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# 395

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For official use

Company number

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

5

2841660

Name of company

\* MILES (CHESHAM) LIMITED (THE "CHARGOR")

Date of creation of the charge

22 AUGUST 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 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) (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

Postcode EC2P 2HL

Please return  
via

esentor's name address and  
erence (if any):

CH London Counter nton Wilde Sapte  
Fleet Place  
London  
EC4M 7WS

PXU/CGA/58119.00797

Time critical reference

For official Use  
Mortgage Section

Post room



LD7  
COMPANIES HOUSE

0307  
03/09/02

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 at the date of the Guarantee and Debenture 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;

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legibly, preferably  
in black type, or  
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Particulars as to commission allowance or discount (note 3)

NIL

Signed

*Rendon W de Sique*

Date 28 AUGUST 2002

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

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

(d) by way of a fixed charge all book debts and other debts at the date of the Guarantee and Debenture 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 at the date of the Guarantee and Debenture or thereafter 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 at the date of the Guarantee and Debenture or at any time thereafter 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 at the date of the Guarantee and Debenture or at any time thereafter 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 (thereinafter 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 and made between DCA Bramall and C D Bramall PLC.

"Credit Agreement" means a Credit Agreement dated 13 June 2002 made between the C D Bramall PLC, certain banks, certain Hedging Banks (as defined in the Credit Agreement), The Governor and Company of the

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

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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.

"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 C D Bramall PLC and each of its Subsidiaries and, after the Target Date (as further defined in the Credit Agreement), shall include Brightdart Limited, Bramall Quicks Limited, formerly Quicks Group Plc 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 (all as defined in the Credit Agreement) including the Guarantee and Debenture.

"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 by Brightdart Limited.

"Target 2 Shares" means all of the issued share capital of Quicks Group PLC (now known as Bramall Quicks Limited) 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

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

Please complete  
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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. 02841660

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A TARGET GUARANTEE AND DEBENTURE DATED THE 22nd AUGUST 2002 AND CREATED BY MILES (CHESHAM) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE CHARGOR 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 3rd SEPTEMBER 2002.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 5th SEPTEMBER 2002.



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —