

# 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

12 9809 / 10

# 395

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

For official use

Company number

100

1779190

Name of company

\* FOCUS (DIY) LIMITED (the "New Charging Company")

Date of creation of the charge

9 January 2004

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

MEZZANINE LEGAL MORTGAGE dated 9 January 2004 between the New Charging Company, the Parent and the Security Agent (the "Mortgage").

Amount secured by the mortgage or charge

All money and liabilities as at 9 January 2004 or thereafter due, owing or incurred to the Secured Parties (or any of them) by the Issuer and each of the other Guarantors under the Mezzanine Finance Documents (or any of them) in whatsoever manner in any currency or currencies whether present or future, actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety together with all interest accruing thereon and all costs, charges and expenses incurred by any of the Secured Parties in connection therewith PROVIDED THAT no obligation or liability shall be included within this definition of "Indebtedness" to the extent that, if it were so included, the Mortgage (or any part thereof) would constitute unlawful financial assistance within the meaning of sections 151 and 152 of the Companies Act 1985 (as amended) (the "Indebtedness").

Continued on Addendum 2/4

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

ING BANK N.V., London Branch, 60 London Wall, London, as security trustee for itself and the other Secured Parties (the "Security Agent").

Postcode EC2M 5TQ

Presentor's name address and  
reference (if any):  
Ashurst  
Broadwalk House, 5 Appold Street  
London EC2A 2HA

LVD/PGS/I046.00055/3276384

Time critical reference

For official Use  
Mortgage Section

Post room



A13  
COMPANIES HOUSE

0015  
14/01/04

Short particulars of all the property mortgaged or charged

1. SECURITY OVER FREEHOLD AND LEASEHOLD PROPERTY

The New Charging Company, as continuing security for the payment of the Indebtedness, charged in favour of the Security Agent with full title guarantee the following assets (or the New Charging Company's interest therein), both present and future, from time to time owned by it or in which it is from time to time interested.

1.1 by way of first legal mortgage all the freehold and leasehold property specified in schedule 1 of the Mortgage (and as detailed in the schedule hereto) together with all buildings and fixtures (including trade fixtures) at any time thereon; and

1.2 by way of first fixed charge all other interests (not being charged by clause 2.1 of the Mortgage) in any freehold or leasehold property, the buildings and fixtures (including trade fixtures) at any time thereon, all proceeds of sale derived therefrom and the benefit of all covenants given in respect thereof and all licences to enter upon or use land and the benefit of all other agreements relating to land,

Continued on Addendum 4/4

Please do not write in this margin

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

7  
K/A Back Page

Particulars as to commission allowance or discount (note 3)

Nil.

Signed



Date

9/1/04

On behalf of chargee<sup>†</sup>

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge. (See note 5)

NOTES

† 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.
- 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

Company number

1779190

Name of company

\* insert full name  
of company

\* FOCUS (DIY) LIMITED (the "New Charging Company")

Addendum 1/4

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

Name of company

\* Insert full name  
of company

\* FOCUS (DIY) LIMITED (the "New Charging Company")

## Addendum 2/4

## 2. Amount due or owing on the mortgage or charge (continued)

## NOTE.

In this form:

In this form:

"Charging Companies" means each of the companies listed in schedule 1 of the Mezzanine Debenture and each company which grants security over its assets in favour of the Security Agent by executing a Security Accession Deed;

"Group" means the Parent and all of its Subsidiaries and every person in relation to which the Parent or any of its Subsidiaries is a Parent Company (as defined in the Senior Credit Agreement) and "member of the Group" or "Group Company" means any of them;

"Guarantors" means Focus Wickes (Investments) Limited (CRN: 4560463) and each other Group Company which becomes a guarantor under any Mezzanine Finance Document, and the Holdco Guarantors (as defined in the Intercreditor Deed);

"Intercreditor Deed" means the intercreditor deed in the agreed form dated 29 November 2002 (as amended and restated) between, amongst others, the Finance Parties, the Mezzanine Lenders, the DDB Noteholders, the Investors and the Holdcos (as all such terms are defined therein);

"Issuer" means Focus Wickes (Finance) PLC, a public limited company registered in England and Wales with registered number 4526040;

"Mezzanine Debenture" means a debenture dated 29 July 2003 between, inter alia. the Parent, the Charging Companies named therein and the Security Agent, as previously supplemented and amended by earlier Security Accession Deeds and Supplemental Debentures (if any);

"Mezzanine Finance Documents" means the Mezzanine Notes, the Indenture, the Mezzanine Security Documents, the Mezzanine Scottish Security Agreements, the Junior Note Agreement and the Junior Notes (as all such terms are defined in the Mezzanine Debenture);

"Mezzanine Finance Parties" means the Mezzanine Noteholders, the Mezzanine Note Trustee, the Junior Note Agent, the Junior Noteholders (if any) (as all such terms are defined in the Mezzanine Debenture) and the Security Agent;

"Parent" means Focus Wickes Group Limited (formerly known as De Facto 1007 Limited) (CRN: 4525990);

"Security Accession Deed" means a deed executed by a Group Company substantially in the form set out in schedule 7 of the Mezzanine Debenture, with those amendments which the Security Agent and the Parent may approve or reasonably require;

"Secured Parties" means the Mezzanine Finance Parties; and

"Senior Credit Agreement" means the credit agreement dated 29 November 2002 under which certain lenders have made available £580,000,000 of facilities to Focus Wickes (Investments) Limited (formerly known as De Facto 1014 Limited - CRN: 4560463);

"Subsidiary" means:-

- (a) a subsidiary as defined in section 736 of the Companies Act 1985; and
- (b) (for the purpose of the financial information to be delivered, and the financial covenants to be complied with,

Company number

1779190

Name of company

\* insert full name  
of company

\* FOCUS (DIY) LIMITED (the "New Charging Company")

under this agreement) a subsidiary undertaking as defined in section 258 of the Companies Act 1985.

Company number

1779190

Name of company

\* insert full name  
of company

\* FOCUS (DIY) LIMITED (the "New Charging Company")

Addendum 3/4

3. Names, addresses and description of the mortgagees or persons entitled to the charge (continued)

Company number

1779190

Name of company

\* insert full name  
of company

\* FOCUS (DIY) LIMITED (the "New Charging Company")

Addendum 4/4

4. Short particulars of all the property mortgaged or charged (continued)

Provided that notwithstanding any other provision of the Mortgage, no freehold, feuhold or leasehold interest or any other such interest in any real property situated in Scotland will be subject to the fixed charge constituted by the Mortgage and the New Charging Company will not charge by way of fixed charge (other than by way of standard security) any such interest which it has or may in the future have in any real property situated in Scotland by virtue of the provisions of the Mortgage.

2. CONSTRUCTION OF MEZZANINE DEBENTURE

The Mezzanine Debenture and the Mortgage shall be read together as one instrument on the basis that references in the Mezzanine Debenture to "this deed" will be deemed to include the Mortgage.

SCHEDULE

Details of Freehold and Leasehold Property

Leasehold premises at Unit A, Winfrey Avenue, Spalding as the same is demised by a lease dated 23 December 2003 and made between Wm Morrison Supermarkets PLC (1) and Focus (DIY) Limited (2) for a term of 25 years commencing on the 25 day of March 2003.

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 01779190

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A MEZZANINE LEGAL MORTGAGE DATED THE 9th JANUARY 2004 AND CREATED BY FOCUS (DIY) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM FOCUS WICKES (FINANCE) PLC AND EACH OF THE GUARANTORS TO THE SECURED PARTIES (OR ANY OF THEM) 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 14th JANUARY 2004.

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



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —