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COMPANIES FORM No. 395

Particulars of a mortgage or charge

524151/400

395

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

119

538332

Name of company

* G.E. HARPER LIMITED (THE "CHARGOR")

Date of creation of the charge

13 JUNE 2002

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

Target Guarantee and Debenture (the "Guarantee and Debenture") made between (1) the Chargor and (2) The Governor and Company of the Bank of Scotland (the "Security Trustee", which expression shall include all successor security trustees appointed from time to time) as agent and Security Trustee for the Secured Parties (as defined below)

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 under or pursuant to all or any of the Secured Documents (as defined below) but excluding any such obligations and liabilities due to the Secured Parties under, or in respect of, Tranche B of the Term Loan Facility (each as defined in the Credit Agreement), under, or in respect, of any Revolving Advances made under the Revolving Credit Facility (each as defined in the Credit Agreement) to finance the Acquisition Costs under, or in respect of, the Interest Rate Protection Agreements and under, or in respect of, the Fees Letter (each as defined in the Credit Agreement) (the "Secured Obligations").

contd..../

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

The Governor and Company of the Bank of Scotland (the "Security Trustee"), Fifth Floor, Broad Street House, 55 Old Broad Street, London

Please return

via

Postcode EC2P 2HL

CH London Counter

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

Denton Wilde Sapte
1 Fleet Place
London
EC4M 7WS

For official Use
Mortgage Section

Post room



LD6
COMPANIES HOUSE

0280
21/06/02

Time critical reference

LJL/CGA/58119.00797

Short particulars of all the property mortgaged or charged

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 of the Guarantee and Debenture (which is reproduced below) and the proceeds of sale thereof and all buildings and trade and other fixtures on any such property belonging to or charged 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 office and other equipment owned by the Chargor both present and future;

contd.... /

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this margin

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

Particulars as to commission allowance or discount (note 3)

NIL

Signed

Deventer Wilde Syte

Date [21 June 2002]

On behalf of [~~company~~] [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

CHFP025

**Particulars of a mortgage or charge
(continued)**Please do not
write in this
binding marginContinuation sheet No 1
to Form No 395 and 410 (Scot)Please complete
legibly, preferably
in black type, or
bold block lettering

Company Number

538332

Name of Company

G.E. HARPER LIMITED (THE "CHARGOR")

~~Limited~~** delete if
inappropriate

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

5846342

1

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

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write in this
binding margin

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

(d) by way of a fixed charge all book debts and other debts now and from time to time due or owing to the Chargor (the "Debts") and (subject to the provisions of Clause 7 of the Guarantee and Debenture) all moneys which the Chargor receives in respect thereof together with all rights relating thereto;

(e) to the extent not already charged under the Target 2 Share Charge (as defined below), by way of fixed charge all stocks, shares, debentures, bonds, notes and loan capital of: (i) any Subsidiary (as defined below) of the Chargor; and, (ii) any other body corporate; and all rights to subscribe for, redeem, convert other securities into or otherwise acquire any of the same which may now or hereafter 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;

(f) by way of fixed charge the goodwill of the Chargor and its uncalled capital now or at any time hereafter in existence;

(g) by way of fixed charge all copyrights, patents, patent applications, licences, trade marks, tradenames, know-how and inventions or other rights of every kind deriving therefrom now or at any time hereafter belonging to the Chargor and all fees, royalties and other rights of every kind deriving from such copyrights, patents, trade marks, tradenames, know-how and inventions; and

(h) 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, assigned or charged to the Security Trustee by way of fixed charge by (a) to (g) above (hereinafter collectively referred to as the "Floating Charge Property").

In addition, the Chargor, with full title (and to the intent that security so constituted shall be a continuing security in favour of the Security Trustee as agent and trustee for Secured Parties) assigned with full title guarantee by way of security all of the Chargor's right title and interest (both present and future) in the Acquisition Agreement (as defined below).

NOTE

The Chargor covenanted in the Guarantee and 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 below) (other than a Permitted Encumbrance (as defined in the Credit Agreement)) whether in any such case ranking in priority to or pari passu with or after the security created by this Guarantee and 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 its undertaking or assets except as permitted under the Credit Agreement.

DEFINITIONS

The following words and expressions have the respective meanings attributed to them.

"Acquisition Agreement" means the share purchase agreement dated on or before the date of the Credit Agreement relating to the purchase of all of the issued share capital of Brightdart Limited ("Brightdart") (no. 4387992) and made between DCA Bramall and the Parent.

"Credit Agreement" means a Credit Agreement dated 13 June 2002 made between C D Bramall PLC (the "Parent"), certain banks, certain Hedging Banks, The Governor and Company of the Bank of Scotland as Facility Agent, the Security Trustee, The Governor and Company of the Bank of Scotland and The Royal Bank of Scotland plc as Agent for National Westminster Bank Plc as Working Capital Banks, and The Governor and Company of the Bank of Scotland and The Royal Bank of Scotland plc as Arrangers (each as defined in the Credit Agreement).

contd....//

CHFP025

**Particulars of a mortgage or charge
(continued)**Please do not
write in this
binding marginContinuation sheet No 2
to Form No 395 and 410 (Scot)Please complete
legibly, preferably
in black type, or
bold block lettering

Name of Company

Company Number

538332

* delete if
inappropriate

G.E. HARPER LIMITED (THE "CHARGOR")

~~Limited~~

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

5846342

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

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"Encumbrance" means any mortgage, charge, assignment by way of security, pledge, hypothecation, lien, right of set-off, retention of title provision, trust or flawed asset arrangement (for the purpose of, or which has the effect of, granting security) or any other security interest of any kind whatsoever, or any agreement, whether conditional or otherwise, to create any of the same, or any agreement to sell or otherwise dispose of any asset on terms whereby such asset is or may be leased to or re-acquired or acquired by any Group Company.

"Group Company" means the Parent and each of its Subsidiaries and, after the Target Date (as further defined in the Credit Agreement), shall include Brightdart, Quicks Group Plc ("Quicks") (no. 158215) and each of their respective Subsidiaries; and "Group Company" means any one of them.

"Secured Documents" means all and each of the Credit Agreement, the Working Capital Facility Letters, the Interest Rate Protection Agreements, the Fees Letter and the Security Documents including this Target Guarantee and Debenture (all as defined in the Credit Agreement).

"Secured Parties" means all and each of the Security Trustee (as defined above), the Facility Agent, each one of the Working Capital Banks, each Hedging Bank, the Arrangers and the Banks (each as further defined in the Credit Agreement) and "Secured Party" shall be construed accordingly.

"Subsidiary" means a subsidiary within the meaning of section 736 of the Act and "Subsidiaries" shall be construed accordingly.

"Target 2 Share Charge" means a charge over the Target 2 Shares (as defined below), in the agreed form, executed or to be executed by Brightdart.

"Target 2 Shares" means all of the issued share capital of Quicks including the Listed Preference Shares (as defined in the Credit Agreement) and the Unlisted Preference Shares (as defined in the Credit Agreement).

SCHEDULE 2 - Legally Mortgaged Property

None

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

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 00538332

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A TARGET GUARANTEE AND DEBENTURE MADE BETWEEN THE COMPANY (THE "CHARGOR") AND THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND, AS AGENT AND SECURITY TRUSTEE FOR THE SECURED PARTIES DATED THE 13th JUNE 2002 AND CREATED BY G.E. HARPER LIMITED FOR SECURING ALL OBLIGATIONS AND LIABILITIES DUE OR TO BECOME DUE FROM THE COMPANY TO ANY OF THE SECURED PARTIES 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 21st JUNE 2002.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 25th JUNE 2002.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —

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