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Please do not
write in
this margin

Please complete
legibly, preferably
in black type, or
bold block lettering

*insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

A fee of £13 is payable to Companies House in respect
of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

18

Company number

00546129

Name of company

* Twyford Bathrooms (the "Mortgagor")

Date of creation of the charge

8 July 2009

Description of the instrument (if any) creating or evidencing the charge (note 2)

Mortgage dated 8 July 2009 (the "Mortgage") between the Mortgagor and The Royal Bank of Scotland plc, Frankfurt Branch as Security Trustee in respect of the Mortgaged Property (as defined in Schedule 1 (Definitions)).

Amount secured by the mortgage or charge

See Schedules 1 (Definitions) and 2 (Amount secured by the mortgage or charge).

Names and addresses of the mortgagees or persons entitled to the charge

The Royal Bank of Scotland plc, Frankfurt Branch as Security Trustee, Niederlassung Frankfurt, Junghofstrasse 22, 60311 Frankfurt am Main, Germany.

Postcode

Presentor's name address and
reference (if any):

(via CH London Counter)

Clifford Chance LLP
10 Upper Bank Street
London
E14 5JJ

Time critical reference

907085/70-40412368

For official Use (02/00)

Mortgage Section

Post room

THURSDAY



L3K0DBLH

LD4

16/07/2009

45

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

See Schedule 1 (Definitions) and Schedule 3 (Short particulars of all the property mortgaged or charged) attached hereto.

Please do not write in this margin

Please complete legibly, preferably in black type, or bold block lettering

Particulars as to commission allowance or discount (note 3)

None.

Signed

Clifford Chance LLP

Date 16 July 2009

On behalf of ~~XXXXXX~~ (mortgagee) ~~XXXXXX~~ †

The Royal Bank of Scotland plc. Frankfurt Branch

A fee is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)

† delete as appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

SCHEDULE 1

DEFINITIONS

In this Form 395:

"Accepting Lender" means an Initial Accepting Lender or a Subsequent Accepting Lender.

"Accession Letter" means a document substantially in the form set out in Schedule 7 (*Form of Accession Letter*) of the Senior Facilities Agreement or in such other form as may be agreed between the Company and the Agent.

"Additional Borrower" means a Closing Date Borrower and a company, limited partnership or its equivalent in other jurisdictions which becomes a Borrower in respect of the Revolving Facility in accordance with clause 31 (*Changes to the Obligors*) of the Senior Facilities Agreement.

"Additional Guarantor" means a Closing Date Guarantor and a company, limited partnership or its equivalent in other jurisdictions which becomes a Guarantor in accordance with clause 31 (*Changes to the Obligors*) of the Senior Facilities Agreement.

"Agent" means The Royal Bank of Scotland plc, Frankfurt Branch as agent of the other Finance Parties (as defined in the Senior Facilities Agreement) under the Senior Facilities Agreement.

"Ancillary Document" means each document relating to or evidencing the terms of an Ancillary Facility or a Fronted Ancillary Facility.

"Ancillary Facility" means any ancillary facility made available by an Ancillary Lender in accordance with clause 10 (*Ancillary Facilities*) of the Senior Facilities Agreement.

"Ancillary Lender" means each Senior Lender (or Affiliate of a Senior Lender) which makes an Ancillary Facility available pursuant to the terms of the Senior Facilities Agreement.

"Affiliate" means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company.

"Assignment Agreement" means an agreement substantially in the form set out in Schedule 6 (*Form of Assignment Agreement*) of the Senior Facilities Agreement or any other form agreed between the relevant assignor and assignee provided that if that other form does not contain the undertaking set out in the form set out in Schedule 6 (*Form of Assignment Agreement*) of the Senior Facilities Agreement it shall not be a Creditor/Agent Accession Undertaking as defined in, and for the purposes of, the Security Trust and Intercreditor Agreement.

"Borrower" means the Company and each Closing Date Borrower or an Additional Borrower unless it has ceased to be a Borrower in accordance with Clause 31 (*Changes to the Obligors*) of the Senior Facilities Agreement and, in respect of an Ancillary Facility and for the purposes of Clause 2.1 (*The Facilities*) of the Senior Facilities Agreement and Clause 10 (*Ancillary Facilities*) of the Senior Facilities Agreement only, any Affiliate of a Borrower that becomes a borrower of that Ancillary Facility with the approval of the relevant Lender

pursuant to the provisions of clause 10.10 (*Affiliates of Borrowers as Borrowers of Ancillary Facilities*) of the Senior Facilities Agreement; and "Borrowers" means all of them.

"Cash Funding Lender" means any person that has entered into a Cash Funding Lender Accession Undertaking in such capacity.

"Cash Funding Lender Accession Undertaking" means the agreement substantially in the form set out in Schedule 19 (*Form of Cash Funding Lender Accession Undertaking*) of the Senior Facilities Agreement or any other form agreed between the Agent and the Company pursuant to which any person accedes as a Cash Funding Lender, on or prior to the Restructuring Date, to the Senior Facilities Agreement and the Security Trust and Intercreditor Agreement as a Lender under Facility B.

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

"Closing Date Borrowers" means each of the following companies:

<i>Name of Closing Date Borrowers</i>	<i>Jurisdiction of incorporation and registration number (or equivalent, if any)</i>
Sanitec Europe Oy	Finland -1700086-7
Sanitec Oy, Finland	Finland - 1955115-2
IDO Kylpyhuone Oy, Ekenäs, Finland	Finland - 0827404-9
Allia International S.A.	France – RCS Montereau 302409594
Sanitec Holding Italy S.p.A., Italy	Italy - Milan 04812360966
Sanitec Italia S.p.A., Spilimbergo, Italy	Italy - Milan 00766160154
Pozzi-Ginori S.p.A.	Italy – Milan 02095910283
Domino Srl, Spilimbergo, Italy	Italy - Pordenone 01526230931
Keramag Nederland B.V., Amersfoort, the Netherlands	Netherlands - 31044244
Sugarlop Holding B.V., Amsterdam, The Netherlands	Netherlands - 33247609
Koninklijke Sphinx BV, Maastricht, The Netherlands	Netherlands - 14600336
Sanitec Holdings Norway A/S, Norway	Norway - 988069051
Porsgrund Bad A/S, Porsgrunn, Norway	Norway - 934661435
Sanitec Holdings Poland Sp.z.o.o., Poland	Poland - 0000193222

Sanitec Kolo Sp. Z.o.o.	Poland – 0000038110
Scan Aqua Sp. z.o.o, Ozorków, Poland	Poland - 0000038952
Ido Badrum AB, Stockholm, Sweden	Sweden - 556030-4619
Ifö Sanitär AB, Bromölla, Sweden	Sweden - 556033-0788
Royal Sanitec AB, Sweden	Sweden - 556611-2149
Sanitec UK Limited, UK	England and Wales - 04066175
Twyford Holdings Limited, UK	England and Wales – 04118131
Twyford Bathrooms, UK (unlimited company)	England and Wales – 00546129
Sofia IV S.à.r.l.	B 146502

"Closing Date Guarantors" means the companies listed in Part II (*The Closing Date Obligors*) of Schedule 1 (*The Parties*) of the Senior Facilities Agreement under the heading "Closing Date Guarantors" (which includes the Closing Date Borrowers and all Material Companies (as defined in the Senior Facilities Agreement) as at the date of the Senior Facilities Agreement).

"Company" means Sofia III S.à.r.l.

"Compliance Certificate" means a certificate substantially in the form set out in Schedule 9 (*Form of Compliance Certificate*) of the Senior Facilities Agreement.

"Continuing Lender" means an Existing Senior Creditor who, on the Restructuring Date and pursuant to the Offer Document, exchanges all of the Existing Senior Liabilities owing to it for consideration of Facility B Commitment in an amount equal to the amount set out as "Facility B Commitment" in the relevant Continuing Lender Accession Undertaking and a number of "B units" and "E units" in the Limited Partnership.

"Continuing Lender Accession Undertaking" means an agreement substantially in the form set out in Schedule 18 (*Form of Continuing Lender Accession Undertaking*) of the Senior Facilities Agreement or any other form agreed between the Agent and the Company pursuant to which the relevant Continuing Lender accedes, on the Restructuring Date, to the Senior Facilities Agreement and the Security Trust and Intercreditor Agreement as a Lender under Facility B.

"Creditors" means the Lenders, the Hedge Counterparties, EQT LP, the Intra Group Lenders and the Investor.

"Creditor/Agent Accession Undertaking" means:

- (a) an undertaking substantially in the form set out in Schedule 2 (*Form of Creditor/Agent Accession Undertaking*) of the Security Trust and Intercreditor Agreement;

- (b) a Transfer Certificate and Lender Accession Undertaking or an Assignment Agreement; or
- (c) in relation to the accession of Creditors on the Restructuring Date, a Continuing Lender Accession Undertaking or a Cash Funding Lender Accession Undertaking,

as the context may require, or

- (d) in the case of an acceding Debtor which is expressed to accede as an Intra Group Lender in the relevant Debtor Accession Deed, that Debtor Accession Deed.

"Debenture" means the composite debenture dated 8 July 2009 and made between Sanitec UK Limited, Twyford Holdings Limited and Twyford Bathrooms as the charging companies and The Royal Bank of Scotland plc, Frankfurt Branch as Security Trustee.

"Debtor" means each Original Debtor and any person which becomes a Party as a Debtor in accordance with the terms of clause 17 (*Changes to the Parties*) of the Senior Facilities Agreement.

"Debtor Accession Deed" means:

- (a) a deed substantially in the form set out in Schedule 1 (*Form of Debtor Accession Deed*) of the Security Trust and Intercreditor Agreement; or
- (b) (only in the case of a member of the Group which is acceding as a borrower or guarantor under the Senior Facilities Agreement) an Accession Letter.

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

"EQT LP" means the Initial C Limited Partner and any other person falling within the definition of the term "EQT LP" in the Limited Partnership Agreement and which has become party to the Security Trust and Intercreditor Agreement in accordance with clause 17 (*Changes to the Parties*) of the Security Trust and Intercreditor Agreement.

"Existing Security Trustee" means The Royal Bank of Scotland plc, Frankfurt Branch.

"Existing Senior Creditors" means the "Senior Creditors" (as such term is defined in the Existing Intercreditor Agreement) as of the date of the Offer Document.

"Existing Senior Liabilities" means the "Senior Liabilities" as such term is defined in the Existing Intercreditor Agreement.

"Existing Intercreditor Agreement" means the intercreditor agreement originally dated 7 April 2005 between, amongst others, Sanitec Oy and The Royal Bank of Scotland plc, Frankfurt Branch.

"Facility B" means the term loan facility made available under the Senior Facilities Agreement as described in paragraph (a)(i) of clause 2.1 (*The Facilities*) of the Senior Facilities Agreement.

"Facility B Commitment" means:

- (a) in relation to a Continuing Lender, the amount in euros set out as "Facility B Commitment" in the relevant Continuing Lender Accession Undertaking;
- (b) in relation to a Cash Funding Lender, the amount in euros set out as "Facility B Commitments" in the relevant Cash Funding Lender Accession Undertaking; and
- (c) in relation to any other Lender, the amount in euros of any Facility B Commitment transferred to it under the Senior Facilities Agreement,

to the extent not cancelled, reduced or transferred by it under the Senior Facilities Agreement.

"Facility C" means the super-senior term credit facility as described in paragraph (a)(ii) of clause 2.1 (*The Facilities*) of the Senior Facilities Agreement which may be made available under the Senior Facilities Agreement.

"Facility C Commitment" means:

- (a) in relation to an Accepting Lender or, as the case may be, a Further Lender, the amount in euros which it agrees to assume in accordance with paragraph (j) of clause 2.6 (*Facility C*) of the Senior Facilities Agreement; and
- (b) in relation to any other Lender, the amount in euros of any Facility C Commitment transferred to it under the Senior Facilities Agreement,

to the extent not cancelled, reduced or transferred by it under the Senior Facilities Agreement.

"Facility C Issuing Bank" means any Lender under Facility C that has agreed to a request from the Company that it acts as Issuing Bank in relation to Facility C.

"Fee Letter" means:

- (a) any letter or letters dated on or about the date of the Senior Facilities Agreement between the Agent and the Company setting out any of the fees referred to in clause 18 (*Fees*) of the Senior Facilities Agreement or between the Security Trustee and the Company setting out any of the fees referred to in the Security Trust and Intercreditor Agreement; and
- (b) any other agreement setting out fees referred to in clause 18.3 (*Fees payable in respect of Letters of Credit*) of the Senior Facilities Agreement or clause 18.4 (*Interest, commission and fees on Ancillary Facilities*) of the Senior Facilities Agreement.

"Finance Document" means the Senior Facilities Agreement, any Accession Letter, any Ancillary Document, any Assignment Agreement, any Cash Funding Lender Accession Undertaking, any Compliance Certificate, any Continuing Lender Accession Undertaking, any Fee Letter, any Further Lender Accession Letter, any Hedging Agreement, the Hedging Strategy Letter, the Offer Agent Appointment Letter, the Security Trust and Intercreditor

Agreement, any Resignation Letter, any Selection Notice, any Transaction Security Document, any Transfer Certificate and Lender Accession Undertaking, any Utilisation Request and any other document designated, in writing, as a "Finance Document" by the Agent and the Company provided that where the term "Finance Document" is used in, and construed for the purposes of, the Senior Facilities Agreement or the Security Trust and Intercreditor Agreement, a Hedging Agreement and the Senior Investor Loan Agreement shall be a Finance Document only for the purposes of:

- (a) the definition of "Confidential Information" in the Senior Facilities Agreement;
- (b) the definition of "Disruption Event" solely for the purposes of clause 29.1 (*Non-payment*) in the Senior Facilities Agreement;
- (c) the definition of "Material Adverse Effect" in the Senior Facilities Agreement;
- (d) paragraph (a) of the definition of "Permitted Financial Indebtedness" in the Senior Facilities Agreement;
- (e) paragraph (a) of the definition of "Permitted Transaction" in the Senior Facilities Agreement;
- (f) the definition of "Transaction Document" in the Senior Facilities Agreement;
- (g) the definition of "Transaction Security Document" in the Senior Facilities Agreement;
- (h) paragraph (a)(v) of Clause 1.2 (*Construction*) of the Senior Facilities Agreement;
- (i) Clause 24 (*Guarantee and Indemnity*) of the Senior Facilities Agreement;
- (j) Clause 29 (*Events of Default*) (other than paragraph (a) of clause 29.14 (*Repudiation and rescission of agreements*) and clause 29.17 (*Acceleration*) of the Senior Facilities Agreement;
- (k) paragraph (c) of clause 31.5 (*Resignation of a Guarantor*) of the Senior Facilities Agreement; and
- (l) the construction of the term "Finance Document" in any Transaction Security Document.

"Fronted Ancillary Facility" means an ancillary facility provided by a Fronting Ancillary Lender in accordance with clause 10.2 (*Fronted Ancillary Facility*) of the Senior Facilities Agreement.

"Fronting Ancillary Lender" has the meaning given to that term in clause 10.2 (*Fronted Ancillary Facility*) of the Senior Facilities Agreement.

"Further Lender" means any Lender or any bank, financial institution, trust, fund or other entity which is regularly engaged in or established for the purpose of making, purchasing or investing in loans, securities or other financial assets which assumes Facility C Commitments in accordance with clause 2.6(g) of the Senior Facilities Agreement.

"Further Lender Accession Letter" means a letter substantially in the form set out in Schedule 16 (*Further Lender Accession Letter*) of the Senior Facilities Agreement or in such other form as may be agreed between the Company and the Agent.

"Group" means the Company, Sofia IV S.à.r.l., Sanitec Oy and each of their respective Subsidiaries for the time being.

"Guarantor" means the Company, Sofia IV S.à.r.l., a Closing Date Guarantor or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with clause 31 (*Changes to the Obligors*) of the Senior Facilities Agreement.

"Hedge Counterparty" means a Lender or an Affiliate of a Lender which has become a Party as a Hedge Counterparty in accordance with clause 30.9 (*Accession of Hedge Counterparties*) of the Senior Facilities Agreement.

"Hedging Agreement" means any ISDA master agreement, confirmation, schedule or other agreement entered into or to be entered into by any Obligor and a Hedge Counterparty for the purpose of hedging interest rate or currency rate liabilities in relation to any of the Term Facilities in accordance with the Hedging Strategy Letter delivered to the Agent under clause 4.1 (*Initial conditions precedent*) of the Senior Facilities Agreement.

"Holding Company" means, in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary.

"Initial C Limited Partner" means Sofia LP Limited, a company incorporated in Guernsey on 28 May 2009 with registration number 50433.

"Issuing Bank" means, as the context may require, the Revolving Issuing Bank, the Facility C Issuing Bank, or either of them.

"Initial Accepting Lender" has the meaning given to that term in paragraph (e) of clause 2.6 (*Facility C*) of the Senior Facilities Agreement.

"Investor" means Sofia II S.à.r.l, a limited liability company (*société à responsabilité limitée*) incorporated under the laws of Luxembourg, having its registered office at 23 rue Aldringen, L-1118 Luxembourg and registered with the Luxembourg Register of Commerce and Companies under registration number B 146.500 and having a share capital of EUR 12,500.

"Lender" means:

- (a) any Original Revolving Lender;
- (b) from the Restructuring Date and in accordance with clause 2.4 (*Facility B*) of the Senior Facilities Agreement, any Existing Senior Creditor which has acceded to the Senior Facilities Agreement as a Continuing Lender and any Cash Funding Lender;
- (c) any Accepting Lender and any Further Lender; and
- (d) any bank, financial institution, trust, fund or other entity which has become a Party in accordance with clause 30 (*Changes to the Lenders*) of the Senior Facilities Agreement,

which in each case has not ceased to be a Lender in accordance with the terms of the Senior Facilities Agreement.

"Limited Partnership" means Sofia LP, being the limited partnership formed pursuant to the Limited Partnership Agreement.

"Limited Partnership Agreement" means the limited partnership deed dated 25 June 2009 and made between, amongst others, Sofia GP Limited and Sofia LP Limited.

"Mortgaged Property" means:

- (a) the property specified in Schedule 1 (*Details of Mortgaged Property*) of the Mortgage; and
- (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such property,

and includes all Related Rights.

"Offer Agent Appointment Letter" means the letter dated 25 June 2009 pursuant to which The Royal Bank of Scotland plc, Frankfurt Branch is appointed as offer agent for the Company in relation to the offer made pursuant to the Offer Document.

"Offer Document" means the offer document in the form set out in Schedule 5 to the Restructuring Agreement.

"Obligor" means a Borrower or a Guarantor.

"Offer Agent" means The Royal Bank of Scotland plc, Frankfurt Branch in its capacity as offer agent appointed pursuant to the Offer Agent Appointment Letter.

"Offer Agent Appointment Letter" means the letter dated on or around the date of the Senior Facilities Agreement pursuant to which The Royal Bank of Scotland plc, Frankfurt Branch is appointed as offer agent for the Company in relation to the offer made pursuant to the Offer Document.

"Offer Document" means the offer document in the form set out in Schedule 5 to the Restructuring Agreement.

"Original Debtor" means each of the Company and Sofia IV S.à.r.l.

"Original Revolving Lenders" means the financial institutions listed in Part III (*The Original Revolving Lenders*) of Schedule 1 (*The Parties*) of the Senior Facilities Agreement as revolving lenders.

"Party" means a party to the Senior Facilities Agreement.

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

"Related Rights" means, in relation to any asset:

- (a) the proceeds of sale of any part of that asset;
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset;
- (c) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that asset; and
- (d) any monies and proceeds paid or payable in respect of that asset.

"Resignation Letter" means a letter substantially in the form set out in Schedule 8 (*Form of Resignation Letter*) of the Senior Facilities Agreement.

"Restructuring Agreement" means the restructuring agreement dated 25 June 2009 and entered into by the Security Trustee, the Agent, the Company and Sofia IV S.à.r.l..

"Restructuring Date" has the meaning given to the term Completion Date in the Restructuring Agreement.

"Revolving Facility" means the super senior revolving credit facility made available under the Senior Facilities Agreement as described in paragraph (a)(iii) of clause 2.1 (*The Facilities*) of the Senior Facilities Agreement.

"Revolving Issuing Bank" means:

- (a) The Royal Bank of Scotland Plc, Frankfurt Branch; and/or
- (b) any Lender under the Revolving Facility that has agreed to a request from the Company that it acts as Issuing Bank in relation to the Revolving Facility.

"Security Documents" means:

- (a) each of the Transaction Security Documents;
- (b) any other document entered into at any time by any of the Debtors creating any guarantee, indemnity, Security or other assurance against financial loss in favour of any of the Secured Parties as security for any of the Secured Obligations; and
- (c) any security granted under any covenant for further assurance in any of the documents set out in paragraphs (a) and (b) above.

"Secured Parties" means the Security Trustee, the Offer Agent, any Receiver or Delegate of the Agent and the Senior Credit Parties from time to time but, in the case of the Agent or each Senior Credit Party, only if it is a party to the Senior Facilities Agreement or (in the case of a Senior Agent or a Senior Credit Party) has acceded to the Senior Facilities Agreement, in the appropriate capacity, pursuant to clause 17.9 (*Creditor/Agent Accession Undertaking*) of the Senior Facilities Agreement.

"Security Trust and Intercreditor Agreement" means the security trust and intercreditor agreement dated 25 June 2009 and made between, *inter alios*, Sofia IV S.à.r.l., the Company,

the Investor, the Security Trustee, the Existing Security Trustee, the Agent, the Lenders and the Hedge Counterparties.

"Security Trustee" means The Royal Bank of Scotland plc, Frankfurt Branch in its capacity as security trustee for the Secured Parties which shall include any person for the time being appointed as Security Trustee in accordance with Security Trust and Intercreditor Agreement.

"Selection Notice" means a notice substantially in the form set out in Part II of Schedule 3 (*Requests*) of the Senior Facilities Agreement given in accordance with clause 16 (*Interest Periods*) of the Senior Facilities Agreement in relation to a Term Facility.

"Senior Credit Parties" means the Senior Creditors and EQT LP.

"Senior Creditors" means the Senior Lenders and the Hedge Counterparties.

"Senior Facilities Agreement" means the senior facilities agreement dated 25 June 2009 and made between the Company, Sofia IV S.à.r.l., the Senior Lenders and others.

"Senior Investor Loan Agreement" means the senior investor loan agreement entered into or to be entered into between EQT LP (as defined in the Security Trust and Intercreditor Agreement) as lender and the Company as borrower.

"Senior Lenders" means each Lender, Issuing Bank and Ancillary Lender.

"Subsequent Accepting Lender" has the meaning given to that term in paragraph (i) of clause 2.6 (*Facility C*) of the Senior Facilities Agreement.

"Subsidiary" means in relation to any company or corporation, a company or corporation:

- (a) which is controlled, directly or indirectly, by the first mentioned company or corporation;
- (b) more than half the issued share capital of which is beneficially owned, directly or indirectly by the first mentioned company or corporation; or
- (c) which is a Subsidiary of another Subsidiary of the first mentioned company or corporation,

and for this purpose, a company or corporation shall be treated as being controlled by another if that other company or corporation is able to direct its affairs and/or to control the composition of its board of directors or equivalent body.

"Term Facility" means Facility B and Facility C. A reference to "Term Facilities" is a reference to each of them.

"Transaction Security" means the security created or evidenced or expressed to be created or evidenced under or pursuant to the Security Documents.

"Transaction Security Documents" means each of the documents listed as being a Transaction Security Document in paragraph 3(f) of Part IA of Schedule 2 (*Conditions precedent to the Restructuring*) of the Senior Facilities Agreement, paragraph 2(b) of Part IB

of Schedule 2 (*Closing Date Conditions Precedent*) of the Senior Facilities Agreement and any document required to be delivered to the Agent under paragraph 13 of Part II of Schedule 2 (*Conditions precedent required to be delivered by an Additional Obligor*) of the Senior Facilities Agreement together with any other document entered into by any Obligor creating or expressed to create any security over all or any part of its assets in respect of the obligations of any of the Obligors under any of the Finance Documents.

"Transfer Certificate and Lender Accession Undertaking" means an agreement substantially in the form set out in Schedule 5 (*Form of Transfer Certificate and Lender Accession Undertaking*) of the Senior Facilities Agreement or any other form agreed between the Agent and the Company.

"Utilisation Request" means a notice substantially in the relevant form set out in Part IA of Schedule 3 (*Requests*) of the Senior Facilities Agreement.

SCHEDULE 2
AMOUNT SECURED BY THE MORTGAGE OR CHARGE

All present and future liabilities and obligations at any time of any Obligor to any Secured Party under the Finance Documents (which, for the avoidance of doubt, includes any liabilities arising in relation to Facility C if and when that facility is made available under the Senior Facilities Agreement), both actual and contingent and whether incurred solely or jointly or in any other capacity together with any of the following matters relating to or arising in respect of those liabilities and obligations:

- (a) any novation, deferral or extension;
- (b) any claim for damages or restitution; and
- (c) any claim as a result of any recovery by any Obligor of a payment on the grounds of preference or otherwise, and any amounts which would be included in any of the above but for any discharge, non provability, unenforceability or non allowance of those amounts in any insolvency or other proceedings (the "**Secured Obligations**").

10 4

SCHEDULE 3

SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED

The Mortgagor has charged with full title guarantee in favour of the Security Trustee with the payment and discharge of the Secured Obligations and by way of first legal mortgage the property specified in Schedule 1 (*Details of Mortgaged Property*) of the Mortgage being:

County and District/	Description of Property	Title Number
London Borough		
<u>Cheshire and Congleton</u>	<u>Lawton Road, Alsager</u>	<u>CH339403 and CH293510</u>
<u>and any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such property including all Related Rights.</u>		

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Negative Pledge and Further Assurance

The Debenture (to which the Mortgage is supplemental and which the Mortgagor is party to) contains covenants for further assurance and the Senior Facilities Agreement (which the Mortgagor is a Party to as an Obligor) contains a negative pledge.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

**COMPANY NO. 546129
CHARGE NO. 8**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A MORTGAGE DATED 8 JULY 2009
AND CREATED BY TWYFORD BATHROOMS FOR SECURING
ALL MONIES DUE OR TO BECOME DUE FROM ANY OBLIGOR
TO ANY SECURED PARTY ON ANY ACCOUNT WHATSOEVER
UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT
CREATING OR EVIDENCING THE CHARGE WAS REGISTERED
PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT
1985 ON THE 16 JULY 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 22 JULY 2009

90
J.J.



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES