

225894/507

MG01

Particulars of a mortgage or charge



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LASERFORM

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

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

WEDNESDAY



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AVD6AO7T

13/10/2010

404

COMPANIES HOUSE

1

Company details

Company number

0 3 1 1 3 4 9 1

Company name in full

ACD Tridon Holdings Limited (the **Chargor**)

2

For official use

→ **Filling in this form**
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2

Date of creation of charge

Date of creation

d3 d0 m0 m9 y2 y0 y1 y0

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

A security agreement dated 30 September 2010 between, amongst others, the
Chargor and the Collateral Agent (as defined below) as agent and trustee
for the Secured Parties (as defined below) (the **Security Agreement**)

4

Amount secured

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

Amount secured

Please see continuation sheet 1

Continuation page

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

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5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Continuation page

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

Name Citicorp USA, Inc (the **Collateral Agent**)

Address 190 Greenwich Street

New York, USA

Postcode N Y 1 1 0 1 3

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 Please see attached continuation pages

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7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission allowance or discount

Nil

8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866).

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 870). 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 Allen & Overy LLP

X

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

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Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name Alasdair McKenzie

Company name Allen & Overy LLP

Address 40 Bank Street

Post town Canary Wharf

County/Region London

Postcode E 1 4 5 D U

Country United Kingdom

DX

Telephone 020 3088 0000



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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Amount secured

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

Amount secured

All (x) advances to, and debts, liabilities, obligations, covenants and duties of, any Loan Party and its Restricted Subsidiaries arising under any Loan Document or otherwise with respect to any Loan or Letter of Credit, whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising and including interest and fees that accrue after the commencement by or against any Loan Party or Restricted Subsidiary of any proceeding under any Debtor Relief Laws naming such Person as the debtor in such proceeding, regardless of whether such interest and fees are allowed claims in such proceeding and (y) obligations of Holdings or any Restricted Subsidiary arising under Cash Management Obligations or any Secured Hedge Agreement, *provided* that (a) obligations of Holdings or any of its Restricted Subsidiaries under any Secured Hedge Agreement or Cash Management Obligations shall be secured and guaranteed pursuant to the Collateral Documents only to the extent that, and for so long as, the other obligations are so secured and guaranteed and (b) any release of Collateral or Guarantors effected in the manner permitted by the Credit Agreement shall not require the consent of holders of obligations under Secured Hedge Agreements or any Cash Management Obligations. Without limiting the generality of the foregoing, the obligations of the Loan Parties under the Loan Documents (and of their Restricted Subsidiaries to the extent they have obligations under the Loan Documents) include (a) the obligation (including guarantee obligations) to pay principal, interest, Letter of Credit, fees, reimbursement obligations, charges, expenses, fees, attorney costs, indemnities and other amounts payable by any Loan Party under any Loan Document and (b) the obligation of any Loan Party to reimburse any amount in respect of any of the foregoing that the Administrative Agent, the Collateral Agent or any Lender, in its sole discretion may elect to pay or advance on behalf of such Loan Party (the **Secured Liabilities**)

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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

Company Name ACD Tridon Holdings Limited

Company Number 03113491

SHORT PARTICULARS FOR PROPERTY MORTGAGED OR CHARGED

1. CREATION OF SECURITY

1.1 General

- (a) All the security created under the Security Agreement
 - (i) is created in favour of the Collateral Agent,
 - (ii) is created over present and future assets of the Chargor,
 - (iii) is security for the payment, discharge and performance of all the Secured Liabilities, and
 - (iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994
- (b) If the rights of the Chargor under a document cannot be secured without the consent of a party to that document
 - (i) the Security will secure all amounts which the Chargor may receive, or has received, after the date of the Security Agreement, under that document but exclude the document itself, and
 - (ii) upon the request of the Collateral Agent, the Chargor must use reasonable endeavours to obtain the consent of the relevant party to that document being secured under the Security Agreement once an Event of Default has occurred and is continuing
- (c) The Collateral Agent holds the benefit of the Security Agreement on trust for the Secured Parties
- (d) The Security Agreement shall not create a specific security interest over any assets owned by the Charger on the date hereof or hereafter acquired that are subject to a Lien of the type described in Section 7 01(r), (t) and (x) of the Credit Agreement (to the extent relating to Liens originally incurred pursuant to Section 7 01(r) or (t)) of the Credit Agreement that is permitted to be incurred pursuant to the provisions of the Credit Agreement, if and to the extent that the contract or other agreement pursuant to which such Lien is granted or to which such assets are subject (or the documentation relating thereto) prohibits the creation of such specific security interest on such asset

1.2 Land

- (a) The Chargor charges
 - (i) by way of a first legal mortgage all estates or interests in any Material Real Property

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Particulars of a mortgage or charge

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(as defined herein) now owned by it to the extent required by the Collateral and Guarantee Requirement, this includes the real property (if any) specified in Schedule 2 (Security Assets) of the Security Agreement under its name under the heading '**Material Real Property**' and/or which is designated in writing as Material Real Property by the Chargor and the Collateral Agent, and

- (ii) (to the extent that they are not the subject of a mortgage under sub-paragraph (i) above) by way of first fixed charge all estates or interests in any Material Real Property now owned by it

- (b) A reference in this Subclause to a mortgage or charge of any freehold or leasehold property includes

- (i) all buildings, fixtures, fittings and fixed plant and machinery on that property, and
- (ii) the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property or any moneys paid or payable in respect of those covenants but shall exclude any leasehold properties where the consent of a third party is required for such mortgage or charge unless and until such consent is obtained (and, prior to an Event of Default which is continuing, the Chargor shall not be obliged to obtain or investigate the possibility of obtaining any such third party consent)

1.3 Investments

- (a) The Chargor charges by way of a first equitable mortgage its interest in all shares, stocks, debentures, bonds or other securities and investments owned by it or held by any nominee on its behalf
- (b) A reference in this subclause to a mortgage or charge of any stock, share, debenture, bond or other security includes
 - (i) any dividend, interest or other distribution paid or payable in relation to it,
 - (ii) any right, money or property accruing or offered at any time in relation to it by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise,
 - (iii) any right against any clearance system, and
 - (iv) any right under any custodian or other agreement

1.4 Plant and machinery

The Chargor charges by way of a first fixed charge all plant and machinery owned by it and its interest in any plant or machinery in its possession

1.5 Restricted credit balances

The Chargor charges by way of first fixed charge all of its rights in respect of any amount standing to the credit of any Restricted Account and the debt represented by it

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Particulars of a mortgage or charge

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1.6 Insurances

The Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights in respect of any contract or policy of insurance taken out by it or on its behalf or in which it has an interest

1.7 Other contracts

The Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights in respect of

- (a) any agreement to which it is a party except to the extent that it is subject to
 - (i) any fixed security created under any other term of this Clause, or
 - (ii) any Critical Transfer Restriction,
- (b) any letter of credit issued in its favour, and
- (c) any bill of exchange or other negotiable instrument held by it

1.8 Intellectual property

The Chargor charges by way of a first fixed charge, all of its rights in respect of

- (a) any know-how, patent, trade mark, service mark, design, business name, topographical or similar right, this includes the patents and trademarks (if any) specified in Schedule 2 (Security Assets) of the Security Agreement under its name under the heading 'Specific Intellectual Property Rights',
- (b) any copyright or other intellectual property monopoly right, or
- (c) any interest (including by way of licence) in any of the above,

in each case whether registered or not and including all applications for the same

1.9 Miscellaneous

The Chargor charges by way of first fixed charge

- (a) any beneficial interest, claim or entitlement it has in any pension fund,
- (b) its goodwill,
- (c) the benefit of any authorization (statutory or otherwise) held in connection with its use of any Security Asset,
- (d) the right to recover and receive compensation which may be payable to it in respect of any authorization referred to in paragraph (c) above, and
- (e) its uncalled capital

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1.10 Floating charge

- (a) The Chargor charges by way of a first floating charge all its assets not at any time otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, charge or assignment under this Clause
- (b) Except as provided below, the Collateral Agent may by notice to the Chargor convert the floating charge created by the Chargor under this Subclause into a fixed charge as regards any of the Chargor's assets specified in that notice, if
 - (i) an Event of Default is outstanding, or
 - (ii) the Collateral Agent reasonably considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy
- (c) The floating charge created by this Subclause may not be converted into a fixed charge solely by reason of
 - (i) the obtaining of a moratorium, or
 - (ii) anything done with a view to obtaining a moratorium,
 under section 1A of the Insolvency Act 1986
- (d) The floating charge created by this Subclause will automatically convert into a fixed charge over all of the Chargor's assets if an administrator is appointed or the Collateral Agent receives notice of an intention to appoint an administrator
- (e) The floating charge created by this Subclause is a **qualifying floating charge** for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986

2. RESTRICTIONS ON DEALINGS

The Chargor may not

- (a) create or permit to subsist any Lien on any Security Asset, or
- (b) sell, transfer, licence, lease or otherwise dispose of any Security Asset,

except as not prohibited under section 7 01 (Liens) or section 7 05 (Dispositions), in each case, of the Credit Agreement

3. DEALINGS WITH INVESTMENTS

3.1 Voting rights

- (a) Before the Security becomes enforceable, the Chargor may continue to exercise the voting rights, powers and other rights in respect of the Investments, provided that the Chargor may not exercise its voting rights in a way that would be in violation of any terms of the Security

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Agreement, the Credit Agreement or any other Loan Document or would have a material adverse effect on the Investments

(b) Before the Security becomes enforceable, if any Investments have been registered in the name of the Collateral Agent or its nominee, the Collateral Agent (or its nominee) must exercise the voting rights, powers and other rights in respect of the Investments in the manner in which the Chargor may direct in writing, provided that the Chargor may not direct the Collateral Agent to exercise such voting rights, powers and other rights in a way that would be in violation of any terms of the Security Agreement, the Credit Agreement or any other Loan Document or would have a material adverse effect on the Investments. The Collateral Agent (or that nominee) will execute any form of proxy or other document which the Chargor may reasonably require for this purpose

(c) Before this Security becomes enforceable, all dividends or other income or distributions paid or payable in relation to any Investments and permitted under section 7.06 (Restricted Payments) of the Credit Agreement must be paid to the Chargor. To achieve this (if any Investments have been registered in the name of the Collateral Agent or its nominee)

(i) the Collateral Agent or its nominee must promptly execute any dividend mandate necessary to ensure that payment is made direct to the Chargor, or

(ii) if payment is made directly to the Collateral Agent (or its nominee) before the Security becomes enforceable, the Collateral Agent (or that nominee) must promptly pay that amount to the Chargor,

to the extent that such payment is permitted under section 7.06 (Restricted Payments) of the Credit Agreement

(d) Before the Security becomes enforceable (if any Investments have been registered in the name of the Collateral Agent or its nominee), the Collateral Agent must use its reasonable endeavours to forward promptly to the Chargor all material notices, correspondence and/or other communication it receives in relation to the Investments

(e) After the Security has become enforceable, the Collateral Agent or its nominee may exercise or refrain from exercising

(i) any voting rights, and

(ii) any other powers or rights which may be exercised by the legal or beneficial owner of any Investments, any person who is the holder of any Investments or otherwise,

in each case, in the name of the Chargor, the registered holder or otherwise and without any further consent or authority on the part of the Chargor and irrespective of any direction given by the Chargor. The Collateral Agent and any nominee shall however promptly inform the Chargor of any action taken under this Subclause

(f) To the extent that any Investment remains registered in the name of the Chargor, the Chargor irrevocably appoints the Collateral Agent or its nominee as its proxy to exercise all voting rights in respect of those Investments at any time after the Security has become enforceable

(g) The Chargor must indemnify the Collateral Agent against any loss or liability incurred by the

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Collateral Agent as a consequence of the Collateral Agent acting in respect of the Investments at the direction of the Chargor save for any such loss or liability which has been caused by the gross negligence or wilful misconduct of the Collateral Agent or otherwise in breach of any Applicable Law or regulation

4. PRESERVATION OF SECURITY

4.1 Continuing security

This Security is a continuing security and will extend to the ultimate balance of the Secured Liabilities, regardless of any intermediate payment or discharge in whole or in part

5. WHEN SECURITY BECOMES ENFORCEABLE

5.1 Timing

The Security will become immediately enforceable upon the occurrence and during the continuance of an Event of Default

5.2 Enforcement

After the Security has become enforceable, the Collateral Agent may in its absolute discretion enforce all or any part of the Security in any manner it sees fit or as the Required Lenders direct

6. DEFINITIONS

In this Form MG01

2011 Notes means the £150,000,000 8% Notes due 2011 of Tomkins plc

2015 Notes means the £250,000,000 6 125% Notes due 2015 of Tomkins Finance plc

Account Bank means, in relation to a Restricted Account, the bank with which the Restricted Account is maintained

Acquired Business means Target and its Subsidiaries

Acquisition has the meaning set forth in the preliminary statements of the Credit Agreement.

Administrative Agent means Citibank, N A , in its capacity as administrative agent under any of the Loan Documents, or any successor administrative agent

Administrative Agent's Office means the Administrative Agent's address and, as appropriate, account as set forth on Schedule 10 02 of the Credit Agreement, or such other address or account as the Administrative Agent may from time to time notify the Borrower and the Lenders

Affiliates means, with respect to any Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified

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Applicable Law means all applicable provisions of constitutions, laws, statutes, ordinances, rules, treaties, regulations, permits, licenses, approvals, interpretations and orders of courts or governmental authorities and all orders and decrees of all courts and arbitrators

Attributable Indebtedness means, on any date, in respect of any Capitalized Lease of any Person, the capitalized amount thereof that would appear on a balance sheet of such Person prepared as of such date in accordance with IFRS-EU

Bankruptcy Code has the meaning given to it in the Credit Agreement

Borrower means, collectively, Pinafore LLC, a Delaware limited liability company, and Pinafore, Inc., a Delaware corporation

Business Day means any day other than a Saturday, Sunday or other day on which commercial banks are authorized to close under the Laws of, or are in fact closed in, the state where the Administrative Agent's Office is located and if such day relates to any Eurocurrency Rate Loan, means any such day on which dealings in deposits are conducted by and between banks in the London interbank eurodollar market

Capitalized Lease means any lease that is or will be required to be, in accordance with IFRS-EU, recorded as a capitalized lease, *provided* that for all purposes hereunder the amount of obligations under any Capitalized Lease shall be the amount thereof accounted for as a liability on a balance sheet (excluding the notes thereto) in accordance with IFRS-EU

Cash Management Bank has the meaning given to it in the definition of Cash Management Obligations

Cash Management Obligations means obligations owed by Holdings or any Restricted Subsidiary to any Lender or any Affiliate of a Lender (or Person that was a Lender or an Affiliate of a Lender at the time such arrangement was entered into) (a "**Cash Management Bank**") in respect of any overdraft and related liabilities arising from treasury, depository, credit card, debit card and cash management services or any automated clearing house transfers of funds

Closing Date means the first date on which all the conditions precedent in Section 4.02 of the Credit Agreement are satisfied or waived in accordance with Article IV of the Credit Agreement and on which any borrowings are advanced in accordance with the terms of the Credit Agreement

Collateral means the "Collateral" as defined in the U.S. Security Agreement and all the "Collateral" or "Pledged Assets" as defined in any other Collateral Document and any other assets pledged or in which a Lien is granted pursuant to any Collateral Document, including, without limitation, the Mortgaged Property

Collateral Documents means, collectively, the U.S. Security Agreement, the English Share Charge, each of the Mortgages, collateral assignments, security agreements, pledge agreements, intellectual property security agreements or other similar agreements delivered to the Administrative Agent pursuant to Section 4.01, Section 6.11 or Section 6.13 of the Credit Agreement, and each of the other agreements, instruments or documents that creates or purports to create a Lien in favour of the Collateral Agent for the benefit of the Secured Parties

Contractual Obligation means, as to any Person, any provision of any security issued by such Person

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or of any agreement, instrument or other undertaking to which such Person is a party or by which it or any of its property is bound

Control means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise **Controlling** and **Controlled** have meaning correlative thereto

Credit Agreement means the New York law US\$1,600,000,000 credit agreement originally dated 27 July 2010 as amended and restated on 6 August 2010 and as further amended, restated and increased to US\$2,300,000,000 on 21 September 2010, and as further amended from time to time, between (among others) the Loan Parties and the Collateral Agent

Critical Transfer Restriction means, with respect to any rights under an agreement to which the Chargor is a party, a term in such agreement that (a) provides that the assignment or transfer thereof, or the creation, attachment, perfection, or enforcement of a security interest or encumbrance therein, may give rise to a default, breach, claim, defence, termination, right of termination under such agreement, and (b) is enforceable under the laws applicable thereto

Debtor Relief Laws means the Bankruptcy Code of the United States and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization or similar debtor relief Laws of the United States or other applicable jurisdictions from time to time in effect and affecting the rights of creditors generally

Disqualified Equity Interests means any Equity Interest that, by its terms (or by the terms of any security or other Equity Interests into which it is convertible or for which it is exchangeable), or upon the happening of any event or condition (a) matures or is mandatorily redeemable (other than solely for Qualified Equity Interests), pursuant to a sinking fund obligation or otherwise (except as a result of a change of control or asset sale so long as any rights of the holders thereof upon the occurrence of a change of control or asset sale event shall be subject to the prior repayment in full of the Loans and all other Secured Liabilities that are accrued and payable and the termination of any commitments under the Credit Agreement), (b) is redeemable at the option of the holder thereof (other than solely for Qualified Equity Interests), in whole or in part, (c) provides for the scheduled payments of dividends in cash, or (d) is or becomes convertible into or exchangeable for Indebtedness or any other Equity Interests that would constitute Disqualified Equity Interests, in each case, prior to the date that is ninety-one (91) days after the maturity date of the Term B Loans, *provided* that if such Equity Interests are issued pursuant to a plan for the benefit of employees of Holdings (or any direct or indirect parent thereof), the Borrower or the Restricted Subsidiaries or by any such plan to such employees, such Equity Interests shall not constitute Disqualified Equity Interests solely because it may be required to be repurchased by the Borrower or the Restricted Subsidiaries in order to satisfy applicable statutory or regulatory obligations or as a result of such employee's termination, death or disability, *provided further* that only the portion of the Equity Interests that so mature or are mandatorily redeemable, are so convertible or exchangeable or are so redeemable at the option of the holder thereof (other than solely for Qualified Equity Interests) prior to such date shall be deemed to be Disqualified Equity Interests

Dollar and "**\$**" mean lawful money of the United States

Domestic Loan Party means any Loan Party that is organized under the laws of the United States, any state thereof or the District of Columbia

Domestic Subsidiary means any Subsidiary that is organized under the Laws of the United States, any

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state thereof or the District of Columbia

Effective Date means July 27, 2010

EMU Legislation means the legislative measures of the European Council for the introduction of, changeover to or operation of a single or unified European currency

English Share Charge means the English Share Charge, substantially in the form of "Exhibit H" in the Credit Agreement

Equity Interests means, with respect to any Person, all of the shares, interests, rights, participations or other equivalents (however designated) of capital stock of (or other ownership or profit interests or units in) such Person and all of the warrants, options or other rights for the purchase, acquisition or exchange from such Person of any of the foregoing (including through convertible securities)

Euro means the lawful currency of the Participating Member States introduced in accordance with the EMU Legislation

Eurocurrency Rate has the meaning given to it in the Credit Agreement

Eurocurrency Rate Loan means a Loan that bears interest at a rate based on the Eurocurrency Rate

Event of Default has the meaning set forth in Section 8.01 of the Credit Agreement

Excluded Subsidiary means (a) any Subsidiary that does not have total assets or annual revenues in excess of \$2,500,000 individually or \$10,000,000 in the aggregate with all other Subsidiaries excluded via this clause (a), (b) any acquired Subsidiary that is prohibited by Applicable Law or Contractual Obligations that are in existence at the time of acquisition of such Subsidiary and not entered into in contemplation thereof from guaranteeing the Secured Liabilities or if guaranteeing the Secured Liabilities of such a Subsidiary would require governmental (including regulatory) consent, approval, license or authorization (unless such consent, approval license or authorization has been obtained), (c) any U.S.-Owned DRE or Subsidiary that is a Foreign Subsidiary of a Domestic Loan Party or a direct or indirect Subsidiary of a Foreign Subsidiary of a Domestic Loan Party, (d) any Unrestricted Subsidiaries, (e) any Foreign Subsidiary with respect to which, in the reasonable judgment of the Administrative Agent (confirmed in writing by notice to the Chargor), the cost or other consequences (including any adverse tax consequences) of providing a guarantee of the Secured Liabilities shall be excessive in view of the benefits to be obtained by the Lenders therefrom and (f) at Borrower's election, any Subsidiary formed or acquired after the Effective Date that Holdings and its Affiliates do not, directly or indirectly, own (x) 90% or more of the total voting power of Equity Interests entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees of such Subsidiary or (y) 90% or more of the economic interests, capital accounts, distribution rights, total equity and voting interests or general and limited partnership interests, as applicable, of such Subsidiary, *provided that* (i) no Subsidiary that guarantees the Second Lien Notes or any other Junior Financing shall be deemed to be an Excluded Subsidiary at any time any such guarantee is in effect and (ii) no Subsidiary of Holdings that is a direct or indirect parent of the Borrower shall be deemed to be an Excluded Subsidiary

Existing Letter of Credit means those Letters of Credit issued and outstanding as of the Closing Date and set forth on Schedule 1.01C of the Credit Agreement and delivered on or before the Closing Date and reasonably acceptable to the Administrative Agent and the L/C Issuer (as defined in the Security Agreement)

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Foreign Loan Party means any Loan Party that is not a Domestic Loan Party

Foreign Subsidiary means (i) any direct or indirect Subsidiary of Holdings which is not a Domestic Subsidiary and (ii) any Subsidiary of a Subsidiary that is described in clause (i) that is a Domestic Subsidiary and is not treated as a corporation for United States federal income tax purposes

Guarantors means Holdings and the Subsidiaries of Holdings (other than the Borrower and any Excluded Subsidiary) and any other Subsidiary that, at the option of the Borrower, issues a guarantee of the Secured Liabilities on or after 27 July 2010 (each a **Guarantor**)

Hedge Banks has the meaning set forth in the definition of "Secured Hedge Agreement "

Holdings means Pinafore Holdings B V (a private limited liability company registered in the Netherlands under number 50729705)

IFRS-EU means International Financial Reporting Standards as endorsed by the European Union, as in effect from time to time, *provided, however*, that if the Borrower notifies the Administrative Agent the Borrower (i) has elected to report under generally accepted accounting principles in, initially, the United States of America, as in effect from time to time ("**GAAP**"), "**IFRS-EU**" shall mean generally accepted accounting principles pursuant to GAAP (*provided* that after such election, the Borrower cannot elect to report under International Financial Reporting Standards) or (ii) requests an amendment to any provision hereof to eliminate the effect of any change occurring after the Effective Date in IFRS-EU or in the application thereof on the operation of such provision (or if the Administrative Agent notifies the Borrower that the Required Lenders request an amendment to any provision hereof for such purpose), regardless of whether any such notice is given before or after such change in IFRS-EU or in the application thereof, then such provision shall be interpreted on the basis of IFRS-EU as in effect and applied immediately before such change shall have become effective until such notice shall have been withdrawn or such provision amended in accordance herewith and the Administrative Agent, the Lenders and the Borrower shall negotiate in good faith to amend such provision to preserve the original intent thereof in light of such change in IFRS-EU (subject to the approval of the Required Lenders), *provided, further*, that if reasonably requested by the Administrative Agent, the Borrower shall provide to the Administrative Agent and the Lenders financial statements and other documents setting forth a reconciliation between calculations of such ratio or requirement made before and after giving effect to such conversion to GAAP or change in IFRS-EU

Indebtedness means, as to any Person at a particular time, without duplication, all of the following

- (a) all obligations of such Person for borrowed money and all obligations of such Person evidenced by bonds, debentures, notes, loan agreements or other similar instruments,
- (b) reimbursement obligations in respect of all outstanding letters of credit (including standby and commercial), bankers' acceptances, bank guarantees, surety bonds, performance bonds and similar instruments issued or created by or for the account of such Person,
- (c) net obligations of such Person under any swap contract,
- (d) all obligations of such Person to pay the deferred purchase price of property or services (other than (i) trade accounts payable in the ordinary course of business, (ii) any earn-out obligation until such obligation becomes a non-contingent liability on the balance sheet of such Person in accordance with IFRS-EU and (iii) liabilities and expenses accrued in the ordinary course),

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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

- (e) indebtedness (excluding prepaid interest thereon) secured by a Lien on property owned or being purchased by such Person (including indebtedness arising under conditional sales or other title retention agreements and mortgage, industrial revenue bond, industrial development bond and similar financings), whether or not such indebtedness shall have been assumed by such Person or is limited in recourse,
- (f) all Attributable Indebtedness,
- (g) all obligations of such Person in respect of Disqualified Equity Interests, if and to the extent that the foregoing would constitute indebtedness or a liability in accordance with IFRS-EU, and
- (h) to the extent not otherwise included above, all guarantees of such Person in respect of any of the foregoing

For all purposes hereof, the Indebtedness of any Person shall (A) include the Indebtedness of any partnership in which such Person is a general partner, except to the extent such Person's liability for such Indebtedness is otherwise limited and only to the extent such Indebtedness would be included in the calculation of consolidated total debt, and (B) in the case of Holdings and its Restricted Subsidiaries, exclude all intercompany Indebtedness among Holdings and its Restricted Subsidiaries having a term not exceeding 364 days (inclusive of any rollover terms) and made in the ordinary course of business, deferred or prepaid revenue, purchase price holdbacks in respect of a portion of the purchase price of an asset to satisfy warranty or other unperformed obligations of the respective seller. The amount of any net obligation under any swap contract on any date shall be deemed to be the swap termination value thereof as of such date. The amount of Indebtedness of any Person for purposes of clause (e) shall be deemed to be equal to the lesser of (i) the aggregate unpaid amount of such Indebtedness and (ii) the fair market value of the property encumbered thereby as determined by such Person in good faith.

Joint Bookrunners means Citigroup Global Markets Inc, Banc of America Securities LLC, Barclays Capital, the investment banking division of Barclays Bank PLC, RBC Capital Markets, and UBS Securities LLC

Joint Lead Arrangers means Citigroup Global Markets Inc, Banc of America Securities LLC, Barclays Capital, the investment banking division of Barclays Bank PLC, RBC Capital Markets, and UBS Securities LLC

Junior Financing means any Indebtedness for borrowed money other than any (A) Indebtedness secured by assets not constituting Collateral, (B) Indebtedness incurred solely by Restricted Subsidiaries that are not Loan Parties, (C) Attributable Indebtedness, (D) Indebtedness of Holdings and or any Restricted Subsidiary existing at the time such Person was acquired or contributed (*provided* that such Indebtedness (i) was not incurred in contemplation of such acquisition or contribution and (ii) is secured by a Lien ranking *pari passu* to the Secured Liabilities or is not otherwise contractually subordinated to the Secured Liabilities), (E) Indebtedness constituting any of the Secured Liabilities, (F) the 2011 Notes, the 2015 Notes and the Loan Notes and (G) unsecured Indebtedness in an aggregate principal amount not to exceed \$10,000,000 in the aggregate

Junior Lien Intercreditor Agreement means an intercreditor agreement substantially in the form of Exhibit O of the Credit Agreement (or otherwise reasonably satisfactory to the Collateral Agent) between, among others, the Borrowers and one or more collateral agents or representatives for the

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holders or lenders of any other Indebtedness that is permitted to be secured on a junior basis with the Secured Liabilities

Laws means, collectively, all applicable international, foreign, federal, state, commonwealth and local statutes, treaties, rules, guidelines, regulations, ordinances, codes and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any governmental authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, directed duties, requests, licenses, authorizations and permits of, and agreements with, any governmental authority.

Lenders has the meaning set forth in the introductory paragraph to the Credit Agreement, each of which is referred to herein as a “**Lender**”

Letter of Credit means any letter of credit issued under the Credit Agreement. A letter of credit may be a commercial letter of credit or a standby letter of credit, provided, however, that any commercial letter of credit issued hereunder shall provide solely for cash payment upon presentation of a sight draft. Letters of Credit may be issued in Dollars or in an alternative currency. Each Existing Letter of Credit (as defined in the Credit Agreement) shall be deemed to constitute a Letter of Credit issued hereunder on the Closing Date for all purposes of the Loan Documents.

Lien means any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), charge, or preference, priority or other security interest or preferential arrangement of any kind or nature whatsoever (including any conditional sale or other title retention agreement and any Capitalized Lease having substantially the same economic effect as any of the foregoing).

Loan means any extension of credit by a Lender to the Borrower under, and in accordance with, Article II of the Credit Agreement.

Loan Documents means, collectively, (i) the Credit Agreement, (ii) the Notes, (iii) the Collateral Documents, (iv) the Syndication Letter and (v) any amendment to any of the foregoing (including any joinder agreement).

Loan Note Alternative means the option made available to holders of Target Shares, subject to the terms and conditions set out in the Scheme Document, to elect to receive Loan Notes in place of the cash consideration otherwise payable.

Loan Note Instrument means the instrument constituting the Loan Notes and any certificates evidencing issued Loan Notes, each substantially in the form delivered to the Joint Lead Arrangers on August 4, 2010 (or any substituted or exchange instrument that may be executed in accordance with the terms of the original Loan Note Instrument, *provided* that the terms and conditions of such substituted or exchange instrument are not materially less favorable to the Loan Parties or the Lenders, taken as a whole, than the terms and conditions of the original Loan Note Instrument).

Loan Notes means the loan notes to be issued pursuant to the Loan Note Instrument by Pinafore Acquisitions Limited (or any substituted or new issuer in accordance with the terms of the Loan Note Instrument) to electing holders of the Target Shares under the Loan Note Alternative in an aggregate principal amount not to exceed £50,000,000.

Loan Parties means, collectively, the Borrower and each Guarantor, and their permitted successors and assigns.

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Short particulars

Material Adverse Effect means a material adverse effect on (a) the business, operations, assets, results of operations or condition (financial or otherwise) of Holdings and its Subsidiaries, taken as a whole, (b) the ability of the Loan Parties (taken as a whole) to perform their obligations under any Loan Document, (c) the legality, validity, binding effect or enforceability against a Loan Party of a material Loan Document to which it is a party or (d) the rights, remedies and benefits available to, or conferred upon, the Administrative Agent or any Secured Party, taken as a whole, under any Loan Document

Mortgaged Property has the meaning given to it in the Credit Agreement

Mortgages means, collectively, the deeds of trust, trust deeds, hypothecs and mortgages made by the Loan Parties in favour or for the benefit of the Collateral Agent on behalf of the Secured Parties creating and evidencing a Lien on a Mortgaged Property, in form and substance reasonably satisfactory to the Collateral Agent, and any other mortgages executed and delivered pursuant to Sections 6.11 and 6.13 of the Credit Agreement

Note means a Term A Note, a Term B Note, a Revolving Credit Note or a Swing Line Note, as the context may require

Person means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, governmental authority or other entity

Qualified Equity Interests means any Equity Interests that are not Disqualified Equity Interests

Required Lenders has the meaning given to it under the Credit Agreement

Restricted Account means any account of the Chargor and includes

- (a) any account details which are set out in Schedule 2 (Security Assets) of the Security Agreement,
- (b) if there is a change of Account Bank, any account into which all or part of a credit balance from a Restricted Account is transferred, and
- (c) any account which is a successor to a Restricted Account on any re-numbering or re-designation of accounts and any account into which all or part of a balance from a Restricted Account is transferred for investment or administrative purposes

Restricted Subsidiary means any Subsidiary of Holdings (which on the Closing Date shall include the Acquired Business) other than an Unrestricted Subsidiary

Revolving Credit Note has the meaning given to it under the Credit Agreement

Scheme means a scheme of arrangement made pursuant to Part 26 of the Companies Act 2006 between the Target and the holders of the Target Shares and the related reduction of capital under Section 649 of the Companies Act 2006 in relation to the cancellation of the entire issued share capital of the Target and the subsequent issue of new shares in the Target to Holdings as contemplated by the Scheme Press Release

Scheme Document means the scheme document to be issued by the Target to its shareholders in

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respect of the Scheme on substantially the same terms, other than with respect to the Loan Notes, as set forth in the Scheme Press Release

Scheme Press Release means the press release made by or on behalf of Holdings announcing the terms of the Scheme

Second Lien Notes means any senior secured second lien notes issued by the Borrower for the purposes of refinancing its Indebtedness or otherwise to fund a portion of the Acquisition in an aggregate principal amount not to exceed \$1,150,000,000

Secured Hedge Agreement means any swap contract permitted under Article VII of the Credit Agreement that is entered into by and between Holdings or any Subsidiary, on the one hand, and any Person that is a Lender or an Affiliate of a Lender (or was a Lender or an Affiliate of a Lender at the time such swap contract was entered into (a **Hedge Bank**)), on the other hand, in each case, to the extent designated by the Borrower and such Lender as a Secured Hedge Agreement in writing to the Collateral Agent. The designation of any swap contract as a Secured Hedge Agreement shall not create in favor of the Lender or Affiliate thereof that is a party thereto any rights in connection with the management or release of any Collateral or of the obligations of any Guarantor under the Collateral Documents

Secured Parties means, collectively, the Administrative Agent, the Collateral Agent, the Lenders, the Hedge Banks, the Cash Management Banks, the Supplemental Agents and each co-agent or sub-agent appointed by the Administrative Agent or Collateral Agent from time to time pursuant to Section 9.05 of the Credit Agreement

Security means any Lien created, evidenced or conferred by or under the Security Agreement

Security Assets means all assets of the Chargor the subject of any security created by the Security Agreement

Subsidiary of a Person means a corporation, partnership, joint venture, limited liability company or other business entity of which (i) a majority of the shares of securities or other interests having ordinary voting power for the election of directors or other governing body (other than securities or interests having such power only by reason of the happening of a contingency) are at the time beneficially owned, (ii) more than half of the issued share capital is at the time beneficially owned or (iii) other than with respect to a corporation, such Person is a controlling general partner or managing member or otherwise controls such entity at such time. Unless otherwise specified, all references herein to a "Subsidiary" or to "Subsidiaries" shall refer to a Subsidiary or Subsidiaries of Holdings

Supplemental Agent has the meaning set forth in Section 9.10(a) of the Credit Agreement and "Supplemental Agents" shall have the corresponding meaning

Swing Line Note has the meaning given to it under the Credit Agreement

Syndication Letter means the separate syndication letter agreement dated July 27, 2010 among Holdings, the Administrative Agent, the Joint Bookrunners and certain other parties thereto

Target means Tomkins Limited (an English registered private limited company, with registration number 00203531)

Target Shares means all the issued and unconditionally allotted share capital in the Target and any

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further shares in the capital of the Target which may be issued or unconditionally allotted pursuant to the exercise of any outstanding subscription or conversion rights or otherwise together with all related rights

Term A Note has the meaning given to it under the Credit Agreement

Term B Note has the meaning given to it under the Credit Agreement

Unrestricted Subsidiary means (i) any Subsidiary of Holdings designated by the board of directors of Holdings as an Unrestricted Subsidiary pursuant to Section 6.14 of the Credit Agreement subsequent to the Closing Date and (ii) any Subsidiary of an Unrestricted Subsidiary

U.S.-Owned DRE means any entity that (i) is a Domestic Subsidiary, (ii) is not treated as a corporation for U.S. federal income tax purposes, (iii) is directly owned by the Borrower or any Guarantor, and (iv) owns in excess of 65% of the total voting power of all outstanding voting stock or interests in a Foreign Subsidiary

US Security Agreement means a New York law security agreement substantially in the form of Exhibit F of the Credit Agreement



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 3113491
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECURITY AGREEMENT DATED 30
SEPTEMBER 2010 AND CREATED BY ACDTRIDON (HOLDINGS)
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM ANY LOAN PARTY AND ITS RESTRICTED
SUBSIDIARIES AND ALL MONIES DUE OR TO BECOME DUE
FROM HOLDINGS OR ANY RESTRICTED SUBSIDIARY 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 13 OCTOBER 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 14 OCTOBER
2010

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Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES