney,

(d) the right to sign, execute, seal, deliver and otherwise perfect

(i) any documents or instruments which the Lender or any receiver may require for perfecting the title of the Lender to the Charged Property or for vesting the same in the Lender, its nominees or any purchaser, and

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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

(11) any further security documentation referred to in clause 7 of the Debenture

4 2 The Chargor has ratified and shall ratify everything done or purported to be done by the Attorney

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

“Charged Property” means the undertaking, assets, properties, revenues, rights and benefits First, Secondly, Thirdly, Fourthly, Fifthly, Sixthly, Seventhly, Eighthly, Ninthly, Tenthly and Eleventhly described in sub-clause 4 1 of the Debenture (as set out in paragraph 1 1 of this Part 6) and references to the Charged Property include references to any part of it

“Charged Securities” means

- (a) all those Securities which (or the certificates of which) are now or may at any time in the future be
 - (i) lodged with or held (in certificated or uncertificated form) by the Lender or its agents on behalf or for the account of the Chargor, or
 - (ii) transferred to or registered in the name of the Lender or its nominee(s) on behalf or for the account of the Chargor, or
 - (iii) held (whether in certificated or uncertificated form) by any person other than the Chargor for or to the order of the Lender or its nominee(s) at the request of or by arrangement with the Chargor, or
 - (iv) held in uncertificated form by a member of CREST or any other similar system (including the Chargor itself if a member of CREST or other similar system) where the Lender or its nominee(s) may to the exclusion of the member of the system direct the transfer of such Securities,

(whether lodged, held, transferred or registered for safe custody, collection, security or for any specific purpose or generally and either before or after the date of the Debenture), and
- (b) the benefit of all agreements, arrangements, undertakings or accounts under which any person holds on behalf of or on trust for the Chargor or has an obligation to deliver or transfer, any such Securities to the Chargor or to the order of the Chargor, and
- (c) all those Securities held by the Chargor in any subsidiary undertaking as defined in Section 1162 (together with Schedule 7) of the Companies Act 2006

“Credit Agreements” means all agreements entered into at the date of the Debenture or thereafter by the Chargor under which the Chargor has provided or agreed to provide credit (as defined by

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section 9 of the Consumer Credit Act 1974) to any person of any amount and all agreements entered into at the date of Debenture or thereafter by any person other than the Chargor under which credit (as so defined) is provided or agreed to be provided and the benefit of which is assigned to or otherwise vested in the Chargor

“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 the acquisition by a nominee of the freehold or any intermediate reversionary interest in that property including (without limitation) the Leasehold Reform Act 1967 and 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

“Facility Documents” means together

- (a) the term facility letter dated 4 June 2010 from Lloyds TSB Bank plc to Brintons Limited, the Chargor 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 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 Debenture and as further amended on or about such date,
- (b) the term facility letter dated 4 June 2010 from Lloyds TSB Bank plc to the Chargor 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 Debenture and as further amended on or about such date,
- (c) the overdraft facility letter dated 4 June 2010 from Lloyds TSB Bank plc to Brintons Limited relating to an overdraft facility of up to £5,300,000 to be made available to Brintons 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 Debenture 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 Brintons Limited relating to an overdraft facility of up to £4,000,000 to be made available to the Brintons Limited, the Chargor 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 Debenture and as further amended on or about such date,
- (e) the omnibus guarantee & set-off agreement (with admission and release provisions)

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dated 9 October 2008 and made between Lloyds TSB Bank plc and Brintons Limited, the Chargor, 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 Debenture,

- (f) the term facility letter dated on or about the date of the Debenture from the Lender to Brintons Limited, the Chargor 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 Debenture and made between the Lender and Brintons Limited, the Chargor, 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 document designated as a Facility Document by the Lender and the Chargor,

“Hiring Agreements” means all agreements (not being Credit Agreements) entered into at the date of the Debenture or thereafter by the Chargor for the bailment or (in Scotland) the hiring of goods to any person and all agreements (not being Credit Agreements) entered into at the date of the Debenture or thereafter by any person other than the Chargor for such bailment or (in Scotland) hiring the benefit of which is assigned to or otherwise vested in the Chargor

“Instalment Credit Agreement” means the Credit Agreements and the Hiring Agreements

“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 programs, 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 Chargor is legally, beneficially or otherwise interested, and
- (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 Chargor or granted by the Chargor

“Interests in Securities” means the Charged Securities and all stocks, shares, securities, rights, money or property or other assets accruing or offered at any time by way of conversion, redemption, bonus, preference, option or otherwise to or in respect of any of the Charged Securities including without limitation all dividends, interest and other income payable in connection therewith

“Non-Vesting Debts” means all book and other debts which are purchased or purported to be purchased by the Lender pursuant to any debt purchase, invoice discounting or other financing arrangement relating to the purchase of any debts for the time being in force between the Chargor

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

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Short particulars

and the Lender but which fail to vest absolutely and effectively in the Lender for any reason

“Related Rights” means in relation to any book or other debts

- (a) all security, bonds, guarantees, indemnities in relation to such debts,
- (b) the right to demand, sue for, recover, receive and give receipts for all amounts due and to become due under the contract or arrangement under which such debts arise,
- (c) the benefit of all covenants and undertakings from, and all causes and rights of action against, the debtor in respect of amount due and to become due under the contract or arrangement under which such debts arise, and
- (d) all ledgers, documents, computer or electronic data (including operating systems) recording or evidencing such debts

“Secured Obligations” means all money, obligations or liabilities due, owing or incurred to the Lender by the Chargor under any Facility Document at present or in the 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 connection therewith, and in addition

- (a) all money and liabilities and other sums agreed under the Debenture to be paid by the Chargor to the Lender, and
- (b) all other money and liabilities expressed to be secured by the Debenture (including, without limitation, any expenses and charges arising out of or in connection with the acts or matters referred to in clauses 10, 13, 14, 18, 23 of the Debenture) and all other obligations and liabilities of the Chargor under the Debenture,

provided that the Debenture 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

“Securities” means all stocks, shares, bonds, certificates of deposit, bills of exchange, depository receipts, loan capital, derivatives (including any currency or currency unit, interest rate or commodity hedging arrangement) and other securities of any kind (whether in certificated or uncertificated form and whether marketable or otherwise)



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 1351648
CHARGE NO. 4**

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

GIVEN AT COMPANIES HOUSE, CARDIFF THE 18 AUGUST 2011

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Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES