

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

Name of company

* SILENTNIGHT 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)

Legal Mortgage (the "Legal Mortgage")

Amount secured by the mortgage or charge

Please refer to schedule 1 attached

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

Yorkshire Bank PLC, 20 Merrion Way, Leeds (the "Bank")

Postcode LS2 8NZ

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

Eversheds LLP
Cloth Hall Court
Infirmary Street
Leeds
LS1 2JB

REF: C5.SKP.679406

Time critical reference

For official Use
Mortgage Section

Post room

M



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COMPANIES HOUSE

AUG05HC

0746
10/02/04

M**CHFP025**

Please do not
write in
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Please complete
legibly, preferably
in black type, or
bold block lettering

*insert full name
of Company

**395**

Please refer to schedule 2 attached

Please do not
write in
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legibly, preferably
in black type, or
bold block
lettering

T+25

Particulars as to commission allowance or discount (note 3)

Nil

Signed

Evensheds LLP

Date

9 February 2004

On behalf of [XXXXXX] [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 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 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 TO FORM 395

1. The Company will on the date when payment or discharge becomes due:
 - 1.1 pay all sums of money it may now or at any time in the future owe to the Bank; and
 - 1.2 discharge all liabilities which it may now or at any time in the future owe to the Bank.
2. The Company's agreement to pay all sums of money and discharge all liabilities contained in paragraph 1 above shall include:
 - 2.1 sums and liabilities due or owing by the Company alone and/or jointly with any other person;
 - 2.2 sums and liabilities owed as a guarantor, indemnifier or security giver for any other person;
 - 2.3 sums and liabilities which may or may not become payable depending on the outcome of future events including any sums and liabilities which would become payable on demand by the Bank;
 - 2.4 sums and liabilities owed by the Company to another person, the rights to which have been transferred to the Bank;
 - 2.5 sums and liabilities owed on current or any other account.
3. The Company's agreement to pay all sums of money and discharge all liabilities contained in paragraph 1 above shall also include:
 - 3.1 Interest; and
 - 3.2 Costs.

(the "Secured Obligations")

Definitions

- | | |
|-------------------|--|
| "Costs" | banking charges and all costs and expenses (including the Bank's internal management and administrative costs and legal costs on a full indemnity basis) incurred by the Bank or any receiver appointed by the Bank in exercising the rights of the Bank or any receiver under the Legal Mortgage, calculated as agreed between the Bank and the Company, or if there is no agreement, in accordance with the Bank's current practice from time to time |
| "Interest" | interest at the applicable rate or rates the Bank agrees with the Company from time to time in respect of any sum of money or liability, and if no rate has been agreed between the Bank and the Company for any particular sum of money or liability, interest at such rate as the Bank may select from the rates agreed between the Bank and the Company in respect of any other sum of money or liability, in all circumstances, computed and compounded as agreed between the Bank and the Company, or if there is no agreement, in accordance with the Bank's current practice from time to time, both before and after any judgment is obtained by the Bank. |

SCHEDULE 2 TO FORM 395

1. As security for the payment and discharge of the Secured Obligations and all other sums of money and liabilities owed under the Legal Mortgage, with full title guarantee:
 - 1.1 The Company charges the Property to the Bank by way of legal mortgage.
 - 1.2 The Company assigns to the Bank the Related Rights.
 - 1.3 The Company assigns to the Bank the goodwill belonging to the Company of all businesses from time to time carried on at the Property with the benefit of all Permits which the Company may hold in connection with such businesses.
 - 1.4 The Company also charges to the Bank:
 - 1.4.1 by way of fixed charge the equipment and goods (if any) listed in Box C of the Legal Mortgage and all other fixtures, fittings, plant and machinery which may from time to time be erected on or affixed to the Property; and
 - 1.4.2 by way of floating charge all other movable plant, machinery, furniture, equipment, goods and other effects which are from time to time on the Property.
 - 1.5 All Costs and Interest on Costs from the date they are incurred until they are paid, will be secured by the Legal Mortgage

NOTE:

2. The Company will not:
 - 2.1 create or allow any Encumbrance on the Property; or
 - 2.2 without obtaining the Bank's written consent, grant or agree to grant any Lease or licence in respect of the Property or part with or share possession or occupation of the Property or grant or agree to grant any legal or equitable right or interest of any kind over the Property.

Definitions:

- | | |
|-------------------------|--|
| "Encumbrance" | any mortgage, charge, pledge, lien, standard security, assignment by way of security or other security interest of any kind |
| "Lease" | any lease, tenancy or agreement for lease |
| "Plan" | the plan which appears at Schedule 3 |
| "Property" | all that freehold land on the south side of North Hylton Road, Sunderland shown edged red on the Plan, and more particularly described in a conveyance dated 21 November 1967 made between The Mayor Aldermen and Burgesses of the City of Sunderland (1) and Hepworth and Grandage Limited (2) |
| "Related Rights" | any option to purchase or right of pre-emption to acquire the freehold or superior leasehold or to have a new Lease of the Property;

any proceeds of sale, letting or other disposition of the Property;

any guarantees, insurances or compensation monies relating to the Property or any Permit; |

any share or membership rights in a residents' association or management company relating to the Property; and

any other benefit or right of any kind relating to the Property, its use, construction or title

"Permit"

an authorisation, permit, registration certificate or licence of any kind

SCHEDULE 3 TO FORM 395

No need to
Scan but please
leave with 395
in batch.

Cheers.

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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. 00463901

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL MORTGAGE DATED THE 4th FEBRUARY 2004 AND CREATED BY SILENTNIGHT LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO YORKSHIRE BANK PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 10th FEBRUARY 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13th FEBRUARY 2004.

[Handwritten signature]



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES