

019327/13

In accordance with  
Section 860 of the  
Companies Act 2006

**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 re-  
gister particulars of a charge for a S  
company. To do this, please use  
form MG01s

THURSDAY



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\*L4JG6XKB\*

15/09/2011

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COMPANIES HOUSE

**1 Company details**

Company number 0 7 7 4 9 3 3 1 ✓

Company name in full LYTHAM NEWCO LIMITED (the "Pledgor") ✓

2 For official use

→ **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 ✓ 0 2 10 19 12 10 11 11

**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 Pledge Agreement dated 2 September 2011 (the "Pledge Agreement") and entered into between  
the Pledgor and Carlyle Strategic Partners II Luxembourg S À R L. as security agent for the  
Secured Parties (as defined on continuation page 4 of Part 6 of this Form MG01) (the "Secured  
Agent")

**4 Amount secured**

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

Amount secured 7 The Pledge Agreement secures, and the Collateral is collateral  
security for, the prompt and complete payment or performance in full  
when due, whether at stated maturity, by required prepayment,  
declaration, acceleration, demand or otherwise (including the  
payment of amounts that would become due but for the operation of  
the automatic stay under Section 362(a) of the Bankruptcy Code, 11  
U.S.C. §362(a) (and any successor provision thereof)), of all  
Obligations (the "Secured Obligations")

(For definitions of capitalised terms used in this Form MG01, please  
see continuation pages 3 to 5 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

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 GRANT FOR SECURITY****1 1 Grant of Security**

The Pledgor has granted to the Secured Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of the Pledgor's right, title and interest in, to and under all of the following personal property of the Pledgor including, in each case whether existing at the date of the Pledge Agreement or thereafter or in which the Pledgor has at the date of the Pledge Agreement or thereafter acquires an interest and wherever the same may be located (all of which being hereinafter collectively referred to as the "Collateral")

- (a) Investment Related Property,
- (b) other personal property of any kind and all Collateral Records, Collateral Support and Supporting Obligations relating to any of the foregoing, and
- (c) all Proceeds, products, accessions, rents and profits of or in respect of any of the foregoing

**1 2 Certain Limited Exclusions**

Notwithstanding anything in the Pledge Agreement to the contrary, in no event shall the Collateral include or the security interest granted under Section 2.1 of the Pledge Agreement (as set out in paragraph 1 1 of this Part 6) attach to (a) any lease, license, contract or agreement to which the Pledgor is a party, and any of its rights or interest thereunder, if and to the extent that a security interest is prohibited by or in violation of (i) any law, rule or regulation applicable to the Pledgor, or (ii) a term, provision or condition

Please see continuation pages 1 to 5 of this Part 6 of this Form MG01 attached hereto.

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## Particulars of a mortgage or charge

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### 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

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### 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).

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### Signature

Please sign the form here

Signature

Signature

X *Rutlan & Watkins* 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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://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>of any such lease, license, contract or agreement (unless such law, rule, regulation, term, provision or condition would be rendered ineffective with respect to the creation of the security interest under the Pledge Agreement pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law (including the United States Bankruptcy Code (the "<b>Bankruptcy Code</b>") or principles of equity), provided however that the Collateral shall include (and such security interest shall attach) immediately at such time as the contractual or legal prohibition shall no longer be applicable and to the extent severable, shall attach immediately to any portion of such lease, license, contract or agreement not subject to the prohibitions specified in (i) or (ii) above, provided further that the exclusions referred to in clause (a) of Section 2.2 of the Pledge Agreement (as set out in clause (a) of paragraph 1.2 of this Part 6) shall not include any Proceeds of any such lease, license, contract or agreement, or (b) in any of the outstanding capital stock of a Controlled Foreign Corporation in excess of 66% of the voting power of all classes of capital stock of such Controlled Foreign Corporation entitled to vote, provided that immediately upon the amendment of the Internal Revenue Code to allow the pledge of a greater percentage of the voting power of capital stock in a Controlled Foreign Corporation without adverse tax consequences, the Collateral shall include, and the security interest granted by the Pledgor shall attach to, such greater percentage of capital stock of each Controlled Foreign Corporation</p> <p><b>2 FURTHER ASSURANCES</b></p> <p>(a) The Pledgor has agreed that from time to time, at the expense of the Pledgor, that it shall promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable, or that the Security Agent may reasonably request, in order to create and/or maintain the validity, perfection or priority of and protect any security interest granted or purported to be granted under the Pledge Agreement or to enable the Security Agent to exercise and enforce its rights and remedies under the Pledge Agreement with respect to any Collateral. Without limiting the generality of the foregoing, the Pledgor shall</p> <p>(i) file such financing or continuation statements, or amendments thereto, and execute and deliver such other agreements, instruments, endorsements, powers of attorney or notices, as may be necessary or desirable, or as the Security Agent may reasonably request, in order to effect, reflect, perfect and preserve the security interests granted or purported to be granted under the Pledge Agreement,</p> <p>(ii) at any reasonable time, upon request by the Security Agent, assemble the Collateral and allow inspection of the Collateral by the Security Agent, or persons designated by the Security Agent,</p> <p>(iii) at the Security Agent's request, appear in and defend any action or proceeding that may affect the Pledgor's title to or the Security Agent's security interest in all or any part of the Collateral, and</p> <p>(iv) furnish the Security Agent with such information regarding the Collateral, including, without limitation, the location thereof, as the Security Agent may reasonably request from time to time</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

- (b) The Pledgor has authorized the Security Agent to file a Record or Records, including, without limitation, financing or continuation statements, in any jurisdictions and with any filing offices as the Security Agent may determine, in its sole discretion, are necessary or advisable to perfect or otherwise protect the security interest granted to the Security Agent in the Pledge Agreement. Such financing statements may describe the Collateral in the same manner as described in the Pledge Agreement or may contain an indication or description of collateral that describes such property in any other manner as the Security Agent may determine, in its sole discretion, is necessary, advisable or prudent to ensure the perfection of the security interest in the Collateral granted to the Security Agent in the Pledge Agreement. The Pledgor shall furnish to the Security Agent from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as the Security Agent may reasonably request, all in reasonable detail.

### 3 POWER OF ATTORNEY

The Pledgor has irrevocably appointed the Security Agent (such appointment being coupled with an interest) as the Pledgor's attorney-in-fact, with full authority in the place and stead of the Pledgor and in the name of the Pledgor, the Security Agent or otherwise, from time to time in the Security Agent's discretion to take any action and to execute any instrument that the Security Agent may deem reasonably necessary or advisable to accomplish the purposes of the Pledge Agreement, including, without limitation, the following:

- (a) upon the occurrence and during the continuance of any Event of Default, to obtain and adjust insurance required to be maintained by the Pledgor or paid to the Security Agent pursuant to the Intercreditor Agreement,
- (b) upon the occurrence and during the continuance of any Event of Default, to ask for, demand, collect, sue for, recover, compound, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Collateral,
- (c) upon the occurrence and during the continuance of any Event of Default, to receive, endorse and collect any drafts or other instruments, and documents in connection with clause (b) above,
- (d) upon the occurrence and during the continuance of any Event of Default, to file any claims or take any action or institute any proceedings that the Security Agent may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce the rights of the Security Agent with respect to any of the Collateral,
- (e) to prepare and file any UCC financing statements against the Pledgor as debtor,
- (f) to take or cause to be taken all actions necessary to perform or comply or cause performance or compliance with the terms of the Pledge Agreement, including, without limitation, access to pay or discharge taxes or Liens (other than Permitted Liens) levied or placed upon or threatened against the Collateral, the legality or validity thereof and the amounts necessary to discharge the same to be determined by the Security Agent in its sole discretion, any such payments made by the Security Agent to become obligations of the Pledgor to the Security Agent, due and payable

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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

immediately without demand, and

- (g) generally to sell, transfer, lease, license, pledge, make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though the Security Agent were the absolute owner thereof for all purposes, and to do, at the Security Agent's option and the Pledgor's expense, at any time or from time to time, all acts and things that the Security Agent deems reasonably necessary to protect, preserve or realize upon the Collateral and the Security Agent's security interest therein in order to effect the intent of the Pledge Agreement, all as fully and effectively as the Pledgor might do

**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

"Brintons US" shall mean Brintons U S Axminster, Inc , a Delaware corporation

"Charged Property" means all of the assets which from time to time are, or are expressed to be, the subject of the Transaction Security

"Collateral Records" shall mean books, records, ledger cards, files, correspondence, customer lists, supplier lists, blueprints, technical specifications, manuals, computer software and related documentation, computer printouts, tapes, disks and other electronic storage media and related data processing software and similar items that at any time evidence or contain information relating to any of the Collateral or are otherwise necessary or helpful in the collection thereof or realization thereupon

"Collateral Support" shall mean all property (real or personal) assigned, hypothecated or otherwise securing any Collateral and shall include any security agreement or other agreement granting a lien or security interest in such real or personal property

"Controlled Foreign Corporation" shall mean "controlled foreign corporation" as defined in the Internal Revenue Code

"Delegate" means any delegate, agent, attorney or co trustee appointed by the Security Agent

"Event of Default" means any event or circumstance specified in paragraph 3.3 of Schedule 2 to the Loan Note Instrument

"Intercreditor Agreement" means the intercreditor agreement, dated as of September 2, 2011 (as it may be amended, restated, supplemented or otherwise modified from time to time), by and among the Issuer, the Original Debtors, the Original Intra Group Lenders, the Original Noteholders and the Security Agent

"Internal Revenue Code" shall mean the United States Internal Revenue Code of 1986, as amended and in effect from time to time

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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

"Investment Related Property" shall mean all Pledged Equity Interests and Securities Accounts

"Issuer" means Lytham Holdco Limited, a company incorporated in England and Wales under registered number 07748417

"Lien" shall mean any mortgage, pledge, security interest, lien (statutory or otherwise), charge, encumbrance, hypothecation, assignment, deposit arrangement, or other arrangement having the practical effect of any of the foregoing or any preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever (including any conditional sale or other title retention agreement and any capital lease having the same economic effect as any of the foregoing)

"Loan Note Instrument" means the loan note instrument entered into by way of deed poll on or about the date of the Intercreditor Agreement by the Issuer and each of the other Original Debtors

"Noteholders" means the Original Noteholders and each person which becomes a Party as a Noteholder in accordance with the terms of Clause 13 (*Changes to the Parties*) to the Intercreditor Agreement

"Original Debtors" means the Subsidiaries of the Issuer named on the signing pages of the Intercreditor Agreement as Debtors together with the Issuer

"Original Intra Group Lenders" means the Subsidiaries of the Issuer named on the signing pages of the Intercreditor Agreement as Intra Group Lenders together with the Issuer

"Original Noteholders" means the persons named on the signing pages to the Intercreditor as Noteholders

"Party" means a party to the Intercreditor Agreement

"Permitted Lien" shall mean any liens expressly permitted by the Intercreditor Agreement.

"Pledged Equity Interests" shall mean all Pledged Stock and any other participation or interests in any equity or profits of Brintons US, including, without limitation, any trust and all management rights relating to Brintons US

"Pledged Stock" shall mean all shares of capital stock of Brintons US owned by Pledgor, including, without limitation, all shares of capital stock described on Schedule 5 2(I) to the Pledge Agreement under the heading "Pledged Stock" (as such schedule may be amended or supplemented from time to time), and the certificates, if any, representing such shares and any interest of such Pledgor in the entries on the books of the issuer of such shares or on the books of any securities intermediary pertaining to such shares, and all dividends, distributions, cash, warrants, rights, options, instruments, securities and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such shares

"Proceeds" shall have the meaning given to it in the UCC

"Receiver" means a receiver or receiver and manager or administrative receiver of the whole or any part of the Charged Property



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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>“Record” shall have the meaning given to it in the UCC</p> <p>“Secured Parties” means the Security Agent, any Receiver or Delegate and each of the Noteholders from time to time but, in the case of each Noteholder, only if it is a party to the Intercreditor Agreement or has acceded to the Intercreditor Agreement, in the appropriate capacity, pursuant to Clause 13 5 (<i>Creditor Accession Undertaking</i>) of the Intercreditor Agreement</p> <p>“Securities Accounts” shall mean any Securities Account, within the definition given such term in the UCC, relating to any Pledged Equity Interests</p> <p>“Subsidiary” has the meaning given to the term “Subsidiary” in the Loan Note Instrument</p> <p>“Supporting Obligations” shall have the meaning given to it in the UCC.</p> <p>“Transaction Security” means the Security created or evidenced or expressed to be created or evidenced under or pursuant to the Security Documents (where each such term not defined herein, shall have the meaning given to it in the Intercreditor Agreement).</p> <p>“UCC” shall mean the Uniform Commercial Code as in effect from time to time in the State of New York, provided, however, that in the event that, by reason of mandatory provisions of law, any or all of the perfection or priority of, or remedies with respect to, any Collateral is governed by the Uniform Commercial Code as enacted and in effect in a jurisdiction other than the State of New York, the term “UCC” shall mean the Uniform Commercial Code as enacted and in effect in such other jurisdiction solely for purposes of the provisions hereof relating to such perfection, priority or remedies</p>	



**CERTIFICATE OF THE REGISTRATION  
OF A MORTGAGE OR CHARGE**

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

**COMPANY NO. 7749331  
CHARGE NO. 2**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A PLEDGE AGREEMENT DATED 2  
SEPTEMBER 2011 AND CREATED BY BRINTONS CARPETS  
LIMITED FOR SECURING ALL SUMS DUE OR TO BECOME DUE  
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 15 SEPTEMBER 2011**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 19 SEPTEMBER  
2011**



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

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