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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

369671/169

395

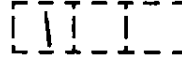
A fee of £13 is payable to Companies House in respect
of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



2557288

Name of company

* Hepplewhite Kitchens Limited ("**Company**")

Date of creation of the charge

2 February 2009

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

A group debenture ("**Debenture**") made on 2 February 2009 between (1) the companies named in the Debenture as Original Charging Companies (as defined below, including the Company), and (2) Lloyds TSB Bank plc as security agent for the Secured Parties (as defined below) (in such capacity, the "**Security Agent**").

Amount secured by the mortgage or charge

All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or alone or in any other capacity whatsoever) of each present or future member of the Group (as defined below) to the Security Agent and/or the other Secured Parties (or any of them) under or pursuant to the Revolving Facility (as defined below and including all monies covenanted to be paid under the Debenture) ("**Secured Obligations**").

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

Lloyds TSB Bank plc, PO Box 85, 14 Church Street, Sheffield,
(Attention: Andrew Aisthorpe) as the Security Agent.

Postcode S1 1HP

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

DLA Piper UK LLP
Princes Exchange
Princes Square
LEEDS
LS1 4BY

RW/26072/220104/22863523

Time critical reference

For official Use (02/06)
Mortgage Section

Post room

MONDAY



A34

09/02/2009

COMPANIES HOUSE

14

Short particulars of all the property mortgaged or charged

1. The Company, with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 and as continuing security for payment of the Secured Obligations, charges and agrees to charge all of its present and future right, title and interest in and to the following assets which are at any time owned by it, or in which it from time to time has an interest:

- (a) by way of first legal mortgage:
- (i) the Real Property (as defined below) (if any) specified in part 1 of schedule 2 (Details of Security Assets) of the Debenture (none specified); and
 - (ii) all other Real Property (if any) at the date of the Debenture vested in, or charged to, the Company (not charged by clause 4.1 (a) (i) of the Debenture (paragraph 1(a) (i) above));

Continued/...

Particulars as to commission allowance or discount (note 3)

Nil

Signed

DWA Piper UK LLP

Date

6/02/2009

On behalf of ~~XXXXXX~~ [mortgagee/chargee] †

Please do not write in this margin

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

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

Name of company

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Addendum 1/4

1. Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Addendum 2/4

2. Amount due or owing on the mortgage or charge (continued)

Addendum 3/4

3. Names, addresses and descriptions of the mortgages or persons entitled to the charge (continued)

Addendum 4/4

4. Short particulars of all the property mortgaged or charged (continued)

[continuation page]

- (b) by way of first fixed charge:
- (i) all other Real Property and all interests in Real Property (not charged by clause 4.1(a) of the Debenture (paragraph 1(a) above));
 - (ii) all licences to enter upon or use land and the benefit of all other agreements relating to land; and
 - (iii) the proceeds of sale of all Real Property;
- (c) by way of first fixed charge all plant and machinery (not charged by clause 4.1(a) (paragraph 1(a) above) or 4.1(b) (paragraph 1(b) above) of the Debenture) and the benefit of all contracts, licences and warranties relating to the same;
- (d) by way of first fixed charge:
- (i) all computers, vehicles, office equipment and other equipment (not charged by clause 4.1(c) of the Debenture (paragraph 1(c) above)); and
 - (ii) the benefit of all contracts, licences and warranties relating to the same, other than any which are for the time being part of the Company's stock-in-trade or work-in-progress);
- (e) by way of first fixed charge:
- (i) the Charged Securities (as defined below) referred to in part 2 of schedule 2 (Details of Security Assets) of the Debenture (none specified); and
 - (ii) all other Charged Securities (not charged by clause 4.1(e)(i) of the Debenture (paragraph 1(e)(i) above)),

in each case, together with (A) all Related Rights (as defined below) from time to time accruing to those Charged Securities and (B) all rights which the Company may have at any time against any clearance or settlement system or any custodian in respect of any Charged Investments (as defined below);

- (f) by way of first fixed charge:
- (i) the Cash Collateral Accounts (as defined below) and all monies at any time standing to the credit of the Cash Collateral Accounts;
 - (ii) the Collection Accounts (as defined below) and all monies at any time standing

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to the credit of the Collection Accounts; and
 (iii) all accounts of the Company with any bank, financial institution or other person at any time (not charged by clauses 4.1(f)(i) or 4.1(f)(ii) of the Debenture (paragraphs 1(f)(i) and 1(f)(ii) above)) and all monies at any time standing to the credit of such accounts,

in each case, together with all interest from time to time accrued or accruing on such monies, any investment made out of such monies or account and all rights to repayment of any of the foregoing;

- (g) by way of first fixed charge:
 - (i) the Intellectual Property (as defined below) (if any) specified in part 4 of schedule 2 (*Details of Security Assets*) of the Debenture (none specified); and
 - (ii) all other Intellectual Property (if any) (not charged by clause 4.1(g)(i) of the Debenture (paragraph 1(g)(i) above));
- (h) to the extent that any Assigned Asset (as defined below) is not effectively assigned under clause 4.2 (*Security assignments*) of the Debenture (paragraph 2 below), by way of first fixed charge such Assigned Asset;
- (i) by way of first fixed charge (to the extent not otherwise charged or assigned in the Debenture):
 - (i) the benefit of all licences, consents, agreements and Authorisations (as defined below) held or used in connection with the business of the Company or the use of any of its assets; and
 - (ii) any letter of credit issued in favour of the Company and all bills of exchange and other negotiable instruments held by it; and
- (j) by way of first fixed charge all of the goodwill and uncalled capital of the Company.

2. The Company assigns and agrees to assign absolutely (subject to a proviso for reassignment on redemption) all of its present and future right, title and interest in and to:

- (a) the Relevant Contracts (as defined below), all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising therefrom;
- (b) each of the following:
 - (i) each present and future Key-man Policy (as defined below);
 - (ii) all Insurances (as defined below) specified in part 6 of schedule 2 (*Details of Security Assets*) of the Debenture (none specified); and
 - (iii) all other Insurances (not assigned by clauses 4.2(b)(i) or 4.2(b)(ii) of the Debenture (paragraphs 2(b)(i) and 2(b)(ii) above)),
 and all claims under the Insurances and all proceeds of the Insurances; and
- (c) all other Receivables (as defined below) (not assigned under clauses 4.2(a) or 4.2(b) of the Debenture) (paragraphs 2(a) and 2(b) above).

To the extent that any Assigned Asset described in clause 4.2(b) of the Debenture (paragraph 2(b) above) is not assignable, the assignment which that clause purports to effect shall operate as an assignment of all present and future rights and claims of the Company to any proceeds of such Insurances.

3. The Company charges and agrees to charge by way of first floating charge all of its present and future:

- (a) assets and undertaking (wherever located) not otherwise effectively charged by way of first fixed mortgage or charge or assigned pursuant to clause 4.1 (*Fixed charges*) of the Debenture (paragraph 1 above), clause 4.2 (*Security assignments*) of the Debenture (paragraph 2 above) or any other provision of the Debenture; and
- (b) (whether or not effectively so charged or assigned) heritable property and all other property and assets in Scotland.

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Note 1

The Debenture contains the following restrictive covenants:

- (a) Except as permitted under paragraph (b) below:
 - (i) the Company shall not (and the Parent (as defined below) shall ensure that no other member of the Group will) create or permit to subsist any Security (as defined below) over any of its assets; and
 - (ii) the Company shall not (and the Parent shall ensure that no other member of the Group will):
 - (A) sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired by the Company or any other member of the Group;
 - (B) sell, transfer or otherwise dispose of any of its receivables on recourse terms;
 - (C) enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts; or
 - (D) enter into any other preferential arrangement having a similar effect,

in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness (as defined below) or of financing the acquisition of an asset.
- (b) Paragraph (a) above does not apply to any Security or, as the case may be, Quasi-Security (as defined below), which is:
 - (i) Permitted Security (as defined below); or
 - (ii) a Permitted Transaction (as defined below).
- (c) Except as permitted under paragraph (d) below, the Company shall not (and the Parent shall ensure that no member of the Group will) make a Disposal (as defined below).
- (d) Paragraph (c) does not apply to any Disposal which is:
 - (i) a Permitted Disposal (as defined below); or
 - (ii) a Permitted Transaction.

Note 2

The Debenture contains the following further assurances:

The Company shall (and the Parent shall procure that the Company shall) at its own expense, immediately do all acts and execute all documents as the Security Agent or a Receiver (as defined below) may reasonably specify (and in such form as the Security Agent or a Receiver may reasonably require) for:

- (a) creating, perfecting or protecting the Security intended to be created by the Debenture or any other Transaction Security Document (as defined below);
- (b) facilitating the realisation of any Security Asset (as defined below);
- (c) facilitating the exercise of any rights, powers and remedies exercisable by the Security Agent, any other Secured Party or any Receiver or any Delegate (as defined below) in respect of any Security Asset or provided by or pursuant to the Finance Documents (as defined below) or by law; or
- (d) creating and perfecting Security in favour of the Security Agent or the Secured Parties over any property and assets of the Company located in any jurisdiction outside England and Wales equivalent or similar to the Security intended to be created by or pursuant to the Debenture or any other Transaction Security Document.

This includes:

- (i) the re-execution of the Debenture or such Transaction Security Document;
- (ii) the execution of any legal mortgage, charge, transfer, conveyance, assignment, assignation or assurance of any property, whether to the Security Agent or to

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its nominee; and

(iii) the giving of any notice, order or direction and the making of any filing or registration,

which, in any such case, the Security Agent may think expedient.

The Company shall (and the Parent shall procure that each member of the Group shall) take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Agent or the Finance Parties by or pursuant to the Finance Documents.

Without prejudice to the generality of clause 20.1 (*Further action*) of the Debenture (which clause is set out above in this note 2), the Company will immediately upon request by the Security Agent execute any document contemplated by that clause over any Security Asset which is subject to or intended to be subject to any fixed security under the Debenture (including any fixed security arising or intended to arise pursuant to clause 6 (*Conversion of floating charge*) of the Debenture).

Note 3

The Debenture contains a power to appoint a receiver, receiver and manager or administrative receiver.

Note 4

The Debenture contains a power of attorney in favour of the Security Agent, each Receiver and any Delegate.

Definitions

"Accession Deed" means an accession deed substantially in the form set out in schedule 6 (*Form of Accession Deed*) of the Debenture;

"Accession Letter" means a document substantially in the form set out in schedule 6 (*Form of Accession Letter*) of the Senior Facilities Agreement;

"Accounting Principles" means generally accepted accounting principles in the UK;

"Additional Borrower" means a company which becomes a Borrower in accordance with clause 27 (*Changes to the Obligors*) of the Senior Facilities Agreement;

"Additional Guarantor" means a company which becomes a Guarantor in accordance with clause 27 (*Changes to the Obligors*) 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;

"Agent" means Lloyds TSB Bank plc;

"Ancillary Document" means each document relating to or evidencing the terms of an Ancillary Facility;

"Ancillary Facility" means any ancillary facility made available by an Ancillary Lender in accordance with clause 6 (*Ancillary Facilities*) of the Senior Facilities Agreement;

"Ancillary Lender" means each Lender (or Affiliate of a Lender) which makes available an Ancillary Facility in accordance with clause 6 (*Ancillary Facilities*) of the Senior Facilities Agreement;

"Arranger" means Lloyds TSB Bank plc;

"Assigned Assets" means the Security Assets expressed to be assigned pursuant to clause 4.2 (*Security assignments*) of the Debenture;

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"Authorisation" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration;

"Borrower" means an Original Borrower or an Additional Borrower unless it has ceased to be a Borrower in accordance with clause 27 (*Changes to the Obligors*) of the Senior Facilities Agreement;

"Cash Collateral Accounts" means each:

- (a) Mandatory Prepayment Account; and
- (b) each Holding Account,

as defined in the Senior Facilities Agreement and including but not limited to the accounts (if any) specified as such in part 3 of schedule 2 (*Details of Security Assets*) of the Debenture (none specified);

"Cash Equivalent Investments" has the meaning given to it in the Senior Facilities Agreement;

"Charged Investments" means the Charged Securities and all present and future Related Rights accruing to all or any of the Charged Securities;

"Charged Securities" means:

- (a) the securities specified in part 2 of schedule 2 (*Details of Security Assets*) of the Debenture (referred to in paragraph 1(e) above); and
- (b) all other stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or "investments" (as defined in part II of schedule II to the Financial Services and Markets Act 2000 as in force at the date of the Debenture) now or in future owned (legally or beneficially) by the Company or held by a nominee, trustee, fiduciary or clearance system on its behalf or in which the Company has an interest at any time including, for the avoidance of doubt, all shares acquired in the Target Group from time to time;

"Charging Companies" means:

- (a) the Original Charging Companies; and
- (b) any other company which accedes to the Debenture pursuant to an Accession Deed;

"Collection Account" has the meaning given to that term in clause 11.9(a)(iii) of the Debenture;

"Company Intra-Group Loan Agreement" means the loan agreement in the agreed form between Omega Bidco Limited (company number 6759500) and certain other members of the Group pursuant to which those members of the Group have made or will make available a facility to Omega Bidco Limited (company number 6759500) up to a maximum aggregate principal amount equal to the aggregate principal amount of (plus interest on) the Facilities (as defined in the Senior Facilities Agreement), the Bridging Loan Facility (as defined in the Senior Facilities Agreement) and the Management Loan Notes (as defined in the Senior Facilities Agreement);

"Compliance Certificate" means a certificate substantially in the form set out in schedule 8 (*Form of Compliance Certificate*) of the Senior Facilities Agreement;

"Deed of Accession (Debenture)" has the same meaning as Accession Deed;

"Deed of Accession (Intercreditor Agreement)" means the deed of accession, in the agreed form, to be entered into by, amongst others, the Target and the Target Security Companies, under which the Target and the Target Security Companies accedes to the terms of the Intercreditor Agreement;

"Delegate" means any delegate, sub-delegate, agent, attorney or co-trustee appointed by the Security Agent or by a Receiver;

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"Disposal" has the meaning given to that term in clause 9.2 (*Disposal, Insurance and Acquisition Proceeds, Excess Cashflow*) of the Senior Facilities Agreement;

"Fee Letter" has the meaning given to it in the Senior Facilities Agreement;

"Finance Document" means the Senior Facilities Agreement, any Accession Letter, any Ancillary Document, the Company Intra-Group Loan Agreement, any Compliance Certificate, any Fee Letter, any Hedging Agreement, the Intercreditor Agreement, any Resignation Letter, any Selection Notice, any Transaction Security Document, any Utilisation Request, the Stage Two Security Documents, the Stage Three Security Documents, any Deed of Accession (Debenture), any Deed of Accession (Inter-Creditor Agreement) and any other document designated as a "Finance Document" by the Agent and the Parent from time to time;

"Finance Party" means the Agent, the Arranger, the Security Agent, a Lender, a Hedge Counterparty or any Ancillary Lender;

"Financial Indebtedness" means any indebtedness for or in respect of:

- (a) monies borrowed and debit balances at banks or other financial institutions;
- (b) any acceptance under any acceptance credit or bill discounting facility (or dematerialised equivalent);
- (c) any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument;
- (d) any finance lease;
- (e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis and meet any requirement for de-recognition under the Accounting Principles);
- (f) any counter-indemnity obligation in respect of a guarantee, bond, standby or any other instrument issued by a bank or financial institution in respect of (A) an underlying liability of an entity which is not a member of the Group which liability would fall within one of the other paragraphs of this definition or (B) any liabilities of any member of the Group relating to any post-retirement benefit scheme;
- (g) any Treasury Transaction (and, when calculating the value of that Treasury Transaction, only the marked to market value (or, if any actual amount is due as a result of the termination or close-out of that Treasury Transaction, that amount) shall be taken into account);
- (h) any amount of any liability under an advance or deferred purchase agreement if (A) one of the primary reasons behind entering into the agreement is to raise finance or finance the acquisition or construction of the asset or service in question or (B) the agreement is in respect of the supply of assets or services and payment is due more than 90 days after the date of supply;
- (i) any amount raised under any other transaction (including any forward sale or purchase, sale and sale back or sale and leaseback agreement) having the commercial effect of a borrowing; and
- (j) the amount of any liability in respect of any guarantee for any of the items referred to in paragraphs (a) to (j) above;

"Financial Year" has the meaning given to that term in clause 23.1 (*Financial definitions*) of the Senior Facilities Agreement;

"Group" means the Parent and each of its Subsidiaries for the time being (including for the avoidance of doubt the Target and its Subsidiaries at all times on or after the Unconditional Date;

"Guarantor" means an Original Guarantor or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with clause 27 (*Changes to the Obligors*) of the Senior

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Facilities Agreement;

"Hedge Counterparty" means a Lender or an Affiliate of a Lender which is or has become a party to the Intercreditor Agreement as a Hedge Counterparty in accordance with the Intercreditor Agreement;

"Hedging Agreement" means any master agreement, confirmation, schedule or other agreement in the agreed form entered into or to be entered into by Omega Bidco Limited (company number 6759500) and a Hedge Counterparty for the purpose of hedging interest rate currency or other exchange rate liabilities in relation to all or part of the Term Facilities (as defined in the Senior Facilities Agreement) in accordance with the Hedging Letter delivered to the Agent under clause 4.1 (*Initial conditions precedent*) of the Senior Facilities Agreement;

"Holding Account" means an interest bearing account:

- (a) held in the United Kingdom by a member of the Group with the Agent or Security Agent;
- (b) identified in a letter between the Parent and the Agent as a Holding Account; and
- (c) subject to Security in favour of the Security Agent which Security is in form and substance satisfactory to the Security Agent,

(as the same may be redesignated, substituted or replaced from time to time);

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

"Insurances" means all policies of insurance which are at any time held by or written in favour of the Company, or in which the Company from time to time has an interest (including, without limitation:

- (a) all present and future Key-man Policies; and
- (b) the policies of insurance (if any) specified in part 6 of schedule 2 (*Details of Security Assets*) of the Debenture (none specified));

"Intellectual Property" means all present and future legal and/or equitable interests (including, without limitation, the benefit of all licences in any part of the world) of the Company in, or relating to:

- (a) any patents, registered and unregistered trade marks and service marks, registered designs, utility models, trade names, copyrights, design rights, unregistered designs, inventions, confidential information, know-how, registrable business names, database rights, domain names; and
- (b) the benefit of all applications for, all rights to use, and any other rights of every kind deriving from or through the exploitation of, any of assets mentioned in paragraph (a) of this definition,

(including, without limitation, the intellectual property rights (if any) specified in part 4 of schedule 2 (*Details of Security Assets*) of the Debenture (none specified));

"Intercreditor Agreement" means the intercreditor agreement dated 12 December 2008 and made between the Parent, the other Obligors, Lloyds TSB Bank plc as Security Agent, Lloyds TSB Bank plc as senior agent, Lloyds TSB Bank plc as senior arranger, the Lenders, the Ancillary Lenders, the Hedge Counterparties, the Management Loan Note Holders (as defined in the Senior Facilities Agreement) and the Investors (as defined in the Intercreditor Agreement) and certain others;

"Key-man Policy" means each key-man life assurance policy (in form and substance reasonably satisfactory to the Agent and with such insurer as the Agent may reasonably approve) taken out and maintained by the Parent in respect of the death of Newton Winfield, Francis Galvin and Steve Jessney and in respect of the death and disability and/or critical illness of the following individuals (other than those named above) and in not less than the following respective amounts and terms:

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Name of Individual	Amount (£)	Term
Peter Walker	£1,500,000	10 years
Francis Galvin	£1,500,000	5 years
Newton Winfield	£1,500,000	5 years
Simon Acres	£170,400	10 years
Nicholas Hilton	£191,445	10 years
Steve Jessney	£206,790	5 years
Andrew Mawer	£162,000	10 years
Robert McGowan	£180,000	10 years
Mark Lloyd	£162,000	10 years
Michael Proctor	£183,438	10 years

and any substitute or replacement policy entered into relating to the same;

"Lender" means:

- (a) any Original Lender; and
- (b) any bank, financial institution, trust, fund or other entity which has become a party to the Senior Facilities Agreement in accordance with clause 26 (*Changes to the Lenders*) of the Senior Facilities Agreement,

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

"Mandatory Prepayment Account" means an interest-bearing account:

- (a) held in the United Kingdom by a Borrower with the Agent or Security Agent;
- (b) identified in a letter between the Parent and the Agent as a Mandatory Prepayment Account;
- (c) subject to Security in favour of the Security Agent which Security is in form and substance satisfactory to the Agent and Security Agent; and
- (d) from which no withdrawals may be made by any members of the Group except as contemplated by the Senior Facilities Agreement,

(as the same may be redesignated, substituted or replaced from time to time);

"Obligor" means a Borrower or a Guarantor;

"Offer" means the offer made by Omega Bidco Limited (company number 6759500) to purchase the Target Shares on the terms contained in the offer document (as such offer may from time to time be amended, extended, revised, renewed or waived with the consent of the Agent where required under the Senior Facilities Agreement) and including any proposal to be made by or on behalf of the Company to the holders of options to subscribe for the Target Shares under any Target Share option scheme under which such options are to be cancelled in consideration of a cash payment;

"Original Borrower" means Omega Bidco Limited (company number 6759500);

"Original Charging Companies" means the Company and each of the following companies:

Company name	Registered number	Registered office
Omega International Group PLC	3053670	Omega Boulevard Capitol Park Thorne Doncaster DN8 5TX

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Company name	Registered number	Registered office
Omega PLC	2700038	Omega Boulevard Capitol Park Thorne Doncaster DN8 5TX
Charles Rennie Mackintosh Limited	5147000	Omega Boulevard Capitol Park Thorne Doncaster DN8 5TX
Chippendale Kitchens Limited	3392976	Omega Boulevard Capitol Park Thorne Doncaster DN8 5TX
Frank Lloyd Wright Limited	5146999	Omega Boulevard Capitol Park Thorne Doncaster DN8 5TX
George Hepplewhite Limited	2473932	Omega Boulevard Capitol Park Thorne Doncaster DN8 5TX
Sheraton Kitchens Limited	3179683	Omega Boulevard Capitol Park Thorne Doncaster DN8 5TX
Kitchens UK Limited	4520562	Omega Boulevard Capitol Park Thorne Doncaster DN8 5TX
Omega Kitchens Limited	4016000	Omega Boulevard Capitol Park Thorne Doncaster DN8 5TX
Thomas Chippendale Limited	3684978	Omega Boulevard Capitol Park Thorne Doncaster DN8 5TX

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Thomas Hope Limited	2543378	Omega Boulevard Capitol Park Thorne Doncaster DN8 5TX
Thomas Sheraton Limited	2473929	Omega Boulevard Capitol Park Thorne Doncaster DN8 5TX

"Original Guarantor" means Omega Bidco Limited (company number 6759500) and Omega Topco Limited (company number 6759101);

"Original Lender" means Lloyds TSB Bank plc;

"Parent" means Omega Topco Limited (company number 06759101);

"Permitted Disposal" means any sale, lease, licence, transfer or other disposal which except in the case of paragraph (b) is on arm's-length terms:

- (a) of trading stock or cash made by any member of the Group in the ordinary course of trading of the disposing entity;
- (b) of any asset by a member of the Group (the **"Disposing Company"**) to another member of the Group (the **"Acquiring Company"**), but if:
 - (i) the Disposing Company is an Obligor, the Acquiring Company must also be an Obligor;
 - (ii) the Disposing Company had given Security over the asset, the Acquiring Company must give equivalent Security over that asset; and
 - (iii) the Disposing Company is a Guarantor, the Acquiring Company must be a Guarantor guaranteeing at all times an amount no less than that guaranteed by the Disposing Company;
- (c) of assets (other than shares, businesses, Real Property, Intellectual Property or other assets the subject of a fixed charge under the Transaction Security) in exchange for other assets comparable or superior as to type, value or quality;
- (d) of obsolete or redundant vehicles, plant and equipment for cash;
- (e) of Cash Equivalent Investments for cash or in exchange for other Cash Equivalent Investments;
- (f) constituted by a licence of intellectual property rights permitted by clause 24.29 (*Intellectual Property*) of the Senior Facilities Agreement;
- (g) arising as a result of any Permitted Security; and
- (h) of assets (other than shares, Real Property, or other assets the subject of a fixed charge under the Transaction Security) for cash where the higher of the market value and the net consideration receivable for any single item does not exceed £100,000 and the aggregate of the higher of the market value and the net consideration receivable for such disposals does not exceed £200,000 (or its equivalent) in any Financial Year of the Parent;

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"Permitted Security" means:

- (a) any lien arising by operation of law and in the ordinary course of trading and not as a result of any default or omission by any member of the Group;
- (b) any netting or set-off arrangement entered into by any member of the Group with an Ancillary Lender in the ordinary course of its banking arrangements for the purpose of netting debit and credit balances of members of the Group;
- (c) any Security or Quasi-Security over or affecting any asset acquired by a member of the Group (other than a Target Security Company) after the first Utilisation Date if:
 - (i) the Security or Quasi-Security was not created in contemplation of the acquisition of that asset by a member of the Group;
 - (ii) the principal amount secured has not been increased in contemplation of or since the acquisition of that asset by a member of the Group; and
 - (iii) the Security or Quasi-Security is removed or discharged within 90 days of the date of acquisition of such asset;
- (d) any Security or Quasi-Security over or affecting any asset of any company which becomes a member of the Group after the first Utilisation Date, where the Security or Quasi-Security is created before the date on which that company becomes a member of the Group if:
 - (i) the Security or Quasi-Security was not created in contemplation of the acquisition of that company;
 - (ii) the principal amount secured has not been increased in contemplation of or since the acquisition of that company; or
 - (iii) the Security or Quasi-Security is removed or discharged within 90 days of the date of that company becoming a member of the Group;
- (e) any Security arising under any retention of title, hire purchase or conditional sale arrangement or arrangements having similar effect in respect of goods supplied to a member of the Group in the ordinary course of trading and on the supplier's standard or usual terms and not arising as a result of any default or omission by any member of the Group;
- (f) any Quasi-Security arising as a result of a disposal which is a Permitted Disposal; or
- (g) any Security or Quasi-Security arising as a consequence of any finance or capital lease permitted pursuant to paragraph (f) of the definition of "Permitted Financial Indebtedness";
- (h) any Security securing indebtedness the outstanding principal amount of which (when aggregated with the outstanding principal amount of any other indebtedness which has the benefit of Security given by any member of the Group other than any permitted under paragraphs (a) to (h) above) does not exceed £100,000 (or its equivalent in other currencies);

"Permitted Transaction" means:

- (a) any Disposal required by the terms of the Finance Documents;
- (b) any Financial Indebtedness arising under the Finance Documents;
- (c) any guarantee or indemnity entered into in favour of any Finance Party under the Finance Documents;
- (d) any Security or Quasi-Security granted in favour of any Finance Party under the Finance Documents;
- (e) any loan arising under the Finance Documents;

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- (f) the solvent liquidation or reorganisation of any non-Obligor so long as any payments or assets distributed as a result of such liquidation or reorganisation are distributed to other members of the Group;
- (g) transactions (other than (i) any sale, lease, licence, transfer or other disposal and (ii) the granting or creation of security or the incurring or permitting to subsist of Financial Indebtedness) conducted in the ordinary course of trading on arm's length terms; or
- (h) any transaction to which the Agent has provided prior written consent;

"Quasi-Security" means a transaction described in paragraph 11.1(a)(ii) of the Debenture (paragraph (a)(ii) of Note 1 above);

"Real Property" means all estates and interests in freehold, leasehold and other immovable property (wherever situated) now or in future belonging to the Company, or in which the Company has an interest at any time (including the registered and unregistered land (if any) in England and Wales specified in part 1 of schedule 2 (Details of Security Assets) of the Debenture (set out in part 1 of the schedule attached hereto, in each case as applicable to the Company)), together with:

- (a) all buildings and fixtures (including trade fixtures) and fixed plant and machinery at any time thereon;
- (b) all easements, rights and agreements in respect thereof;
- (c) the benefit of all covenants given in respect thereof;

"Receivables" means all present and future book debts and other debts, rentals, royalties, fees, VAT and monetary claims and all other amounts at any time recoverable or receivable by, or due or owing to, the Company (whether actual or contingent and whether arising under contract or in any other manner whatsoever) together with:

- (a) the benefit of all rights, guarantees, Security and remedies relating to any of the foregoing (including, without limitation, negotiable instruments, indemnities, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights); and
- (b) all proceeds of any of the foregoing;

"Receiver" means any receiver, receiver and manager or administrative receiver appointed by the Security Agent under the Debenture;

"Related Rights" means, in relation to any Charged Security:

- (a) all dividends, distributions and other income paid or payable on the relevant Charged Security or on any asset referred to in paragraph (b) of this definition; and
- (b) all rights, monies or property accruing or offered at any time in relation to such Charged Security whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise;

"Relevant Contract" means:

- (a) each Hedging Agreement; and
- (b) each agreement specified in part 5 of schedule 2 (Details of Security Assets) of the Debenture (none specified) or specified in any Accession Deed as a "Material Contract",

together with each other agreement supplementing or amending or novating or replacing the same;

"Resignation Letter" means a letter substantially in the form set out in schedule 7 (Form of Resignation Letter) of the Senior Facilities Agreement;

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"Revolving Facility" means the revolving credit facility made available under the Senior Facilities Agreement;

"Secured Parties" means each Finance Party from time to time party to the Senior Facilities Agreement, any Receiver or Delegate;

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect;

"Security Assets" means all property and assets from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) by or pursuant to the Debenture;

"Selection Notice" has the meaning given to it in the Senior Facilities Agreement;

"Senior Facilities Agreement" means the sterling term and revolving facilities agreement dated 12 December 2008 and made between, amongst others, (1) the Parent, (2) Omega Bidco Limited (company number 6759500), (3) the companies listed in part 1 of schedule 1 to it as original borrowers, (4) the companies listed in part 1 of schedule 1 to it as original guarantors, (5) Lloyds TSB Bank plc as arranger, (6) the banks and financial institutions listed in part 2 of schedule 1 to it as original lenders, (7) Lloyds TSB Bank plc as agent and the security agent pursuant to which the original lenders agreed to make certain facilities available to the borrower.

"Stage Three Security Documents" means an Accession Letter (executed by the Target Security Companies as an Additional Guarantor), a Deed of Accession (Intercreditor Agreement) and a Target Debenture;

"Stage Two Security Documents" means an Accession Letter (executed by the Target Security Companies as an Additional Guarantor but limited to any liabilities relating to the Revolving Facility, a Target Debenture and a Deed of Accession (Intercreditor Agreement);

"Subsidiary" of a company or corporation means any company or corporation:

- (a) which is controlled, directly or indirectly by the first-mentioned company or corporation; or
- (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 these purposes, 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;

"Target" means Omega International Group PLC (company number 3053670);

"Target Debenture" means a debenture, in the agreed form, to be entered into by, amongst others, the Target and the Target Security Companies in favour of the Security Agent;

"Target Group" means the Target and its Subsidiaries;

"Target Security Companies" means Omega International Group PLC (company number 3053670) and Omega PLC (company number 2700038) and any other member of the Target Group on the date either the Stage Two Security Documents or the Stage Three Security Documents are entered into in accordance with the Senior Facilities Agreement (including the Company);

"Target Shares" means all of the shares of Target;

"Transaction Security" means the Security created or expressed to be created in favour of the Security Agent pursuant to the Transaction Security Documents;

"Transaction Security Documents" means any security document entered into by any Obligor

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creating or expressed to create any Security in favour of any Finance Party in relation to the obligations of any Obligor under any Finance Document;

"Treasury Transactions" means any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price;

"Unconditional Date" means the date on which the Offer is declared or becomes unconditional in all respects, being namely 8 January 2009;

"Utilisation" means a Loan (as defined in the Senior Facilities Agreement);

"Utilisation Date" means the date on which a Utilisation is made;

"Utilisation Request" means a notice substantially in the relevant form set out in part 1 of schedule 3 (*Requests*) of the Senior Facilities Agreement;

"VAT" means value added tax as provided for in the Value Added Tax Act 1994 and any other



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

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

**COMPANY NO. 2557288
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A GROUP DEBENTURE DATED 2
FEBRUARY 2009 AND CREATED BY HEPPLWHITE KITCHENS
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM EACH PRESENT AND FUTURE MEMBER OF THE
GROUP TO LLOYDS TSB BANK PLC AS THE SECURITY AGENT
AND/OR THE OTHER SECURED PARTIES (OR ANY OF THEM)
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 9 FEBRUARY 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11 FEBRUARY
2009



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES