

M

CHFP025

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

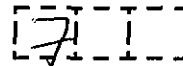
A fee of £10 is payable to Companies House in respect
of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



3315899

Name of company

* Dunlop Latex Foam (Holdings) Limited (the "Company")

Date of creation of the charge

4 February 2004

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

Debenture entered into on 4 February 2004 between Ever 1933 Limited,
Dunlop Latex Foam (Holdings) Limited, Wavelynn Limited, Dunlop Latex
Foam Limited, Dunlopbridge Property Limited and Richard Smith (the
"Debenture")

Amount secured by the mortgage or charge

All the Companies' liabilities to the Chargeholder of any kind in any
currency (whether present or future actual or contingent and whether
incurred by each Company alone or jointly with another) under the
Management Loan Notes together with Chargeholder's charges and
commission Interest and Expenses (the "Companies' Obligations")

See Schedule 1 (attached) for definitions.

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

Richard Smith (the "Chargeholder")
17 Spofforth Hill
Wetherby

Postcode

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

Eversheds LLP
Senator House
85 Queen Victoria Street
London
EC4V 4JL

For official Use
Mortgage Section

Post room



Time critical reference
CHNGH/1304409

13-02-04
- 156

NOT FOR
RECORD

Short particulars of all the property mortgaged or charged

See Schedule 2 attached

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

Everheds LLP

Date

9 February 2004

On behalf of [company] ~~[mortgagee/chargee]~~

A fee of £10 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 situated 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 Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is:-

Companies House, Crown Way, Cardiff CF14 3UZ

SCHEDULE 1

For the purposes of this Schedule and Schedule 2,

"Management Loan Notes" means the loan notes issued by Ever 1933 Limited to the Chargeholder pursuant to the Series B Loan Note Instrument;

"Series B Loan Note Instrument" means the Series B Loan Note Instrument dated on or about the date of issuing, inter alia, the Management Loan Notes;

"Interest" means interest at the rate(s) charged to the Companies by the Chargeholder from time to time;

"Expenses" means all expenses (on a full indemnity basis) incurred by the Chargeholder or any receiver at any time in connection with the Property or the Companies' Obligations or in taking or perfecting the Debenture or in preserving defending or enforcing the security created by the Debenture or in exercising any power under the Debenture or otherwise with Interest from the date they are incurred;

"Property" means the whole and any part of the undertaking property and assets of the Company charged by Clause 1 of the Debenture;

"Registered Land" means Station Road, Pannal, Harrogate, North Yorkshire (Land Registry Title Number NYK212436); and

"Companies" means Ever 1933 Limited, Dunlop Latex Foam (Holdings) Limited, Wavelynn Limited, Dunlop Latex Foam Limited and Dunlopbridge Property Limited.

SCHEDULE 2

1. Charge

The Company covenants to discharge on demand the Companies' Obligations and as a continuing security for such discharge and with full title guarantee charges to the Chargeholder:-

- 1.1 by way of legal mortgage all the freehold and leasehold property now vested in or charged to the Company including any Registered Land;
- 1.2 by way of fixed charge all estates or interests in any freehold and leasehold property now and in the future vested in or charged to the Company except the property charged by Clause 1.1 of the Debenture;
- 1.3 by way of fixed charge all fixtures and fittings from time to time attached to any freehold and leasehold property of the Company;
- 1.4 by way of fixed charge all plant and machinery vehicles and computer equipment of the Company present and future not regularly disposed of in the ordinary course of business and all associated warranties and maintenance contracts;
- 1.5 by way of fixed charge all furniture furnishings equipment tools and other chattels of the Company present and future not regularly disposed of in the ordinary course of business;
- 1.6 by way of fixed charge all rents receivable from any lease granted out of any freehold and leasehold property of the Company;
- 1.7 by way of fixed charge all the goodwill and uncalled capital of the Company present and future;
- 1.8 by way of fixed charge all stocks shares and other securities held by the Company from time to time in any subsidiary and all income and rights derived from or attaching to the same;
- 1.9 by way of fixed charge all stocks shares and other securities held by the Company from present and future (except those charged by Clause 1.8 of the Debenture) in any subsidiary and all income and rights derived from or attaching to the same;
- 1.10 by way of fixed charge all Intellectual Property Rights choses in action licences and claims of the Company present and future and the insurance policies and proceeds of any insurance from time to time affecting the Property. "Intellectual Property

Rights" include (without limitation) all rights in patents inventions copyrights design rights trademarks service marks database rights confidential information know-how domain names and business names;

- 1.11 by way of fixed charge the benefit of any currency or interest rate swap cap or collar or other hedging agreement or any futures transaction or treasury instrument made with the Chargeholder or any third party;
- 1.12 by way of fixed charge all books debts and other debts of the Company present and future and the proceeds of payment or realisation of each of them until the receipt of the proceeds from time to time into an account in accordance with Clause 4.2 of the Debenture;
- 1.13 by way of fixed charge all funds standing to the credit of the Company from time to time on any account with any bank or financial institution or organisation including all receipts from time to time paid into an account in accordance with Clause 4.2 of the Debenture; and
- 1.14 by way of floating charge all the undertaking and all property assets and rights of the Company present and future not subject to a fixed charge under the Debenture.

2. Restrictions

The Company will not without the previous written consent of the Chargeholder:-

- 2.1 create or permit to arise any mortgage charge or lien on the Property;
- 2.2 dispose of the Property charged by Clauses 1.1 to 1.13 of the Debenture inclusive;
- 2.3 deal with any of the Company's book debts and other debts otherwise than by collecting them in the ordinary course of the Company's business and in particular the Company will not realise its book debts and other debts by means of block discounting factoring or the like;
- 2.4 dispose of the Property charged by Clause 1.14 of the Debenture other than in the ordinary course of business; and
- 2.5 grant or accept a surrender of any lease or licence of or part with or share possession or occupation of its freehold and leasehold property or any part of it.

3. **Appointment of Receiver**

- 3.1 The Debenture gives the Chargeholder the right to appoint a receiver, including an administrative receiver.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03315899

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 4th FEBRUARY 2004 AND CREATED BY WAVELYNN HOLDINGS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM EVER 1933 LIMITED, WAVELYNN HOLDINGS LIMITED FORMERLY KNOWN AS DUNLOP LATEX FOAM (HOLDINGS) LIMITED, WAVELYNN LIMITED, DUNLOPBRIDGE PROPERTY LIMITED AND DUNLOP LATEX FOAM LIMITED TO BRIDGEPOINT CAPITAL (NOMINEES) LIMITED 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 11th FEBRUARY 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 16th FEBRUARY 2004.

THIS CERTIFICATE HAS BEEN
CANCELLED IN FAVOUR OF A NEW
CERTIFICATE DATED

24/2/04

Pe



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

FILE COPY



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

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

COMPANY No. 03315899

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 4th FEBRUARY 2004 AND CREATED BY WAVELYNN HOLDINGS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM EVER 1933 LIMITED, WAVELYNN HOLDINGS LIMITED FORMERLY KNOWN AS DUNLOP LATEX FOAM (HOLDINGS) LIMITED, WAVELYNN LIMITED, DUNLOPBRIDGE PROPERTY LIMITED AND DUNLOP LATEX FOAM LIMITED TO RICHARD SMITH 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 11th FEBRUARY 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 24th FEBRUARY 2004.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —