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COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

Please do not
write in
this margin

Pursuant to section 395 of the Companies Act 1985

CHA 116

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

To the Registrar of Companies

For official use

Company number

[][][][][]

2139163

Name of company

* Leggett & Platt U.K. Limited (the "Company")

* insert full name
of company

Date of creation of the charge

25 February 1997

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

Legal Charge (the "Charge")

Amount secured by the mortgage or charge

1. All present and future obligations and liabilities of the Company to the Bank whether actual or contingent, whether present or future and whether jointly or severally under: -
 - (i) the counter-indemnity of even date with the Charge and executed by the Company in favour of the Bank (the "Counter-Indemnity"); and/or
 - (ii) the facility letter of even date with the Charge and addressed by the Bank to the Company, pursuant to which the Bank placed a guarantee facility at the disposal of the Company upon and subject to the terms and conditions set out therein; and/or
 - (iii) the Charge.
2. All costs, charges and expenses incurred by the Bank in connection with the protection, preservation or enforcement of its rights under the Counter-Indemnity and/or the Charge.

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

The Royal Bank of Scotland plc
36 St Andrew Square
Edinburgh
EH2 2YB (the "Bank")

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

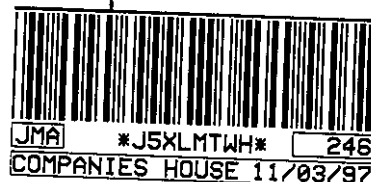
Dibb Lupton Alsop
Carlton House
18 Albert Square
Manchester
M2 5PE

RSW/MM/coc

Time critical reference

For official use
Mortgage Section

Post room



The Company with full title guarantee charges by way of first fixed charge all its right, title and interest in respect of : -

- (i) the account held by the Company with the Bank at 38 Mosley Street, Manchester, M60 2BE designated "The Royal Bank of Scotland plc - cash deposited by Leggett & Platt U.K. Limited to support Guarantee liability" under account number 20117025 (or such other replacement, redesignated or renumbered account(s) in which the Deposit (or any part thereof) is held from time to time) (the "Account"); and
- (ii) the amount from time to time standing to the credit of the Account and all rights accruing in respect of the Account (the "Deposit")

as a continuing security in favour of the Bank for the discharge of amount secured by the Charge.

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 Dibb Lupton Alsop

Date 11th March 1997

On behalf of ~~Leggett & Platt~~ 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 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.

CONTINUATION SHEET 1

**Description of the instrument creating
or evidencing the charge (continued)**

The Charge contains, inter alia, the following provisions : -

1. During the continuance of the security constituted by this Charge the Company shall not, except with the prior written consent of the Bank, be entitled to withdraw or transfer the whole or any part of the Deposit, save for the purpose of : -
 - (i) redeeming the £3,870,804 guaranteed floating rate unsecured loan notes 1997/2000 (the "Loan Notes") pursuant to the instrument of the same date as the Charge under which the Company has constituted the Loan Notes (the "Loan Note Instrument"); and/or
 - (ii) paying to the Noteholders (as defined in the Loan Note Instrument) interest payable on the Loan Notes in accordance with the Loan Note Instrument; and
 - (iii) paying to such account of the Company as the Company shall notify the Bank in writing for such purpose, an amount equal to the sum which has been withheld from a payment of interest referred to in subparagraph (ii) above on account of tax.
2. Save for encumbrances (as such term is construed in the Charge) in favour of the Bank, the Company hereby covenants with the Bank that, except with the prior written consent of the Bank, it will not create any mortgage, pledge, lien, charge or other security over, and has not otherwise encumbered, assigned or transferred and will not otherwise encumber, assign or transfer, the whole or any part of its right, title or interest in or to the Account and/or the Deposit.
3. The provisions of sections 93 and 103 of the Law of Property Act 1925 shall not apply to the security constituted by the Charge and the monies paid into the Account shall be deemed to have become due in relation to such security for all purposes of the Law of Property Act 1925 on the date of the Charge.
4. The Company irrevocably appoints the Bank to be its attorney to act in its name and on its behalf to execute, seal, deliver and otherwise perfect any deed, assurance, agreement, instrument or act which may be required or deemed proper for any of the purposes of the security constituted by the Charge.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02139163

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL CHARGE DATED THE 25th FEBRUARY 1997 AND CREATED BY LEGGETT & PLATT U.K. LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE ROYAL BANK OF SCOTLAND plc UNDER THE COUNTER-INDEMNITY OF EVEN DATE WITH THE CHARGE AND/OR THE FACILITY LETTER OF EVEN DATE AND/OR THIS LEGAL CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 11th MARCH 1997.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13th MARCH 1997.

A handwritten signature in dark ink, appearing to read 'R. N. Owens'.

RICHARD NEIL OWENS

for the Registrar of Companies

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DP



C O M P A N I E S H O U S E