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COMPANIES FORM No. 395

503172/26

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.

CHFP025

Please do not write in this margin

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

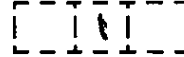
*insert full name of Company

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



06325136

Name of company

* Hinari Limited (the "Company")

Date of creation of the charge

22 August 2007

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

A security accession deed (the "Deed") made between, amongst others, the Company, Pulse Home Products (Holdings) Limited and CIT Capital Finance (UK) Limited (the "Security Trustee")

Amount secured by the mortgage or charge

The liabilities of the Obligors to the Finance Parties under or pursuant to the Finance Documents except for any liabilities which, if secured by this Debenture, would result in a contravention by a Chargor of section 151 of the Companies Act 1985 (the "Secured Liabilities")

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

CIT Capital Finance (UK) Limited, Peninsular House, 30-36 Monument Street, London
Postcode EC3R 8LJ

Presenter's name address and reference (if any)
Herbert Smith LLP
Exchange House
Primrose Street
London
EC2A 2HS

For official Use (06/2005)
Mortgage Section
FRIDAY



L1C9ISK1
LD3 31/08/2007 439
COMPANIES HOUSE

Time critical reference

Short particulars of all the property mortgaged or charged

See continuation sheets

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)

Nil

Signed *Herbert Smith LLP*

Date *31* August 2007

On behalf of ~~XXXXXXXXXXXXXXXXXX~~ (chargee) †

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

SHORT PARTICULARS OF ALL

THE PROPERTY MORTGAGED OR CHARGED

1. ACCESSION OF NEW CHARGOR

The Company agreed to be a Chargor for the purposes of the Debenture with immediate effect from the date of the Deed and agreed to be bound by all the terms of the Debenture as if it had originally been a party to it as Chargor.

2. CREATION OF SECURITY

The Company mortgaged, charged and assigned to the Security Trustee all its business undertaking and assets on the terms of Clause 3 (*Creation of Security*) of the Debenture, as set out in paragraph 3 (*Charge pursuant To Clause 3 (Creation Of Security) Of The Debenture*) of this Form 395 below, provided that:

- 2 1 1 the Land charged by way of legal mortgage shall be the Land referred to in Schedule 2 (*Land*) of the Deed, as set out in Schedule 1 to this Form 395;
- 2 1 2 the Shares mortgaged or (if and to the extent that the mortgage does not take effect as a mortgage) charged by way of fixed charge shall include the Shares referred to in Schedule 3 (*Shares*) of the Deed, as set out in Schedule 2 to this Form 395;
- 2.1 3 the Accounts charged by way of fixed charge shall include those set out in Schedule 4 (*Accounts*) of the Deed, as set out in Schedule 3 to this Form 395;
- 2.1.4 the Assigned Agreements assigned or (if and to the extent that the assignment does not take effect as an assignment) charged by way of fixed charge shall include the Assigned Agreements set out in Schedule 5 (*Assigned Agreements*) of the Deed, as set out in Schedule 4 to this Form 395;
- 2.1 5 the Insurances assigned or (if and to the extent that the assignment does not take effect as an assignment) charged by way of fixed charge shall include the Insurances set out in Schedule 6 (*Insurances*) of the Deed, as set out in Schedule 5 to this Form 395, and
- 2.1 6 the Intellectual Property Rights, including any Trade Marks, Trade Mark Applications, Community Trade Marks, Community Trade Mark Applications, Patents and Patent Applications assigned or (if and to the extent that the assignment does not take effect as an assignment) charged by way of fixed charge shall include the Intellectual Property Rights set out in Schedule 7 (*Intellectual Property*) of the Deed, as set out in Schedule 6 to this Form 395.

3. CHARGE PURSUANT TO CLAUSE 3 (CREATION OF SECURITY) OF THE DEBENTURE

Pursuant to Clause 3 (*Creation of Security*) of the Deed, the Company mortgaged, charged and assigned to the Security Trustee all its business undertaking and assets on the terms set out below.

3.1 Land

Subject to Clause 3 17 of the Debenture (*Excluded Real Estate*), the Company charged

3.1.1 by way of legal mortgage its interest in the Land referred to opposite its name in Schedule 2 (*Land*) of the Deed, as set out in Schedule 1 to this Form 395; and

3.1.2 by way of fixed charge any right, title or interest which it has now or may subsequently acquire to or in any other Land

3.2 Shares

The Company charged by way of fixed charge:

3.2.1 all Shares; and

3.2.2 all related Distribution Rights

3.3 Investments

The Company charged by way of fixed charge:

3.3.1 all Investments; and

3.3.2 all related Distribution Rights, including those held for it by any nominee.

3.4 Plant and Machinery

The Company charged by way of fixed charge all Plant and Machinery in so far as it is not charged by way of legal mortgage under Clause 3.1 (*Land*) of the Debenture.

3.5 Book Debts

The Company charged by way of fixed charge:

3.5.1 all Book Debts, and

3.5.2 all benefits, rights and Security held in respect of, or to secure the payment of, the Book Debts.

3.6 Non Trading Debts

The Company charged by way of fixed charge:

3.6.1 all Non Trading Debts; and

3.6.2 all benefits, rights and Security held in respect of, or to secure the payment of, the Non Trading Debts

3.7 Accounts held with the Security Trustee

The Company charged by way of fixed charge all amounts standing to the credit of:

3.7.1 each Account held with the Security Trustee; and

3.7.2 any other account in its name held with the Security Trustee or to which it is beneficially entitled

3.8 Intellectual Property Rights

The Company charged by way of fixed charge all Intellectual Property Rights, including, where the Company is a Registered Intellectual Property Chargor

3.8.1 the Registered Intellectual Property which belongs to it now or at any time during the Security Period; and

3.8.2 all fees, royalties and other rights of every kind deriving from the Registered Intellectual Property.

3.9 Goodwill

The Company charged by way of fixed charge its goodwill.

3.10 Uncalled capital

The Company charged by way of fixed charge its uncalled capital.

3.11 Authorisations

The Company charged by way of fixed charge the benefit of all Authorisations held by it in relation to any Security Asset

3.12 Assigned Agreements

Subject to Clause 13.18 (*Excluded Agreements*) of the Debenture, the Company assigned absolutely all its rights and interests under the Assigned Agreements to which it is party.

3.13 Accounts held with third parties

The Company assigned absolutely or (if and to the extent that the assignment is not effective) charged by way of fixed charge all amounts from time to time standing to the credit of each account (including any Account) held with a party, other than the Security Trustee, in its name or to which it is beneficially entitled.

3.14 Insurances

The Company assigned absolutely all its rights and interests in the Insurances

3.15 Contractual rights

Subject to Clause 3.18 (*Excluded Agreements*) of the Debenture the Company charged by way of fixed charge all its rights under any agreement to which it is a party other than the Assigned Agreements which are effectively assigned by Clause 3.12 (*Assigned Agreements*) of the Debenture

3.16 Other assets

3.16.1 The Company charged by way of floating charge all its present and future business, undertaking and assets which are not effectively mortgaged, charged by way of fixed charge or assigned under Clause 3 of the Debenture

3.16.2 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to any floating charge created by the Debenture.

3.17 Excluded Real Estate

3.17.1 Notwithstanding the other provisions of Clause 3 of the Debenture no Security shall be created under the Debenture over or in respect of any interest of the Company in

(A) any occupational rack rent leases, or

(B) any Land under a lease (or a contract for a lease) which either prohibits absolutely or subject to any condition (including the consent of any third party) the Company from creating any Security over its interest in such Land (each such interest being "**Excluded Real Estate**") until the relevant condition has been satisfied or waiver obtained.

3.17.2 In respect of each item of Excluded Real Estate other than any occupational rack rent leases, the Company undertook to:

(A) apply for the relevant consent or waiver of prohibition or conditions within ten Business Days

of the date of the Debenture or (if later), the date on which title to such Excluded Real Estate is obtained by the Company and, to use its best endeavours to obtain that consent or waiver of prohibition as soon as possible;

- (B) keep the Security Trustee informed of its progress in obtaining such consent or waiver; and
- (C) forthwith upon receipt of such consent or waiver, provide the Security Trustee with a copy.

3.17.3 Upon receipt of the relevant waiver or consent, the relevant Excluded Real Estate shall be subject to the relevant Security in favour of the Security Trustee under Clause 1.1 of the Debenture (Land). If required by the Security Trustee at any time following receipt of that waiver or consent, the Company will execute a document granting Security over that Excluded Real Estate in such form as the Security Trustee shall require.

3.17.4 Pending the receipt of the relevant waiver or consent, the relevant Excluded Real Estate shall be held by the Company on trust for the Security Trustee

3.18 Excluded Contracts

3.18.1 In the event that any Assigned Agreement or other agreement referred to in Clause 3.15 of the Debenture (*Contractual Rights*) (an "Excluded Contract") contains a provision that either prohibits absolutely or subject to any conditions (including the consent of any third party) prohibits or restricts the Company from:

- (A) assigning all or any of its rights and interest under any Assigned Agreement under Clause 3.12 (*Assigned Agreements*) of the Debenture, the Company shall instead charge all such rights and interest by way of a fixed charge;
- (B) assigning or charging all or any of its rights and interest under such Assigned Agreement under Clause 3.12 (*Assigned Agreement*) of the Debenture, paragraph (A) above or any other agreement under Clause 3.15 (*Contractual Rights*) of the Debenture the Company shall instead charge all such rights and interest by way of floating charge; or
- (C) assigning or charging (by way of a fixed or floating charge) all or any of its rights and interest under such Assigned Agreement under Clause 3.12 (*Assigned Agreements*) of the Debenture, Clause 3.15 (*Contractual Rights*) of the Debenture or paragraphs (A) or (B) above, the Company shall instead hold the benefit of all such rights and interest on trust for the Security Trustee.

3.18.2 In respect of each Excluded Contract, the Company undertakes to:

- (A) apply for the relevant consent or waiver of the prohibition conditions or restriction within 10 Business Days of the date of the Debenture or (if later) the date on which the Excluded Contract is entered into and to use its best endeavours to

obtain that consent or waiver of the prohibition or restriction as soon as practical,

- (B) keep the Security Trustee informed of its progress in obtaining such consent or waiver and related negotiations; and
- (C) forthwith upon receipt of such consent or waiver, provide the Security Trustee with a copy.

3.18.3 Upon receipt of the relevant consent or waiver, the relevant Excluded Contract shall be subject to an absolute assignment under the terms of Clause 3.12 (*Assigned Agreements*) of the Debenture above or a charge under Clause 3.15 (*Contractual Rights*) of the Debenture, as appropriate. If required by the Security Trustee at any time following receipt of that waiver or consent, the Company will execute an absolute assignment over that Excluded Contracts in such form as the Security Trustee shall require.

3.18.4 On the relevant waiver or consent being obtained or the relevant condition being satisfied

- (A) the absolute assignment in Clause 3.12 (*Assigned Agreements*) of the Debenture shall take effect in respect of the relevant Assigned Agreement or the fixed charge in Clause 3.15 (*Contractual Rights*) of the Debenture shall take effect, as appropriate, in place of any charge or trust created under the terms of Clause 3.18.1 of the Debenture and any such charge or trust shall terminate, and
- (B) such Assigned Agreement or other agreement shall no longer constitute an Excluded Contract.

3.19 Trust

Should, for any reason, the assignment or charging of any Security Asset be prohibited, the Company holds it on trust for the Security Trustee

4. NATURE OF SECURITY CREATED

The Security created under the Debenture was created:

- 4.1.1 as a continuing security to secure the payment and discharge of the Secured Liabilities;
- 4.1.2 (except in the case of assets which are the subject of a legal mortgage under the Debenture) over all present and future assets of the kind described which are owned by the Company and, to the extent that it does not own those assets, shall extend to any right or interest which it may have in them,
- 4.1.3 in favour of the Security Trustee as trustee for the Finance Parties; and
- 4.1.4 with full title guarantee (except that the covenant set out in section 3(1) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to all charges, encumbrances and rights, even if the Company does not know and could not reasonably be expected to know about them), subject to the Permitted Security.

5. NEGATIVE COVENANTS

The covenants in Clause 8 (*Negative covenants*) of the Debenture remain in force from the date of the Debenture until the expiry of the Security Period

5.1 Disposals

Under the Debenture the Company covenanted that it would not enter into a single transaction or a series of transactions (whether related or not), whether voluntary or involuntary and whether at the same time or over a period of time, to sell, lease, transfer, loan (and, in the case of the Book Debts, factor or discount them), nor otherwise dispose of any Security Asset, nor enter into an agreement to make any such disposal save as expressly permitted under the terms of each of the Facility Agreements.

5.2 Negative pledge

Under the Debenture the Company covenanted that it would not create or permit to subsist any Security over any Security Asset except for Permitted Security.

DEFINITIONS AND INTERPRETATIONS

"Act" means the Law of Property Act 1925.

"Account" means a Current Account, a Holding Account or a Mandatory Prepayment Account

"Acquisition Documents" has the meaning given to that term in the Facility Agreements.

"Additional Borrower" means a company which becomes a Borrower in accordance with Clause 30 (*Changes to the Obligors*) of the Senior Facility Agreement.

"Additional Guarantor" means a company which becomes a Guarantor in accordance with Clause 30 (*Changes to the Obligors*) of the Senior Facility Agreement.

"Assigned Agreements" means the Acquisition Documents, the Hedging Agreements, the Material Contracts, the Material Licences, the Intra-Group Loan Agreements and the Key-Man Policies, including those set out in Schedule 5 (*Assigned Agreements*) of the Deed, as set out in Schedule 4 to this Form 395.

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

"Book Debts" means, in relation to a Chargor, all its book debts arising in the ordinary course of trading.

"Borrower" means an Original Borrower or an Additional Borrower unless it has ceased to be a Borrower in accordance with Clause 30 (*Changes to the Obligors*) of the Senior Facility Agreement.

"Business Day" means a day (other than a Saturday or Sunday) on which banks are open for general business in London, and:

- (A) (in relation to any date for payment or purchase of a currency other than euro) the principal financial centre of the country of that currency; or
- (B) (in relation to any date for payment or purchase of euro) any TARGET Day.

"Chargor" means each Original Chargor and each company which grants Security over its assets in favour of the Security Trustee by executing a Security Accession Deed in accordance with Clause 20 (*Additional Chargors*) of the Debenture.

"Community Trade Mark" means each Community registered trade mark described in Part 3 of Schedule 8 (*Trade Marks*) of the Debenture and Schedule 7 (*Intellectual Property*) of the Deed, as set out in Schedule 6 to this Form 395.

"Community Trade Mark Application" means each application for the Community registered trade mark as described in Part 4 of Schedule 8 (*Trade Marks*) of the Debenture and Schedule 7 (*Intellectual Property*) of the Deed, as set out in Schedule 6 to this Form 395.

"Company Intra-Group Loan Agreement" means the loan agreement in the agreed form between the Original Borrower and certain other Group Companies pursuant to which those Group Companies have or will make available a facility to the Original Borrower up to a maximum aggregate principal amount equal to the aggregate principal amount of (plus interest on) the Facilities.

"Current Account" means each account of the Chargors set out in Schedule 6 (*Current Accounts*) of the Debenture Schedule 4 (*Accounts*) of the Deed, as set out in Schedule 3 to this Form 395.

"Debenture" means a debenture dated 4 August 2007 made between the Original Chargors and the Security Trustee.

"Distribution Rights" means all allotments, accretions, offers, options, rights, bonuses, benefits and advantages, whether by way of conversion, redemption, preference, option or otherwise which at any time accrue to or are offered or arise in respect of any Investments or Shares, and includes all dividends, interest and other distributions paid or payable on or in respect of them

"Excluded Agreement" has the meaning given to that term in Clause 3.18 (*Excluded Contracts*) of the Debenture.

"Excluded Real Estate" has the meaning given to that term in Clause 3.17 (*Excluded Real Estate*) of the Debenture.

"Facility" has the meaning given to that term in each of the Senior Facility Agreement and the Mezzanine Facility Agreement

"Facility Agreements" means each of the Senior Facility Agreement and the Mezzanine Facility Agreement

"Finance Documents" means each of the documents and agreements described as "Finance Documents" under the terms of each of the Senior Facility Agreement and the Mezzanine Facility Agreement.

"Finance Parties" means each of the persons described as the "Finance Parties" under the terms of each of the Senior Facility Agreement and the Mezzanine Facility Agreement

"Guarantor" means an Original Guarantor or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with Clause 30 (*Changes to the Obligors*) of the Senior Facility Agreement.

"Group" means the Parent and each of its Subsidiaries for the time being and **"Group Company"** means any one of them

"Hedging Agreements" has the meaning given to that term in the Facility Agreements.

"Insurance" means, in relation to a Chargor, each contract or policy of insurance to which that Chargor is a party or in which it has an interest other than any policy which is taken out in respect of third

party liabilities including those set out in Schedule 6 (*Insurances*) of the Deed, as set out in Schedule 5 to this Form 395

"Intellectual Property Rights" means

- (A) any patents, petty patents, trade marks, service marks, logos, trade names, domain names, rights in designs, software rights, utility models, database rights, copyrights, rights in the nature of copyright, and all other forms of intellectual or industrial property;
- (B) any rights in or to inventions, formulae, confidential or secret processes and information, know-how and similar rights, goodwill and any other rights and assets of a similar nature, and
- (C) any other right to use, or application to register or protect, any of the items listed in paragraphs (A) or (B) above,

arising or subsisting now or in the future in any jurisdiction and whether registered or not

"Intra-Group Loan Agreement" means an agreement under which a Group Company has or will make available a facility to another Group Company (and includes the Company Intra-Group Loan Agreement).

"Investments" means all or any stocks, shares (other than any Shares), bonds and securities of any kind (marketable or otherwise), negotiable instruments and warrants and any other financial instruments (as defined in the Regulations).

"Key Man Policy" has the meaning given to that term in the Facility Agreements.

"Land" has the same meaning as it has in section 205(1) of the Act.

"Mandatory Prepayment Account" has the meaning given to that term in the Senior Facility Agreements.

"Material Contracts" has the meaning given to that term in the Facility Agreements.

"Material Licences" has the meaning given to that term in the Facility Agreements.

"Mezzanine Facility Agreement" means the mezzanine facility agreement dated on or about the date of the Debenture between, among others, Pulse Home Products (Holdings) Limited (as borrower), the Security Trustee and the other Finance Parties (as defined in that agreement).

"Non Trading Debts" means all debts and moneys due or payable to a Chargor except for Book Debts and those referred to in Clause 3.7 (*Accounts held with Finance Parties*) of the Debenture and Clause 3.13 (*Accounts held with third parties*) of the Debenture.

"Obligor" means a Borrower or a Guarantor and collectively are referred to as the **"Obligors"**.

"Original Borrower" means Vine Mill Limited.

"Original Chargors" means the Parent and Vine Mill Limited.

"Original Guarantor" means each of the Borrower and the Parent.

"Parent" means Pulse Home Products (Holdings) Limited

"Patent" means each United Kingdom registered patent described in Part 1 of Schedule 8 (*Patents*) of the Debenture and Schedule 7 (*Intellectual Property*) of the Deed, as set out in Schedule 6 to this Form 395.

"Patent Application" means each application for the United Kingdom registration of a patent as described in Part 2 of Schedule 8 (Patents) of the Debuture and Schedule 7 (*Intellectual Property*) of the Deed, as set out in Schedule 6 to this Form 395.

"Permitted Security" has the meaning given to that term in the Facility Agreements.

"Plant and Machinery" means, in relation to a Chargor, all its fixed and moveable plant, machinery, tools, vehicles, computers and office and other equipment and the benefit of all related Authorisations, agreements and warranties.

"Registered Intellectual Property" means

- (A) all Trade Marks;
- (B) all Trade Mark Applications;
- (C) all Community Trade Marks;
- (D) all Community Trade Mark Applications;
- (E) all Patents;
- (F) all Patent Applications;
- (G) any goodwill of a Chargor's business to which any Trade Mark, Trade Mark Application, Community Trade Mark, Community Trade Mark Application, Patent or Patent Application relates; and
- (H) any other right which may arise from, relate to, or be associated with any Trade Mark, Trade Mark Application, Community Trade Mark, Community Trade Mark Application, Patent or Patent Application or, in either case, its use in a Chargor's business

"Registered Intellectual Property Chargor" means a Chargor that owns Registered Intellectual Property

"Regulations" means the Financial Collateral Arrangements (No 2) Regulations 2003 (S.I 2003/3226) or equivalent legislation in any applicable jurisdiction bringing into effect Directive 2002/47/EC on financial collateral arrangements, and **Regulation** means any of them.

"Security" means a mortgage, charge, pledge, lien, assignment by way of security, retention of title provision, trust or flawed asset arrangement (for the purpose of, or which has the effect of, granting security) or other security interest securing any obligation of any person or any other agreement or arrangement in any jurisdiction having a similar effect.

"Security Accession Deed" means a deed executed by a Group Company substantially in the form set out in Schedule 9 (*Form of Security Accession Deed*) of the Debuture, with those amendments which the Security Trustee may approve or reasonably require.

"Security Assets" means, in relation to a Chargor, all of its assets which are the subject of any Security created or to be created by the Debuture.

"Security Period" means the period starting on the date of the Senior Facility Agreement and ending on the date on which the Security Trustee is satisfied that all of the liabilities of the Obligors under each Finance Document are irrevocably discharged in full and no Finance Party has any commitment or liability, whether present or future, actual or contingent, in relation to the Facilities.

"Senior Facility Agreement" means the senior facility agreement dated on or about the date of the Debuture between, among others, Pulse

Home Products (Holdings) Limited (as borrower), the Security Trustee and the other Finance Parties (as defined in that agreement).

"Shares" means all shares held by a Chargor in its Subsidiaries

"Subsidiary" means a subsidiary within the meaning of section 736 of the Companies Act 1985.

"Trade Mark" means each United Kingdom registered trade mark described in Part 1 of Schedule 8 (Trade Marks) of the Debenture and Schedule 7 (Intellectual Property) of the Deed, as set out in Schedule 6 to this Form 395

"Trade Mark Application" means each application for the United Kingdom registration of a trade mark as described in Part 2 of Schedule 8 (Trade Marks) of the Debenture and Schedule 7 (Intellectual Property) of the Deed, as set out in Schedule 6 to this Form 395.

Schedule 1 - Land

Chargor with interest in property	Address of Property	Freehold/Leasehold	Title Number
Pulse Home Products Limited	Vine Mill, Royton, Oldham	Leasehold	GM958488

SCHEDULE 2 - Shares

Name of New Obligor charging interest on investment	Investment being charged
Pulse Home Products Limited	302,569 ordinary shares of £1 each in Dreamland Appliances Limited
Pulse Home Products Limited	900 ordinary shares of £1 each and 5 A ordinary shares of £1 each in Viva (Consumer Products) Limited
Pulse Home Products Limited	1 ordinary share of HK\$ 1 in Pulse Home Products (Hong Kong) Limited
Pulse Home Products Limited	1 ordinary share of £1 in Hinari Limited

SCHEDULE 3 - Accounts

Name of account holder	Account bank	Account number	Sort code
Pulse Home Products Limited	HSBC Plc	82212102	40 05 30
Pulse Home Products Limited	HSBC Plc	57307413	40 05 15
Pulse Home Products Limited	HSBC Plc	57307405	40 05 15
Pulse Home Products Limited	National Westminster Bank	550/00/08140324	60 02 35

SCHEDULE 4 - Assigned Agreements

1. ANTHONY WORRALL THOMPSON BY BREVILLE

Licence dated 16 February 2000 made between the Target and Anthony Worrall Thompson

2. NICKY CLARKE

Licence dated 14 October 2004 between Nicky Clarke Limited and the Target or any replacement of such licence by the licence anticipated to be entered into between Nicholas Andrew Clarke and Lesley Anne Gale Clarke (1) Nicky Clarke Limited (2) and the Target (3)

3. JCB

Licences (five in total) dated on or about the date of this Agreement made between J C Bamford Excavators Limited and the Target.

4. DIRT DEVIL

Licence dated 10 November 1995 (as amended) between (1) Royal Appliance Mfg Co, (2) Harvard International Limited, (3) Alba plc and (4) Royal Appliance International GmbH assigned by Alba plc to Dreamland Appliances Limited.

SCHEDULE 5 - Insurances

- 1 Property damage and business interruption: Mitsui Sumitomo Insurance Underwriting at Lloyd's Limited
- 2 Employer's liability: AIG Europe (UK) Limited
Legal liability to employees for death, injury or disease arising out of the business of the insured
3. Public/products liability AIG Europe (UK) Limited
Legal liability to third parties for accidental loss of or damage to property or for death, illness or disease arising out of the business including liability for goods sold or supplied.
4. Director's and officer's liability. AIG Europe (UK) Limited
Indemnity to individual directors, officers and employees (in a management capacity or as co-defendant) of the Chargors in respect of legal liability to pay damages and claimant's costs arising from wrongful acts committed in their capacities.
5. Motor fleet: AIG Europe (UK) Limited
Comprehensive cover for any motor vehicle which is the property of a Chargor
6. Marine cargo and stock: Royal & SunAlliance
Transit cover for all goods and merchandise despatched during the term of the policy and cover for stock whilst in storage

SCHEDULE 6 - Intellectual Property Rights

1) Registered Intellectual Property Rights

PATENTS

Title	Number	Publication Date	Owner
Illuminated Jug Kettle	W00200072 (A1) US2003159588 (A1)	18 February 2005	Pulse Home Products Limited

	GB2363972 (A) EP1294260 (A0) CA2414475 (A1) CN1182812 C (C)		
Liquid heating vessel	WO0232277 (A1) US6818866 (B2) US2003164364 (A1) GB2367999 (A) EP1326515 (AJ) CN1469719 (A) CN1188072 C (C) CA2424353 (A1)	4 September 2003	Pulse Home Products Limited
Electrically Heated Panel Apparatus	EP1057368 (A1) EP1057368 (A0) CA2316871 (A1) EP1057368 (B1) ES2182375T (T3) AU755491B (B2)	26 June 2001	Pulse Home Products Limited
Electrically Heated Panel Apparatus	WO9941948 (A1) GB2334389 (A)		Dreamland Appliances Limited

TRADEMARKS

Mark	Number	Country	Status (Pending Or Registered)	Renewal Date	Owner
BREVILLE	1091765	UK	Registered	01 03.09	Pulse Home Products Limited
BREVILLE	1097624	UK	Registered	23 06.09	Pulse Home Products Limited
ANTONY WORRALL THOMPSON ANTONY WORRALL THOMPSON BY BREVILLE (and device)	2287909B	UK	Registered	10.12.11	Pulse Home Products Limited
ANTONY WORRALL THOMPSON BY BREVILLE	2287909A	UK	Registered	10.12.11	Pulse Home Products Limited
ANTONY'S KITCHEN BY BREVILLE	2287912	UK	Registered	10.12 11	Pulse Home Products Limited
BIG MOUTH	2313036	UK	Registered	12 10.12	Pulse Home Products Limited
BREVILLE	000032698	CTM	Registered	01 04.16	Pulse Home Products Limited
BREVILLE	147632	Hungary	Registered	10.05.16	Pulse Home Products Limited
BREVILLE	885511	International	Registered	30.08 15	Pulse Home Products Limited

Mark	Number	Country	Status (Pending Or Registered)	Renewal Date	Owner
BREVILLE	96561	Ireland	Registered	27.02.09	Pulse Home Products Limited
BREVILLE	94382	Ireland	Registered	13.08.09	Pulse Home Products Limited
BREVILLE AQUA FOUNTAIN	005247143	CTM	Pending	N/A	Pulse Home Products Limited
BREVILLE BABY G'RILLA (and device)	2304180	UK	Registered	02.07.12	Pulse Home Products Limited
BREVILLE BREAD MASTER	2157924	UK	Registered	12 02.08	Pulse Home Products Limited
BREVILLE CLASSIQUE	2156285	UK	Registered	24 01.08	Pulse Home Products Limited
BREVILLE ELECTRONIC AQUA FOUNTAIN	2188282	UK	Registered	10.02 09	Pulse Home Products Limited
BREVILLE EXPRESSIONS	2188401	UK	Registered	10.02 09	Pulse Home Products Limited
BREVILLE FINESSE	2180123	UK	Registered	21.10 08	Pulse Home Products Limited
BREVILLE JUICE FOUNTAIN	2405151	UK	Registered	28.10 15	Pulse Home Products Limited
BREVILLE LIGHTNING	2317836A	UK	Registered	05 12.12	Pulse Home Products Limited
BREVILLE NATURALLY	2347436	UK	Registered	03 11.13	Pulse Home Products Limited
BREVILLE ORIENTAL CHEF	165423	Ireland	Registered	31.01.12	Pulse Home Products Limited
BREVILLE PLATINUM PRO	2311221	UK	Registered	20 09.12	Pulse Home Products Limited
BREVILLE THE QUARTZ COLLECTION	2337244	UK	Registered	09 07.13	Pulse Home Products Limited
BREVILLE THE STYLE COLLECTION	2321829	UK	Registered	25 01.13	Pulse Home Products Limited
BREVILLE XTREME	2306519	UK	Registered	27 07.12	Pulse Home Products Limited
BREVILLE'S BAKERS' OVEN	2294418	UK	Registered	05.03.12	Pulse Home Products Limited
DIVA	2297076	UK	Registered	04.04.12	Pulse Home Products Limited

Mark	Number	Country	Status (Pending Or Registered)	Renewal Date	Owner
DONUT WIZARD	165071	Ireland	Registered	09.03.12	Pulse Home Products Limited
DREAMLAND	1541314	France	Registered	11.07.09	Pulse Home Products Limited
DREAMLAND	0304588	Benelux	Registered	30.09.11	Pulse Home Products Limited
DREAMLAND PREMIER	140307	Ireland	Expired (may still be restored)	22.05.07	Pulse Home Products Limited
DREAMLAND	06446/96	Hong-Kong	Registered	13.12.15	Pulse Home Products Limited
KEEPWARM SYSTEM (and device)	003379121	CTM	Registered	29.09.13	Pulse Home Products Limited
LAUGHTER LINES	2332921	UK	Registered	22.05.13	Pulse Home Products Limited
LIGHTNING	2317836B	UK	Registered	05.12.12	Pulse Home Products Limited
LIGHTNING	003208246	CTM	Registered	02.06.13	Pulse Home Products Limited
MEZZO	2316987	UK	Registered	28.11.12	Pulse Home Products Limited
PULSE	2286708	UK	Registered	27.11.11	Pulse Home Products Limited
PULSE	002475473	CTM	Registered	23.11.11	Pulse Home Products Limited
RESILIUM	2297080	UK	Registered	04.04.12	Pulse Home Products Limited
SOLEMATE	2297081	UK	Registered	04.04.12	Pulse Home Products Limited
SPECTRA	2391460	UK	Registered	11.05.15	Pulse Home Products Limited
SPECTRA	004696381	CTM	Registered	02.11.15	Pulse Home Products Limited
STARLIGHT	140308	Ireland	Registered	07.01.07	Pulse Home Products Limited
SWIFT GLIDE	2297075	UK	Registered	04.04.12	Pulse Home Products Limited

Mark	Number	Country	Status (Pending Or Registered)	Renewal Date	Owner
TOASTBUSTER	2328323	UK	Registered	03 04 13	Pulse Home Products Limited
VIVA (and device)	2067284	UK	Registered	29.03 16	Pulse Home Products Limited

2) Domain Names

Domain Name	Renewal Date
breville.co.uk	04 05.09
nickyclarkeelectric.co.uk	11 06.07

Part B HIL Intellectual Property

1) Registered Intellectual Property Rights

Mark	Number	Country	Status (Pending Or Registered)	Renewal Date	Owner
BODY GUARD	004625927	CTM	Registered	02 09 15	Harvard Internation al Limited
BODY GUARD	888326	Interna tional	Registered	18.01 16	Harvard Internation al Limited
DEMON SHREDDER	2129054	UK	Expired (may still be restored)	09.04.07	Harvard Internation al Limited
FABRIC MASTER	2380923	UK	Registered	21.12.14	Harvard Internation al Limited
FABRIC MASTER	0861181	Interna tional	Registered	17.05.15	Harvard Internation al Limited
GARDEN IMP	2129055	UK	Registered	09.04 17	Harvard Internation al Limited
LADYBUG	2256173	UK	Registered	18.12 10	Harvard Internation al Limited
PBS PERMANENT BAG SYSTEM (and device)	2265679	UK	Registered	29.03 11	Harvard Internation al Limited
PORKY (and device)	2265676	UK	Registered	29.03 11	Harvard Internation al Limited
POWER DEVIL	000268680	CTM	Registered	14.05 16	Harvard Internation al Limited
POWER DEVIL	735955	Austral ia	Registered	04.06 17	Harvard Internation al Limited

2) Domain Names

Domain Name	Renewal Date
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dirdevil.co.uk	03/08/07
hinari.co.uk	03.09.08
powerdevil.co.uk	08.08.08

Part C - Alba Radio Limited

Registered Intellectual Property Rights

Mark	Number	Country	Status (Pending Or Registered)	Renewal Date
CAFÉ CONTINENTAL	1396571	UK	Registered	13.09.16
CELLAR VIE	2391676	UK	Registered	12.05.15
COUNTRY KITCHEN	1346490	UK	Registered	03.06.15
HINARI	1241225	UK	Registered	03.05.16
HINARI	1324512	UK	Registered	20.10.08
HINARI	1346489	UK	Registered	03.06.15
HINARI	443376	Benelux	Registered	28.03.08
HINARI	19913863	Hong Kong	Registered	30.03.11
HINARI	199203505	Hong Kong	Registered	30.03.11
HINARI	199300144	Hong Kong	Registered	30.03.11
HINARI	126177	Austria	Registered	21.07.09
HINARI	1527432	France	Registered	29.03.08
HINARI	129914	Hungary	Registered	22.03.10
HINARI	907223	Italy	Registered	03.04.10
HINARI	484613	Australia	Registered	05.04.09
HINARI	68899	Israel	Registered	31.03.09
HINARI	8812257	South Africa	Registered	23.03.08
HINARI	380566	Switzerla nd	Registered	12.03.10
HINARI HOMEBAKER	1338820	UK	Registered	17.03.15
HINARI LIFESTYLE (and device)	1576372	UK	Registered	24.06.11
HINARI LIFESTYLE (and device)	1576373	UK	Registered	24.06.11
REFRESHAIR	2367479	UK	Registered	06.07.14
SALON PERFECTION DAILY (and device)	2367833	UK	Registered	09.07.14
WATER WHIRL	2287767	UK	Registered	10.12.11

Part D - Alba Europe Limited

Registered Intellectual Property Rights

Mark	Number	Country	Status (Pending Or Registered)	Renewal Date
HINARI	167799	Czech Republic	Registered	30.03.09
HINARI	167799	Slovak Republic	Registered	30.03.09
HINARI	647678DD	Germany	Registered	22.03.09
HINARI	68098	Poland	Registered	14.05.10

Part E - Roadstar Deutschland GmbH

Registered Intellectual Property Rights

Mark	Number	Country	Status (Pending Or Registered)	Renewal Date
HINARI (and device)	555938	International	Registered	30.07.10
HINARI	1125159	Spain	Registered	19.11.07
HINARI	1244947	Spain	Registered	04.05.09
HINARI (and device)	1530874	Spain	Registered	14.11.09

Part F - Alba plc

Domain Names

Domain Name	RENEWAL DATE
aircushionrotary.co.uk	(renewal TBC)
aircushionrotary.com	20.06.07 (renewal TBC)
antonyworrallthompson.info	07 05.09
awt-domesticappliances.co.uk	14 04.09
breville.info	07 05.09
brevilleuk.co.uk	13 04.09
bush-sda.co.uk	14 04 09
bush-sda.info	07.05.09
dirtdevil.biz	18 11 07
hinari.eu	10 04 08
hinari.biz	18 11 07
hovercollect.co.uk	15.08 07 (renewal TBC)
hovercollect.com	15.08 07 (renewal TBC)
hovercollect.net	15.08 07 (renewal TBC)
hovermaster.co.uk	01.07 07 (renewal TBC)
hovermaster.com	01 07.07 (renewal TBC)
hovermaster.info	01 07 08
jcb-powerproducts.co.uk	14 04 09
jcbpowerproducts.info	07 05.09
nickyclarkeelectric.info	07 05.09
powerdevil.biz	18 11.07
powerdevil.info	31 03 08
pulsehomeproducts.biz	25.05 08
pulsehomeproducts.com	30 03 08
pulsehomeproducts.info	26.05 08
pulsehomeproducts.net	30.03 08
pulsehomeproducts.org	30 03 08
pulsehomeproducts.org.uk	27 05 09
viva-uk.info	07 05 09

Part G - Roadstar Management SA

Domain Names

DOMAIN NAME	RENEWAL DATE
hinari.com	16 12.07

FILE COPY



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

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

COMPANY No 06325136

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SECURITY ACCESSION DEED DATED THE 22nd AUGUST 2007 AND CREATED BY HINARI LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE OBLIGORS TO THE FINANCE PARTIES 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 31st AUGUST 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 6th SEPTEMBER 2007

A handwritten signature in black ink, appearing to be 'RZ'.



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES