

MG01s

Particulars of a charge created by a company registered in Scotland



EDINBURGH

A fee is payable with this form.

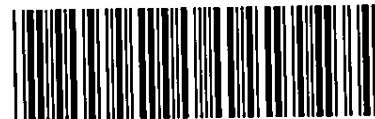
We will not accept this form unless you send the correct fee.

Please see 'How to pay' on the last page.

☒ **What this form is for**
You may use this form to register
particulars of a charge created by a
Scottish company.

☐ **What this form is NOT for**
You cannot use this form to register
particulars of a mortgage or charge
created by a company in England
and Wales or Northern Ireland. If
this, please use form MG01.

WEDNESDAY



SCT 18/01/2012 #30
COMPANIES HOUSE

1	Company details	<div>For official use 3</div>
Company number	S C 1 9 9 0 8 3	→ Filling in this form Please complete in typescript or in bold black capitals. All fields are mandatory unless specified or indicated by *
Company name in full	Worldmark International Limited (the "Chargor")	
2	Date of creation of charge	
Date of creation	d1 d2 m0 m1 y2 y0 y1 y2	
3	Description	
	Please give a description of the instrument (if any) creating or evidencing the charge e.g. 'Standard security', 'Floating charge' etc.	
Description	Share Charge (the "Charge")	
4	Amount secured	
	Please give us details of the amount secured by the charge.	Continuation page Please use a continuation page if you need to enter more details.
Amount secured	(1) the Obligors' Liabilities and (2) all and any of the Chargor's obligations and liabilities to the Secured Parties under or in connection with the Finance Documents of any kind and in any currency (whether present or future, actual or contingent and whether owed by the Chargor as principal or surety or incurred alone or jointly with another and whether owed to the Secured Parties as original obligee or as assignee or transferee), including (without limitation) all interest, commission, fees, charges, costs, expenses and other sums incurred by all or any of the Secured Parties in connection with the protection, preservation or enforcement of their rights under the Charge and/or the Finance Documents (after as well as before any demand or judgement). (See short particulars for definitions)	

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5**Mortgagee(s) or person(s) entitled to the charge**

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 The Royal Bank of Scotland plc

Address 36 St Andrew Square

Edinburgh

Postcode E H 2 2 Y B

Name

Address

Postcode

6**Short particulars of all the property charged**

Please give the short particulars of the property charged.

Continuation page

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

Short particulars

1. The Chargor as the sole legal and beneficial owner charges the Charged Assets to the Security Agent for the benefit of the Secured Parties by way of first fixed charge as continuing security for the payment and discharge on demand of the Secured Obligations from time to time when they fall due.
2. The Chargor shall at any time and from time to time if required by the Security Agent promptly complete, sign, seal (if applicable), execute and deliver all Documents, give such instructions or directions and do all acts and things which the Security Agent is entitled by the terms of the Charge to require for:
 - 2.1 perfecting or improving its title to and security over any Charged Assets;
 - 2.2 vesting or enabling the Security Agent to vest any Charged Assets in itself or its nominee(s) or in any purchaser or to facilitate the sale or other disposal of any of the Charged Assets upon the Charge becoming enforceable; or
 - 2.3 the exercise of any of the rights or powers attaching to any Charged Assets or conferred on the Security Agent by the Charge,

such Documents to be prepared by or on behalf of the Security Agent at the cost of the Chargor and to be in such form as the Security Agent may reasonably require.
3. The Chargor, by way of security and to more fully secure the performance of its obligations under the Charge, irrevocably appoints the Security Agent, any Receiver and any person deriving title under them jointly and also severally to be its attorney (with full power to appoint substitutes and to delegate), in its name and on its behalf, and as its act and deed or otherwise, at any time:
 - 3.1 to complete, execute, seal (if applicable), deliver and perfect any Document required to be executed by the Chargor under the Charge;
 - 3.2 to do any such legal assignments and other assurances, charges, authorities and documents over the moneys, property and assets charged by the Charge as required to be done by the Chargor under the Charge;

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7	Statement, in the case of a floating charge, as to any restrictions on power to grant further securities and any ranking provision ①
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N/A

① In the case of a floating charge a statement should be given of (1) the restrictions, if any, on the power of the company to grant further securities ranking in priority to, or pari passu with the floating charge; and/or (2) the provisions, if any, regulating the order in which the floating charge shall rank with any other subsisting or future floating charges or fixed securities over the property which is the subject of the floating charge or any part of it.

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

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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

None

9

Delivery of instrument

A certified copy of the instrument, if any, creating or evidencing the charge, together with this form with the prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of the creation of the charge.

In the case of a charge created out of the United Kingdom (UK), comprising property situated outside the UK, within 21 days after the date on which the copy of the instrument creating it could, in due course of post, and if despatched with due diligence, have been received in the UK. Certified copies of any other documents relevant to the charge should also be delivered.

10

Signature ²

Please sign the form here.

Signature

Signature

X DLA Piper Scotland LLP

19/1/12

X

² Signature

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 Christine Tonner

Company name DLA Piper Scotland LLP

Address Collins House

Rutland Square

Post town EDINBURGH

County/Region

Postcode E H 1 2 A A

Country

DX DX: ED271 Edinburgh

Telephone 0131 345 5180



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 a certified copy of the deed (if any) 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 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 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 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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Please give the short particulars of the property charged.

Short particulars

- 3.3 to perform any acts, things or otherwise which may be required of the Chargor, under the Charge or deemed by such attorney as necessary or desirable for any purpose of the Charge or to enhance or perfect the security intended to be constituted by the Charge;
- 3.4 to exercise (or to delegate) all or any of the rights conferred on the Security Agent and/or any Receiver by the Charge or by statute in relation to the Charge or the Charged Assets; or
- 3.5 to transfer legal ownership of any Charged Assets,

and the Chargor shall ratify and confirm all acts and things done by the Security Agent or any Receiver, any substitute or delegate in the exercise or purported exercise of this power of attorney, provided that the Security Agent (or any Receiver, any substitute or delegate) shall only exercise the power of attorney granted under clause 4 of the Charge if:

 - (a) the Charge has become enforceable pursuant to clause 9(a) of the Charge; or
 - (b) (only in respect of exercising the powers set out in clauses 4(a) and 4(c) of the Charge) the Chargor has failed to comply with clause 10 of the Charge or any other perfection obligations contained in the Charge.
4. The Chargor covenants with the Security Agent for the benefit of the Secured Parties that it shall not, without the prior written consent of the Security Agent and except as expressly permitted by any Finance Document:
 - 4.1 (except for the Charge) sell, transfer, assign or dispose, or grant any interest in, or otherwise deal with, any of the Charged Assets, or part with possession or ownership of them, or purport or agree to do so;
 - 4.2 (except for the Charge) create, or agree or attempt to create, or permit to arise or subsist, any Security, equity, option, trust or other third party right whatsoever over or affecting any of the Charged Assets;
 - 4.3 cause or permit any rights attaching to the Charged Assets to be varied or abrogated;
 - 4.4 cause or permit any of the Charged Assets to be consolidated, sub-divided or converted or the other capital of the Company to be re-organised, exchanged or repaid;
 - 4.5 cause or permit any amendment or change to be made to the Company's memorandum or articles of association which may have a Material Adverse Effect;
 - 4.6 waive, release, settle, compromise, abandon or set-off any claim or the liability of any person in respect of the Dividends, or do or omit to do any other act or thing whereby the recovery in full of the Dividends as and when they become payable may be impeded, provided that the restriction in clause 8(a)(vi) of the Charge shall not apply unless and until the Charge has become enforceable;
 - 4.7 do or cause or permit to be done anything which would be reasonably likely to depreciate, jeopardise or otherwise prejudice the value to the Security Agent and/or any Secured Party of the Charged Assets or the security created by the Charge;

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- 4.8 permit the appointment or removal of any director of the Company, unless the Company complied with its obligations under clause 3(c)(iii) of the Charge; or
- 4.9 permit the issue by the Company of any shares, stock or securities or (except pursuant to the Charge) the transfer of any shares, stock or securities issued by the Company, unless the Company complies with its obligations under clause 3(c)(ii) of the Charge.

DEFINITIONS

"Charged Assets" means the Shares and the Derivative Assets and includes all rights, benefits and sums now or in the future accruing to the Chargor as a result of or in connection with any of the Shares or the Derivative Assets;

"Company" means Worldmark Industrial Products and Solutions (Hong Kong) Limited, a company incorporated in Hong Kong with registered number 1619250 whose registered office is at Unit 1703, Infinitus Plaza, 199 Des Voeux Road, Central, Hong Kong;

"Derivative Assets" includes:

- (i) allotments, rights, money or property arising at any time in relation to any of the Shares by way of conversion, exchange, redemption, bonus, preference, option, conversion, consolidation, subdivision or otherwise;
- (ii) Dividends and other income paid or payable in relation to any of the Shares; and
- (iii) stock, shares and securities offered in addition to or substitution for any of the Shares;

"Document" includes any transfer, renunciation, proxy, mandate, legal or other charge, mortgage, assignment, deed or other document;

"Finance Documents" means any Senior Finance Document and any Mezzanine Finance Document.

"Material Adverse Effect" as defined in the Finance Documents;

"Mezzanine Facility Agreement" means a mezzanine sterling term facility agreement originally dated 22 December 2006 and amended and restated on 13 June 2008 and further amended on 27 May 2010 and on 30 December 2010 and made between (1) Worldmark International Holdings Limited as Parent, (2) Worldmark International Investments Limited, (3) the Chargor and other companies listed in part 1 of schedule 1 therein as the Original Guarantors, (4) The Royal Bank of Scotland plc as Mezzanine Arranger, (5) the financial institutions listed in part 2 of schedule 1 therein as Original Mezzanine Lenders, (6) Lloyds TSB Bank plc as Mezzanine Agent and (7) The Royal Bank of Scotland plc as Security Agent;

"Mezzanine Finance Document" means any "Finance Document" as such term is defined in the Mezzanine Facility Agreement, as supplemented, amended and/or restated from time to time;

"Obligor" as defined in the Finance Documents;

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Short particulars

"Obligors' Liabilities" means all and any of each and every Obligor's obligations and liabilities to the Secured Parties of any kind and in any currency under or pursuant to the Finance Document (whether present or future, actual or contingent and whether owed by each such Obligor as principal or surety or incurred alone or jointly with another and whether owed to the Secured Parties as original obligee or as assignee or transferee and whether or not at any time known, consented, contemplated, approved or agreed to or by the Chargor and whether or not in actual contemplation of the parties to the Charge when executed (all such obligations and liabilities at any time in existence being deemed so contemplated)), including (without limitation) interest, fees, charges, commission and expenses incurred under or pursuant to the Finance Documents;

"Original Shares" means the entire issued share capital of the Company beneficially owned by the Chargor, the particulars of which are set out in schedule 1 of the Charge;

"Receiver" means the person (or persons) appointed to be a receiver and manager or a receiver, in each case, pursuant to clause 25 of the Charge and (where the context requires or permits) includes any substituted receiver and manager or receiver;

"Secured Parties" as defined in the Finance Documents

"Senior Facilities Agreement" means a senior sterling term and multicurrency revolving facilities agreement relating to: (i) a facility A term loan, (ii) a facility B term loan, (iii) a facility C term loan and (iv) a committed revolving facility originally dated 22 December 2006, amended and restated on 13 June 2008 and further amended on 27 May 2010 and on 30 December 2010 and made between (1) Worldmark International Holdings Limited as Parent, (2) Worldmark International Investments Limited, (3) the companies listed in part 1 of schedule 1 therein as the Original Borrowers, (4) the Chargor and other companies listed in part 1 of schedule 1 therein as the Original Guarantors, (5) the Royal Bank of Scotland plc as Arranger, (6) the financial institutions listed in part 2 of schedule 1 therein as Original Lenders, (7) The Royal Bank of Scotland plc as Agent, (8) The Royal Bank of Scotland plc as Security Agent and (9) The Royal Bank of Scotland plc as LNG Lender.

"Senior Finance Document" means any "Finance Document" as such term is defined in the Senior Facilities Agreement, as supplemented, amended and/or restated from time to time;

"Shares" means the Original Shares and all other shares, stock and securities in the Company and/or any substitute or additional shares, stock and securities, in each case beneficially owned by the Chargor while any Secured Obligations are outstanding.



FILE COPY

**CERTIFICATE OF THE REGISTRATION
OF A CHARGE**

COMPANY NO. 199083

CHARGE NO. 3

I HEREBY CERTIFY THAT A CHARGE CREATED BY
WORLDMARK INTERNATIONAL LIMITED

ON 12 JANUARY 2012

FOR SECURING ALL SUMS DUE OR TO BECOME DUE

IN FAVOUR OF THE ROYAL BANK OF SCOTLAND PLC

WAS DELIVERED PURSUANT TO SECTION 878 OF THE
COMPANIES ACT 2006 ON 18 JANUARY 2012

GIVEN AT COMPANIES HOUSE, EDINBURGH 18 JANUARY 2012



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES