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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

23

1932765

Name of company

* FOCUS NO.1 LIMITED (the "Company")

Date of creation of the charge

3 March 2005

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

MEZZANINE DEBENTURE between the Parent, the Charging Companies and the Security Agent
(the "Mezzanine Debenture")

Amount secured by the mortgage or charge

All money and liabilities as at 3 March 2005 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 the definition of "Indebtedness" to the extent that, if it were so included, the Mezzanine Debenture (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

KYR/ING07.00015/3652203

Time critical reference

For official Use
Mortgage Section

Post room



A14
COMPANIES HOUSE

AMRDS3GB

0562
10/03/05

Short particulars of all the property mortgaged or charged

1. CHARGING CLAUSE

1.1 Fixed Charges

Subject to the terms of the Senior Debenture, the 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 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:

(a) by way of first legal mortgage:

(i) all the freehold and leasehold (subject to clause 3.6 (Leases Restricting Charging) of the Mezzanine Debenture) property specified in schedule 2 to the Mezzanine Debenture, as set out in schedule 2 hereto, together with all buildings and fixtures (including trade fixtures) at any time thereon; and

Continued on Addendum 4/4

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed



Date 9/3/05

On behalf of [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)

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

M395 Continuation

Company number

1932765

Name of company

* insert full name
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* FOCUS NO.1 LIMITED (the "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 NO.1 LIMITED (the "Company")

Addendum 2/4

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

In this form:

"Assigned Agreements" means the Acquisition Documents, the Disposal Documents (each as defined in the Senior Credit Agreement), the Mezzanine Hedging Instruments and the Insurances (each as defined in the Mezzanine Debenture);

"Book Debts" means all book and other debts arising in the ordinary course of trading;

"Cash Collateral Accounts" has the meaning given to it in the Senior Credit Agreement;

"Charged Property" means the assets mortgaged, charged or assigned to the Security Agent by the Mezzanine Debenture;

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

"Collection Accounts" means the accounts of the Charging Companies set out in schedule 5 to the Mezzanine Debenture and/or such other accounts as the Company and the Security Agent shall agree or (following the occurrence of a Declared Default which is continuing unremedied and unwaived) as the Security Agent shall specify;

"Declared Default" means an Event of Default which has resulted in the Mezzanine Noteholders or the Mezzanine Note Trustee exercising any of its rights under section 6.02 (Acceleration) of the Indenture;

"Distribution Rights" means all dividends, distributions and other income paid or payable on an Investment or Subsidiary Share, together with all shares or other property derived from that Investment or Subsidiary Share and all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to that Investment or Subsidiary Share (whether by way of conversion, redemption, bonus, preference, option or otherwise);

"Event of Default" has any of the events specified in section 6.01 (Events of Default) of the Indenture;

"Floating Charge Asset" means an asset charged pursuant to clause 3.2 (Floating Charge) of the Mezzanine Debenture;

"Further Mezzanine Notes" means any further mezzanine notes issued by the Issuer on substantially the same terms (with the same Mezzanine Note Trustee) as the Original Mezzanine Notes;

"Guarantors" has the meaning given to it in the Indenture;

"Indenture" means the indenture dated 3 March 2005 entered into between the Issuer, the Guarantors and The Bank of New York as the Mezzanine Note Trustee;

"Intellectual Property Rights" means all patents and patent applications, trade and service marks and trade and/or service mark applications (and all goodwill associated with any such applications), all brand and trade names, all copyrights and rights in the nature of copyright, all design rights, all registered designs and applications for registered designs, all trade secrets, know-how and all other intellectual property rights;

"Intercreditor Deed" means the intercreditor deed as defined in the Senior Credit Agreement;

"Investment" means any stock, share, debenture, loan stock, security, interest in any investment fund and any other comparable investment (whether or not marketable) whether owned directly by or to the order of the Company or by any trustee, fiduciary or clearance system on its behalf (including, unless the context otherwise requires, the Subsidiary Shares);

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"Issuer" means Focus DIY (Finance) PLC a company incorporated in England and Wales with registered number 4526040;

"Mezzanine Finance Documents" means the Mezzanine Notes, the Indenture and the Mezzanine Debenture;

"Mezzanine Finance Parties" means the Mezzanine Noteholders, the Mezzanine Note Trustee, and the Security Agent;

"Mezzanine Noteholders" means the holders from time to time of the Mezzanine Notes;

"Mezzanine Notes" means the Original Mezzanine Notes and any Further Mezzanine Notes;

"Mezzanine Note Trustee" means the Bank of New York in its capacity as trustee for the Mezzanine Noteholders;

"Original Mezzanine Notes" means the Sterling denominated mezzanine notes due 2015 issued by the Issuer, in a maximum aggregate amount necessary to provide net proceeds no greater than £100,000,000 (the terms of which are in accordance with clause 5.12 (Terms of Mezzanine Debt) of the Intercreditor Deed);

"Parent" means FW No.1 Limited (CRN: 4525990);

"Permitted Security Interest" means a security interest permitted pursuant to clause 21.3(b) (Security) of the Senior Credit Agreement;

"Secured Parties" means the Mezzanine Finance Parties;

"Security Accession Deed" means a deed executed by a Group Company (as such term is defined in the Senior Credit Agreement) substantially in the form set out in schedule 7 to the Mezzanine Debenture, with those amendments which the Security Agent and Parent may approve or reasonably require;

"Security Interest" means any mortgage, charge (fixed or floating), pledge, lien, hypothecation, right of set-off, trust, assignment by way of security, reservation of title, or any other security interest whatsoever, howsoever created or arising;

"Senior Credit Agreement" means the credit agreement dated 16 February 2005 between, among others, the Parent and the Security Agent under which the certain lenders agreed to make available credit facilities of £285,000,000 to the Borrowers (as such term is defined therein);

"Senior Debenture" means the debenture dated 16 February 2005 between the Parent, the charging companies named therein and the Security Agent granting fixed and floating charges in favour of the Security Agent as security for all sums due under the Senior Credit Agreement;

"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, under the Mezzanine Debenture) a subsidiary undertaking as defined in section 258 of the Companies Act 1985; and

"Subsidiary Shares" means all shares owned by a Charging Company in its Subsidiaries.

M395 Continuation

Company number

1932765

Name of company

* insert full name
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* FOCUS NO.1 LIMITED (the "Company")

Addendum 3/4

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

Name of company

* insert full name
of company

* FOCUS NO.1 LIMITED (the "Company")

Addendum 4/4

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

(ii) all other freehold property and those leasehold (subject to clause 3.6 (Leases Restricting Charging) of the Mezzanine Debenture) properties held on long leases of a term over 21 years owned by it situated in England and Wales together with all buildings and fixtures (including trade fixtures) at any time thereon;

(b) by way of first fixed charge:

(i) all other interests (not being charged by clause 3.1(a) of the Mezzanine Debenture, as set out in clause 1.1(a) above) 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;

(ii) all plant, machinery, vehicles, computers, office and other equipment and the benefit of all contracts, licences and warranties relating thereto;

(iii) all Book Debts and all rights and claims against third parties and against any security in respect of Book Debts;

(iv) all the Subsidiary Shares including those listed in schedule 3 of the Mezzanine Debenture, as set out in schedule 3 hereto and Investments and all corresponding Distribution Rights;

(v) all debts and monetary claims (other than Book Debts) and all rights against third parties in respect of such debts and claims;

(vi) all monies from time to time standing to the credit of any and all of its accounts (including without limitation the Cash Collateral Accounts, the Nominated Accounts as defined in clause 8.4(a)(i) of the Mezzanine Debenture and the Collection Accounts) with any bank, financial institution or other person;

(vii) all its Intellectual Property Rights;

(viii) the benefit of all licences, consents, agreements and authorisations held or utilised by the Company in connection with its business or the use of any of its assets;

(ix) its goodwill and uncalled capital;

(x) if not effectively assigned by clause 3.3 (Security Assignment) of the Mezzanine Debenture, as set out in clause 1.3 below all its rights and interests in (and claims under) the Assigned Agreements.

Provided that notwithstanding any other provision of the Mezzanine Debenture, 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 Mezzanine Debenture and the 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 Mezzanine Debenture. But for the avoidance of doubt the provisions of the Mezzanine Debenture shall apply in relation to the creation of a floating charge over all freehold, feuhold or leasehold or any other such interest in any real property situated in Scotland which the Company has as at 3 March 2005 or may have in the future.

1.2 Floating Charge

Subject to the terms of the Senior Debenture and as further continuing security for the payment of the Indebtedness, the Company charged with full title guarantee (but subject to any Permitted Security Interest) in favour of the Security Agent by way of first floating charge all its present and future assets not effectively charged by way of first fixed charge under clause 3.1 (Fixed Charges) of the Mezzanine Debenture, as set out in clause 1.1 above or assigned by way of security under clause 3.3 (Security Assignment) of the Mezzanine Debenture, as set out in clause 1.3 below.

Name of company

* insert full name
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1.3 Security Assignment

Subject to the terms of the Senior Debenture and as further continuing security for the payment of the Indebtedness, the Company has assigned (absolutely with full title guarantee) to the Security Agent all its rights, title and interest in the Assigned Agreements, provided that until the occurrence of a Declared Default, the Company shall be entitled to continue to deal with the counterparties to such Assigned Agreements and provided further that on payment or discharge in full of the Indebtedness the Security Agent will at the request and cost of the Company re-assign the Assigned Agreements to the Company (or as it shall direct).

1.4 Conversion of Floating Charge

If:

- (a) an Event of Default has occurred and is continuing unremedied and unwaived; or
- (b) the Security Agent is of the view (acting reasonably) that
 - (i) any Floating Charge Assets are in danger of being seized; or
 - (ii) any legal process or execution is being enforced against any Floating Charge Assets; or
 - (iii) that any Floating Charge Asset is otherwise in jeopardy,

the Security Agent may at any time, by notice in writing to the Company, convert the floating charge created under the Mezzanine Debenture into a fixed charge as regards those assets which it specifies in the notice. The Company shall promptly execute a fixed charge or legal assignment over those assets in the form which the Security Agent requires, but on terms no more onerous to the Company than the Mezzanine Debenture.

1.5 Automatic Conversion of Floating Charge

If the Company creates (or purports to create) any Security Interest (except as permitted by the Senior Credit Agreement and the Indenture or with the prior consent of the Security Agent) on or over any Floating Charge Asset without the prior consent in writing of the Security Agent, or if any third party levies or attempts to levy any distress, attachment, execution or other legal process against any Floating Charge Asset, the floating charge created under the Mezzanine Debenture will automatically (without notice) be converted into a fixed charge over the relevant Floating Charge Asset immediately such event occurs.

2. CONTINUING SECURITY

2.1 Continuing Security

The security is to be a continuing security notwithstanding any intermediate payment or settlement of all or any part of the Indebtedness or any other matter or thing.

2.2 Other Security

The security is to be in addition and shall neither be merged in nor in any way exclude or prejudice or be affected by any other security or other right which the Security Agent and/or any other Secured Party may as at 3 March 2005 or thereafter hold for the Indebtedness or any part of the Indebtedness, and the security may be enforced against the Company without first having recourse to any other rights of the Security Agent or any other Secured Party.

Name of company

* insert full name
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3. FURTHER ASSURANCE

3.1 General

(a) The Company will, at its own expense, promptly execute such deeds, assurances, agreements, instruments and otherwise do such acts and things as the Security Agent may require for perfecting and protecting the security created (or intended to be created) by the Mezzanine Debenture, for facilitating the realisation of such security, for otherwise enforcing such security or for exercising any of the Security Agent's rights under the Mezzanine Debenture. In particular, but without limitation, the Company will:

(i) at any time if so requested by the Security Agent execute a valid legal mortgage in such form as the Security Agent shall reasonably require of any freehold or leasehold property held under a lease of term of 21 years or more situated in England and Wales as at 3 March 2005 or in the future belonging to it which is not effectively charged by way of legal mortgage by the Mezzanine Debenture;

(ii) at any time if so requested by the Security Agent, execute a valid equitable charge or legal assignment in such form as the Security Agent shall reasonably require over any Intellectual Property Rights;

(iii) execute a valid legal assignment in such form as the Security Agent may reasonably require over all or any of the debts, rights, claims and contracts charged by the Mezzanine Debenture;

(iv) execute a valid fixed charge in such form as the Security Agent may reasonably require over any Floating Charge Asset; and

(v) otherwise execute all transfers, conveyances, assignments and assurances whatsoever and give all notices, orders, instructions and directions whatsoever which the Security Agent may reasonably require.

(b) Any security document required to be executed by the Company pursuant to clause 5.1 of the Mezzanine Debenture will be prepared at the cost of the Company and will contain clauses corresponding to the provisions set out in the Mezzanine Debenture.

4. NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS

The Company may not:

(a) create or permit to subsist (in favour of any person other than the Security Agent) any Security Interest over all or any part of the Charged Property or agree or attempt to do so, other than a Permitted Security Interest; or

(b) (whether by a single transaction or a number of related or unrelated transactions, and whether at the same time or over a period of time) sell, transfer, lease out, lend or otherwise dispose of all or any part of the Charged Property (other than Floating Charge Assets on arm's length terms in the ordinary course of trading), or any interest therein, or the right to receive or to be paid the proceeds arising on the disposal of the same, or agree or attempt to do so; or

(c) dispose of the equity of redemption in respect of all or any part of the Charged Property,

except as permitted by the Senior Credit Agreement and/or the Indenture or with the prior consent of the Security Agent.

M395 Continuation

Company number

1932765

Name of company

* insert full name
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SCHEDULES**SCHEDULE 1****Charging Companies**

Name	Registered Number
Focus DIY (Investments) Limited	4560463
Focus No.1 Limited	1932765
Focus Retail Group Limited	3918467
Focus Group (Finance) Limited	3918577
Focus (DIY) Limited	1779190
Do it All Limited	1977522
Do it All (Holdings) Limited	2488208
Focus Retail Services Limited	4286919

SCHEDULE 2**Details of Properties**

Intentionally left blank

SCHEDULE 3**Subsidiary Shares**

Charging Company	Subsidiary	Number and Class of Shares	Details of Nominees (if any) holding legal title to Shares
Focus No.1 Limited	Focus Retail Group Limited	Ordinary £1 149,999	W E Archer & Focus Wickes Limited – 1

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 01932765

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A MEZZANINE DEBENTURE DATED THE 3rd MARCH 2005 AND CREATED BY FOCUS NO.1 LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE ISSUER AND EACH OF THE OTHER 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 10th MARCH 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15th MARCH 2005.

P DM



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —