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## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

# 395

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Pursuant to section 395 of the Companies Act 1985

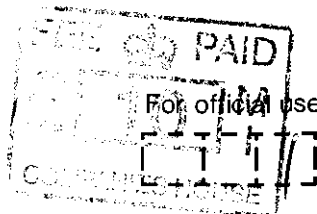
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CHA 116

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

\*insert full name  
of company

To the Registrar of Companies



Company number

4061715

Name of company

\* DUNLOP SLAZENGER GROUP HOLDINGS LIMITED (the "Chargor")

Date of creation of the charge

8 FEBRUARY 2001

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

GUARANTEE AND DEBENTURE dated 8 February 2001 and granted by the Chargor in favour of National Westminster Bank Plc (the "Security Trustee") (the "Debenture")

Amount secured by the mortgage or charge

The actual, contingent, present and/or future obligations and liabilities of the Chargor to any of the Secured Parties (as defined below) under, or pursuant to, all or any of the Financing Documents (as defined in the Credit Agreement, as defined below) (the "Secured Obligations").

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

National Westminster Bank Plc, 135 Bishopsgate, London.

Postcode

EC2M 3UR

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

Denton Wilde Sapte  
1 Fleet Place  
London  
EC4M 7WS

RP/SJC/58179.00294/5076381

Time critical reference

For official use  
Mortgage Section

Post room



LD5  
COMPANIES HOUSE

0459  
13/02/01

The Chargor, with full title guarantee, as continuing security for the payment of the Secured Obligations charged in favour of the Security Trustee (as agent and trustee for the Secured Parties:

(a) by way of legal mortgage all estates or interests in the freehold, leasehold and other immovable property described in Schedule 2 (as set out below) and the proceeds of sale thereof and all buildings and trade and other fixtures on any such property belonging to the Chargor (the "Legally Mortgaged Property";

(b) by way of fixed charge all estates or interests in any freehold, leasehold and other immovable property now or at any time during the continuance of this security belonging to the Chargor (other than the Legally Mortgaged Property) and the proceeds of sale thereof and all buildings and trade and other fixtures from time to time on any such property belonging to or charged to the Chargor;

(c) by way of fixed charge all plant, machinery, vehicles, computers and

continued on continuation sheet

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Particulars as to commission allowance or discount (note 3)

NIL

Signed

*Denton Wilde Sapte*

Date 13 February 2001

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

† delete as  
appropriate

- 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.

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## Particulars of a mortgage or charge (continued)

Continuation sheet No 1  
to Form No 395 and 410 (Scot)

CHA 116

Please complete  
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bold block lettering

Company Number

4061715

Name of Company

DUNLOP SLAZENGER GROUP HOLDINGS LIMITED (the "Chargor")

Limited\*

\* delete if  
inappropriate

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

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bold block lettering**

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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

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bold block lettering

office and other equipment owned by the Chargor both present and future;

(d) by way of fixed charge all book debts and other debts at the date of the Debenture and from time to time due or owing to the Chargor (the "Debts") and (subject to the provisions of Clause 6.2 of the Debenture) all moneys which the Chargor receives in respect thereof;

(e) by way of fixed charge (but subject to the provisions of Clause 6.2 of the Debenture) all balances standing to the credit of any current, deposit or other account of the Chargor with the Security Trustee or any other Secured Party (including, inter alia, any account designated a realisations account for the proceeds of disposals of any of the assets of the Chargor) or with other bankers, financial institutions or similar third parties (the "Credit Balances");

(f) by way of fixed charge all stocks, shares, debentures, bonds, notes, loan capital of:

(i) any Subsidiary (as defined below) of the Chargor; and

(ii) any other body corporate;

which may at or after the date of the Debenture be legally or beneficially owned by the Chargor and all rights to subscribe for, redeem, convert other securities into or otherwise acquire any of the same which may at the date of the Debenture or thereafter belong to the Chargor, together with all dividends, interest and other income and all other rights of whatsoever kind deriving from or incidental to any of the foregoing;

(g) by way of fixed charge the goodwill of the Chargor and its uncalled capital at or at any time after the date of the Debenture in existence;

(h) by way of fixed charge all trade marks and patents (excepting those charged to the Security Trustee pursuant to any charge in an agreed form over certain trade marks executed by the Chargor), copyrights, design rights, registered designs, patent applications, licences, tradenames, know-how, confidential information and inventions or other rights of every kind deriving therefrom at the date of the Debenture or at any time hereafter owned by the Chargor (the "Intellectual Property") and all fees, royalties and other rights of every kind deriving from the use or exploitation of such copyrights, patents, trade marks, tradenames, know-how and inventions; and

(i) by way of floating charge the whole of the Chargor's undertaking and all its property, assets and rights, whatsoever and wheresoever, present and future, other than any property or assets from time to time or for the time being effectively mortgaged or charged to the Security Trustee by way of fixed charge by the Debenture or any other Security Document (as defined in the Credit Agreement) (collectively, the "Floating Charge Property").

#### NOTE

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The Chargor covenanted in the Debenture that without the prior written consent of the Security Trustee it shall not nor shall it agree or purport to:

(a) create or permit to subsist any Encumbrance (as defined in the Credit Agreement) (other than Permitted Encumbrances (as defined in the

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**Particulars of a mortgage or charge  
(continued)**

Continuation sheet No 2  
to Form No 395 and 410 (Scot)

CHA 116

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Company Number

4061715

Name of Company

DUNLOP SLAZENGER GROUP HOLDINGS LIMITED (the "Chargor")
Limited*

\* delete if  
inappropriate

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

**Please complete  
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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

**Please complete  
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Credit Agreement)) over any of the Charged Property (as defined below) whether in any such case ranking in priority to or pari passu with or after the mortgages, fixed and floating charges hereby created or any other security created by this Debenture; or

(b) sell, discount, factor, transfer, lease, lend or otherwise dispose of, whether by means of one or a number of transactions related or not and whether at one time or over a period of time, the whole or any part of the Charged Property.

Schedule 2: The Legally Mortgaged Property

NONE.

Definitions:

"Charged Property" means the property, assets and income of the Chargor mortgaged or charged to the Security Trustee (whether by way of legal mortgage, fixed or floating charge) by or pursuant to this Guarantee and Debenture and each and every part thereof.

"Credit Agreement" means a credit agreement dated 10 March 1996 (as amended and restated pursuant to amendment and restatement agreements dated 30 August 1996, 30 June 1997, 5 June 1998 and 8 February 2001) and made between the Chargor, Dunlop Slazenger Group Limited, certain banks and National Westminster Bank Plc as Facility Agent, the Excess Working Capital Bank and the Overdraft Bank (as such terms are defined therein).

"Secured Parties" means all and each of the Security Trustee, the Facility Agent, the Overdraft Bank, the Excess Working Capital Bank and the Banks (as such terms are defined in the Credit Agreement).

"Subsidiary" has the meaning ascribed to such term by section 736 of the Companies Act 1985.



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04061715

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A GUARANTEE AND DEBENTURE DATED THE 8th FEBRUARY 2001 AND CREATED BY DUNLOP SLAZENGER GROUP HOLDINGS LIMITED FOR SECURING ALL MONIES AND LIABILITIES DUE OR TO BECOME DUE FROM THE COMPANY TO ANY OF THE SECURED PARTIES (AS DEFINED) UNDER OR PURSUANT TO LL OR ANY OF THE FINANCING DOCUMENTS (AS DEFINED IN THE CREDIT AGREEMENT) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 13th FEBRUARY 2001.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15th FEBRUARY 2001.

*[Handwritten signature]*



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*  
— for the record —