

MG01

Particulars of a mortgage or charge



386620/13

A fee is payable with this form.

We will not accept this form unless you send the correct fee

Please see 'How to pay' on the last page



What this form is for

You may use this form to register particulars of a mortgage or charge in England and Wales or Northern Ireland



What this form is NOT for

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

TUESDAY



L161XYSK

LD2

03/04/2012

#117

COMPANIES HOUSE

For official use

1

Company details

Company number

0 7 7 6 2 5 9 6

Company name in full

Lifetime Brands UK Limited (the "**Chargor**")



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

d2 d3 m0 m3 y2 y0 y1 y2

3

Description

Description

Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

A shares charge made between (1) the Chargor and (2) JPMorgan Chase Bank, N A as Security Agent (defined below) (the "**Shares Charge**")

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Amount secured

Amount secured

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

Please see Part 1 of the attached continuation sheets, to be read in conjunction with Part 4, which contains applicable definitions

Continuation page

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

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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

JPMorgan Chase Bank, N A (the "Security Agent")

Address

10 Aldermanbury

London

Postcode

E C 2 V 7 R F

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 Part 2 of the attached continuation sheets, to be read in conjunction with Part 4, which contains applicable definitions

Please see Part 3 of the attached continuation sheets, which contains a summary of certain covenants contained in the Shares 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

N/A

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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 *Maya Brown International 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 Oliver Wade

Company name Mayer Brown International LLP

Address 201 Bishopsgate

Post town London

County/Region

Postcode E C 2 M 3 A F

Country

DX DX 556 London and City

Telephone +44 20 3130 3000



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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4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>Part 1 – Definition of liabilities secured</p> <p>The "Secured Obligations", defined in Clause 1 2 (<i>Definitions</i>) of the Shares Charge to mean all unpaid principal of and accrued and unpaid interest on the Loans, all LC Exposure, all accrued and unpaid fees and all expenses, reimbursements, indemnities and other obligations and indebtedness (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), obligations and liabilities of <u>any of the Foreign Loan Parties</u> to any of the Lenders, the Administrative Agent, any Co-Collateral Agent, the Issuing Bank or any indemnified party, individually or collectively, existing on the Effective Date or arising thereafter, direct or indirect, joint or several, absolute or contingent, matured or unmatured, liquidated or unliquidated, secured or unsecured, arising by contract, operation of law or otherwise, arising or incurred under the Credit Agreement or any of the other Loan Documents or in respect of any of the Loans made or reimbursement or other obligations incurred or any of the Letters of Credit or other instruments at any time evidencing any thereof, together with all (i) Banking Services Obligations and (ii) Swap Obligations owing to one or more Secured Parties or their respective Affiliates, provided that within at least ten calendar days from the date that any transaction relating to any such Banking Services Obligation or Swap Obligation is executed, the Secured Party party thereto (other than Chase) shall have delivered written notice to the Administrative Agent that such a transaction has been entered into and that it constitutes a Secured Obligation entitled to the benefits of the Collateral Documents</p> <p>(a) in whatever currency,</p> <p>(b) whether due, owing or incurred alone or jointly with others or as principal, surety or otherwise, and</p> <p>(c) including monies and liabilities purchased by or transferred to the relevant Secured Party,</p> <p>but excluding any money, obligation or liability which would cause the covenant set out in Clause 2 1 (<i>Covenant to pay</i>) of the Shares Charge or the security which would otherwise be constituted by the Shares Charge to be unlawful or prohibited by any applicable law or regulation</p> <p>Please read this in conjunction with Part 4, which contains applicable definitions</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>Part 2 – Particulars of property</p> <p>Fixed charges</p> <p>As security for the payment and discharge of the Secured Obligations, in Clause 3 1 of the Shares Charge the Chargor with full title guarantee charges to the Security Agent by way of first fixed charge (taking effect as an equitable mortgage)</p> <ul style="list-style-type: none"> (a) the Initial Shares, (b) the Secondary Shares, and (c) any Derivative Rights relating to any of the Initial Shares and the Secondary Shares <p>Please read this in conjunction with Part 4, which contains applicable definitions</p> <p>Part 3 - Covenants</p> <ol style="list-style-type: none"> 1 In Clause 4 1 (<i>Negative pledge</i>) of the Shares Charge, the Chargor undertakes that it will not, at any time prior to the Discharge Date, create or permit to subsist any Security Interest over any Secured Asset (or any other shares it may hold in the Company) other than a Permitted Encumbrance or the Term Loan Representative's security in the Secured Assets as at the date of the Shares Charge 2 In Clause 4.2 (<i>No disposals</i>) of the Shares Charge, the Chargor undertakes that it will not, at any time prior to the Discharge Date, dispose of (or agree to dispose of) any Secured Asset (or any other shares it may hold in the Company) except as expressly permitted by the Credit Agreement 3 In Clause 3 3 (<i>Further assurance</i>) of the Shares Charge, the Chargor covenants that it shall at the request of the Security Agent and at its own expense promptly execute (in such form as the Security Agent may reasonably require) any Instruments or other documents and otherwise do any acts and things which the Security Agent may require to improve, preserve, perfect or protect the security created (or intended to be created) by the Shares Charge or the priority of it or to facilitate the realisation or enforcement of it or to exercise any of the rights of the Security Agent, any other Secured Party or any Receiver in relation to the same <p>Please read this in conjunction with Part 4, which contains applicable definitions</p> <p>Part 4 - Definitions</p> <p>"Administrative Agent" means JPMorgan Chase Bank, N A (including its branches and affiliates), in its capacity as administrative agent for the Lenders</p> <p>"Affiliate" means, with respect to a specified Person, another Person that directly, or</p>	

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Particulars of a mortgage or charge

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

indirectly through one or more intermediaries, Controls or is Controlled by or is under Common Control with the Person specified

"Assignment and Assumption" has the meaning given to that term in the Credit Agreement

"Banking Services" has the meaning given to that term in the Credit Agreement

"Banking Services Obligations" of the Loan Parties means any and all obligations of the Loan Parties, whether absolute or contingent and howsoever and whensoever created, arising, evidenced or acquired (including all renewals, extensions and modifications thereof and substitutions therefore) in connection with Banking Services

"Borrowing Subsidiary Agreement" has the meaning given to that term in the Credit Agreement.

"Borrowing Subsidiary Termination" has the meaning given to that term in the Credit Agreement

"Chase" means JPMorgan Chase Bank, N A , a national banking association, in its individual capacity, and its successors

"Co-collateral Agents" means JPMorgan Chase Bank, N.A and HSBC Bank USA, National Association, in their capacities as co-collateral agents for the Lenders

"Collateral Documents" means, collectively, the Security Agreements and any other documents granting a Lien upon the Collateral as security for payment of the Secured Obligations

"Commercial LC Exposure" has the meaning given to that term in the Credit Agreement

"Commitment" has the meaning given to that term in the Credit Agreement

"Common Control" has the meaning given to that term in the Credit Agreement

"Company" means Creative Tops Holdings Limited, a company incorporated in England and Wales (registered number 03930464) whose registered office is at c/o Gateley Secretaries Limited, One Eleven, Edmund Street Birmingham B3 2HJ

"Controlled" has the meaning given to that term in the Credit Agreement

"Controls" has the meaning given to that term in the Credit Agreement.

"Credit Agreement" means an amended and restated credit agreement dated 28 October 2011 and made between (1) Lifetime Brands, Inc , as Borrower, (2) the Foreign Subsidiary Borrowers from time to time party thereto, (3) the other Loan Parties from time to time party thereto, (4) the Lenders from time to time party thereto, (5) HSBC Bank USA, National

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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

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Association, as a Co-Collateral Agent and (6) JPMorgan Chase Bank, N A as Administrative Agent and a Co-Collateral Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time)

"Derivative Rights" means in relation to the Shares, benefits, dividends, distributions, interest and other income paid or made in respect of them, voting rights and money or property accruing or arising in respect of the Shares at any time

"Discharge Date" means the date on which

- (a) all the Commitments have been terminated,
- (b) all of the Secured Obligations (other than Unliquidated Obligations) have been unconditionally and irrevocably paid or discharged in full in cash to the satisfaction of the Security Agent, and
- (c) all Unliquidated Obligations have been cash collateralised in a manner satisfactory to the Security Agent

"Dollar Tranche LC Exposure" has the meaning given to that term in the Credit Agreement

"Dollar Tranche Lender" has the meaning given to that term in the Credit Agreement

"Dollar Tranche Percentage" has the meaning given to that term in the Credit Agreement

"Effective Date" means the date on which the conditions specified in Section 4 01 of the Credit Agreement are satisfied (or waived in accordance with Section 9 02 of the Credit Agreement)

"Event of Default" has the meaning given to that term in the Credit Agreement

"Existing Letters of Credit" has the meaning given to that term in the Credit Agreement

"Foreign Loan Parties" means each Loan Party that is not organized under the laws of a jurisdiction located in the United States of America

"Foreign Subsidiary Borrowers" has the meaning given to that term in the Credit Agreement

"Borrowing Subsidiary Agreement" has the meaning given to that term in the Credit Agreement

"Indebtedness" has the meaning given to that term in the Credit Agreement

"Initial Shares" means the shares in the Company held by the Chargor which are specified

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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

below

Company	Description	Number	Percentage
Creative Tops Holdings Limited	Ordinary Shares	127930	100%

"Instrument" means any document (which term includes any form of writing) under which any obligation is evidenced or undertaken or any Security Interest (or right in any Security Interest) is granted or perfected or purported to be granted or perfected

"Intercreditor Agreement" means that certain Intercreditor Agreement, dated as of the Original Effective Date, by and among the Administrative Agent, Citibank, N A , in its capacity as administrative agent under the Second Lien Documents, and each of the Loan Parties party thereto

"Issuing Bank" means (i) Chase, in its capacity as the issuer of Letters of Credit, and its successors in such capacity as provided in Section 2 07(i) of the Credit Agreement, and (ii) solely in respect of certain Existing Letters of Credit, HSBC Bank USA, National Association, in its capacity as the issuer of such Existing Letters of Credit Chase, in its capacity as the Issuing Bank, may, in its discretion, arrange for one or more Letters of Credit to be issued by Affiliates of the Issuing Bank, in which case the term **"Issuing Bank"** shall include any such Affiliate with respect to Letters of Credit issued by such

"LC Exposure" means at any time, the sum of Commercial LC Exposure and Standby LC Exposure The LC Exposure of any Multicurrency Tranche Lender at any time shall be its Multicurrency Tranche Percentage of the total Multicurrency Tranche LC Exposure at such time and the LC Exposure of any Dollar Tranche Lender at any time shall be its Dollar Tranche Percentage of the total Dollar Tranche LC Exposure at such time

"Lenders" means JPMorgan Chase Bank, N A , HSBC Bank USA, National Association (successor by merger to HSBC Business Credit (USA) Inc), Capital One Leverage Finance Corp , Sovereign Bank and any other Person that shall have become a party to the Credit Agreement pursuant to an Assignment and Assumption, other than any such Person that ceases to be a party hereto pursuant to an Assignment and Assumption Unless the context otherwise requires, the term **"Lenders"** includes the Swingline Lender

"Letter of Credit" means any letter of credit issued pursuant to the Credit Agreement

"Liens" has the meaning given to that term in the Credit Agreement

"Loan Documents" has the following meaning and includes the Credit Agreement and the Shares Charge **"Loan Documents"** means the Credit Agreement, each Borrowing

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Short particulars	<p>Subsidiary Agreement, each Borrowing Subsidiary Termination, any promissory notes issued pursuant to Section 2 11(f) of the Credit Agreement, any Letter of Credit applications, the Collateral Documents, the Loan Guaranty, the Intercreditor Agreement and all other agreements, instruments, documents and certificates identified in Section 4 01 or 4 03 of the Credit Agreement executed and delivered to, or in favor of, the Administrative Agent, any Lenders or any Secured Parties and including all other pledges, powers of attorney, consents, assignments, contracts, notices, letter of credit agreements and all other written matter whether heretofore, now or hereafter executed by or on behalf of any Loan Party, or any employee of any Loan Party, and delivered to the Administrative Agent, any Lender or any Secured Party in connection with the Credit Agreement or the transactions contemplated thereby Any reference in the Credit Agreement or any other Loan Document to a Loan Document shall include all appendices, exhibits or schedules thereto, and all amendments, restatements, supplements or other modifications thereto, and shall refer to the Credit Agreement or such Loan Document as the same may be in effect at any and all times such reference becomes operative</p> <p>"Loan Guaranty" has the meaning given to that term in the Credit Agreement</p> <p>"Loan Parties" has the meaning given to that term in the Credit Agreement</p> <p>"Loans" means the loans and advances made by the Lenders pursuant to the Credit Agreement, including Swingline Loans, Overadvances and Protective Advances</p> <p>"Multicurrency Tranche LC Exposure" has the meaning given to that term in the Credit Agreement</p> <p>"Multicurrency Tranche Percentage" has the meaning given to that term in the Credit Agreement.</p> <p>"Original Effective Date" has the meaning given to that term in the Credit Agreement</p> <p>"Overadvance" has the meaning given to that term in the Credit Agreement</p> <p>"Permitted Encumbrances" has the following meaning</p> <ul style="list-style-type: none"> (a) Liens imposed by law for Taxes that are not yet due or are being contested in compliance with Section 5.04 of the Credit Agreement, (b) carriers', warehousemen's, mechanics', materialmen's, repairmen's and other like Liens imposed by law, arising in the ordinary course of business and securing obligations that are not overdue by more than thirty (30) days or are being contested in compliance with Section 5.04 of the Credit Agreement, (c) pledges and deposits made in the ordinary course of business in compliance with workers' compensation, unemployment insurance and other social 	

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Short particulars

security laws or regulations,

- (d) deposits to secure the performance of bids, trade contracts, leases, statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature, in each case in the ordinary course of business,
- (e) judgment liens in respect of judgments that do not constitute an Event of Default under clause (k) of Article VII of the Credit Agreement, and
- (f) easements, zoning restrictions, rights-of-way and similar encumbrances on real property imposed by law or arising in the ordinary course of business that do not secure any monetary obligations and do not materially detract from the value of the affected property or interfere with the ordinary conduct of business of the Company or any Subsidiary, provided that the term **"Permitted Encumbrances"** shall not include any Lien securing Indebtedness

"Person" has the meaning given to that term in the Credit Agreement

"Protective Advances" has the meaning given to that term in the Credit Agreement

"Receiver" means any receiver, receiver and manager or administrative receiver appointed under the Shares Charge by the Security Agent over all or any of the Secured Assets whether solely, jointly, severally or jointly and severally with any other person and includes any substitute for any of them appointed from time to time

"Second Lien Documents" has the meaning given to that term in the Credit Agreement

"Secondary Shares" means any shares which the Chargor or its nominee(s) specify in writing as being within the Security or shares whose documents of title are from time to time deposited with the Lender or its nominee(s) in connection with the Security

"Secured Assets" means the Initial Shares, the Secondary Shares and the other assets from time to time the subject of the Security, **"Secured Asset"** means any of them and any reference to one or more of the Secured Assets includes all or any part of it or each of them

"Secured Parties" means the holders of the Secured Obligations from time to time and shall include (i) each Lender and the Issuing Bank in respect of its Loans and LC Exposure respectively, (ii) the Administrative Agent, the Co-Collateral Agents, the Issuing Bank and the Lenders in respect of all other present and future obligations and liabilities of the Foreign Loan Parties of every type and description arising under or in connection with the Credit Agreement or any other Loan Document, (iii) each Lender and Affiliate of such Lender in respect of Swap Obligations and Banking Services Obligations owed to such Person by the Foreign Loan Parties, (iv) each indemnified party under Section 9.03 of the Credit Agreement in respect of the obligations and liabilities of the Foreign Loan Parties to such Person under the Shares Charge and under the other Loan Documents, and (v) their

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Short particulars	<p>respective successors and (in the case of a Lender, permitted) transferees and assigns.</p> <p>"Security Interest" means a mortgage, charge, debenture, guarantee, pledge, lien (statutory or other), preference, priority or other security interest or preferential arrangement in the nature of a security interest of any kind or nature whatsoever (including any conditional sale or other title retention agreement) securing any obligation of any person or any other agreement or arrangement having a similar effect</p> <p>"Shares" means the Initial Shares and the Secondary Shares</p> <p>"Standby LC Exposure" has the meaning given to that term in the Credit Agreement</p> <p>"Subsidiary" has the meaning given to that term in the Credit Agreement</p> <p>"Swap Obligations" of a Person means any and all obligations (after giving effect to any netting agreements) of such Person, whether absolute or contingent and howsoever and whensoever created, arising, evidenced or acquired (including all renewals, extensions and modifications thereof and substitutions therefor), under (a) any and all Swap Agreements permitted under the Credit Agreement with a Lender or an Affiliate of a Lender, and (b) any and all cancellations, buy backs, reversals, terminations or assignments of any such Swap Agreement transaction</p> <p>"Swingline Lender" has the meaning given to that term in the Credit Agreement.</p> <p>"Swingline Loans" has the meaning given to that term in the Credit Agreement.</p> <p>"Taxes" has the meaning given to that term in the Credit Agreement</p> <p>"Term Loan Representative" has the meaning given to that term in the Intercreditor Agreement.</p> <p>"Unliquidated Obligations" has the meaning given to that term in the Credit Agreement</p>	



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 7762596
CHARGE NO 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SHARES CHARGE DATED 23
MARCH 2012 AND CREATED BY LIFETIME BRANDS UK
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM ANY OF THE FOREIGN LOAN PARTIES TO ANY OF
THE LENDERS THE ADMINISTRATIVE AGENT ANY CO-
COLLATERAL AGENT THE ISSUING BANK OR ANY
INDEMNIFIED PARTY 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 3 APRIL 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12 APRIL 2012

