

# M

COMPANIES FORM No. 410(Scot)

## Particulars of a charge created by a company registered in Scotland

# 410

Please do not  
write in  
this margin

Pursuant to section 410 of the Companies Act 1985

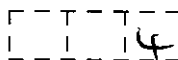
Please complete  
legibly, preferably  
in black type, or  
bold block lettering

\*  
insert full name  
of company

To the Registrar of Companies  
(Address overleaf - Note 5)

For official use

Company number



SC91771

Name of company

\* M D (1995) Group Limited ("the Relevant Company")

Date of creation of the charge (note 1)

7 January 1997

Description of the instrument (if any) creating or evidencing the charge (note 1)

Guarantee and Debenture ("the Debenture")

Amount secured by the charge

The Secured Sums (as defined in the Paper Apart to this Form M410).

Names and addresses of the persons entitled to the charge

Barclays Bank PLC, Chatsworth House, 56/70 St Mary Axe, London EC3A 8BD  
as Security Trustee

Presentor's name address telephone  
number and reference (if any):

Shepherd & Wedderburn WS  
Saltire Court, 20 Castle  
Terrace, EDINBURGH EH1 2ET  
DX 553 049 EDIN-18  
Tel: 0131 228 9900  
B0170.24/AMK/NCR (AK301202)

For official Use  
Charges Section

Post room



SCT \*SR67GSMQ\* 175  
COMPANIES HOUSE 24/01/97

Short particulars of all the property charged.

The Property Secured by the Fixed Charges and the Property Secured by the Floating Charge (as defined in the Paper Apart to this Form M410) created by the Debenture.

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

Statement, in the case of a floating charge, as to any restrictions on power to grant further securities and any ranking provision (note 2)

See Part V of the Paper Apart to this Form M410.

Particulars as to commission, allowance or discount paid (see section 413(3))

Nil

Signed \_\_\_\_\_ Date 23/1/97

On behalf of [~~company~~] [chargee]†

† delete as  
appropriate

#### Notes

1. A description of the instrument e.g. "Standard Security" "Floating Charge" etc, should be given. For the date of creation of a charge see section 410(5) of the Act. (Examples - date of signing of an Instrument of Charge; date of recording/registration of a Standard Security; date of intimation of an Assignment.)

2. In the case of a floating charge a statement should be given of (1) the restrictions, if any, on the power of the company to grant further securities ranking in priority to, or pari passu with the floating charge; and/or (2) the provisions, if any, regulating the order in which the floating charge shall rank with any other subsisting or future floating charges or fixed securities over the property which is the subject of the floating charge or any part of it.

3. A certified copy of the instrument, if any, creating or evidencing the charge, together with this form with the prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of the creation of the charge. In the case of a charge created out of the United Kingdom comprising property situated outside the U.K., within 21 days after the date on which the copy of the instrument creating it could, in due course of post, and if despatched with due diligence, have been received in the U.K. Certified copies of any other documents relevant to the charge should also be delivered.

4. A certified copy must be signed by or on behalf of the person giving the certification and where this is a body corporate it must be signed by an officer of that body.

5. The address of the Registrar of Companies is:-

Companies Registration Office,  
102 George Street,  
Edinburgh EH2 3DJ

**M D (1995) GROUP LIMITED**

**COMPANY NUMBER SC91771**

**THIS IS THE PAPER APART REFERRED TO  
IN THE ATTACHED FORM M410**

**PART I**

**DEFINITIONS**

In this Schedule so far as the context admits the following expressions have the following meanings:-

**"Banks"** means the banks and financial institutions listed in Part III of this Paper Apart together with any Bank which becomes a Bank for the purposes of the Debenture and (where the context requires or permits) includes each or any of them and their respective successors and permitted assignees or transferees but excludes any Bank which has ceased to be a Bank for the purposes of the Debenture;

**"Charged Assets"** means all the assets, goodwill, property, undertaking, rights and revenues whatsoever and wheresoever (present and future) of the Relevant Company for the time being charged under the Debenture and includes (without limitation) all Charged Properties and (where the context requires or permits) also includes any part of the foregoing;

**"Charged Properties"** means all freehold and leasehold property of the Relevant Company for the time being charged under the Debenture;

**"Charging Companies"** means the companies named in Part II of this Paper Apart under the heading "Charging Companies";

**"Companies"** means the companies named in Part II of this Paper Apart under the heading "Companies (whose liabilities are guaranteed under the Debenture)";

**"Co-ordinator"** shall have the meaning ascribed to that expression in the Facilities Agreement;

**"Encumbrances"** shall have the meaning set forth in the Facilities Agreement;

**"Facilities"** shall have the meaning set forth in the Facilities Agreement;

**"Facilities Agreement"** means the Facilities Agreement dated 12 December 1996 between (1) the Parent and the Charging Companies, (2) the Banks, (3) Barclays Bank PLC as Security Trustee and (4) Barclays Bank PLC as Co-ordinator setting out the basis upon which the Banks are prepared to continue and/or make available the Facilities as amended, supplemented or replaced from time to time and any other facilities agreement entered into between a Bank and any of the Charging Companies after the date hereof;

**"Guarantor"** means any Charging Company insofar only as it covenants under the Debenture to pay or discharge money or liabilities due, owing or incurred by any Company to the Banks;

**"Intellectual Property Rights"** means, in relation to a Charging Company, all patents, trade marks, service marks (and all goodwill associated with them), all brands and trade

names, all copyrights and rights in the nature of copyright, design rights and registered designs, all documented trade secrets and know-how and all other intellectual property rights as at 7 January 1997 or in the future owned by the Relevant Company, all applications for the protection of any such rights in any part of the world and the benefit of all agreements and licences as at 7 January 1997 or in the future entered into or enjoyed by the Relevant Company relating to the use or exploitation of any such rights;

**"Parent"** means Wickes plc (Registered Number 2070200);

**"Permitted Encumbrances"** shall have the meaning ascribed to that expression in the Facilities Agreement;

**"Property Secured by the Fixed Charges"** means the property detailed in Part IV of this Paper Apart under the heading "Property Secured by the Fixed Charges";

**"Property Secured by the Floating Charge"** means the property detailed in Part IV of this Paper Apart under the heading "Property Secured by the Floating Charge";

**"the Relevant Company"** means MD (1995) Group Limited (Company Number SC91771);

**"Secured Sums"** means all money and liabilities covenanted and/or guaranteed to be paid or discharged by the Charging Companies and the Guarantors to the Banks, the Security Trustee or the Co-ordinator under the Facilities Agreement and the Debenture and includes any part of such money and liabilities;

**"securities"** includes all debentures, debenture stock, loan stock, loan notes, bills, warrants, coupons, deposit receipts or certificates, interests in or rights under or in connection with any fund or investment;

**"Security Trustee"** means the institution for the time being acting as agent and trustee for the Banks in relation to the Debenture, the first such institution being Barclays Bank PLC; and

**"Subsidiary"** shall bear the meaning set forth in Section 736 of the Companies Act 1985 save that it shall include any subsidiary undertaking as defined in Section 258 of the Companies Act 1985.

## PART II

## CHARGING COMPANIES

Wickes plc	2070200
Wickes Building Supplies Limited	1840419
Wickes Developments Limited	1795477
Wickes Properties Limited	1406897
Wickes Holdings Limited	1738919
Wickes Overseas Holdings Limited	1954281
Wickes Retail Sourcing Limited	1432633
Wickes Europe Limited	1954254
Wickes Nominee Limited	1874380
Hunter Limited	1169267
Hunter Estates Limited	266012
HTG (1996) Ltd	2255384
MD (1995) Limited	126379
MD (1995) Group Limited	SC91771
May & Hassell Limited	64173
Berners Street Properties Limited	2072993
G.R. Wiltshire & Co., Limited	428924
Colthurst and Co. Limited	315822
J.S. Towell, Limited	242776
HT (1995) Limited	143633
Malden Timber Limited	453920
Linkshake Limited	2072985
May & Hassell (Scotland) Limited	SCO30568

## COMPANIES (WHOSE LIABILITIES ARE GUARANTEED UNDER THE DEBENTURE)

Wickes plc	2070200
Wickes Building Supplies Limited	1840419
Wickes Developments Limited	1795477
Wickes Properties Limited	1406897
Wickes Holdings Limited	1738919
Wickes Overseas Holdings Limited	1954281
Wickes Retail Sourcing Limited	1432633
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Malden Timber Limited	453920
Linkshake Limited	2072985
May & Hassell (Scotland) Limited	SCO30568
Wickes B.V.	
Wickes N.V.	

**PART III****BANKS AND FINANCIAL INSTITUTIONS**

**BARCLAYS BANK PLC**  
UK Risk Management  
Chatsworth House  
66/70 St Mary Axe  
London EC3A 8BD

**NATIONAL WESTMINSTER BANK PLC**  
Corporate Banking Services  
11th Floor, Phase 1  
King's Cross House  
200 Pentonville Road  
London N1 9HL

**THE BANK OF NOVA SCOTIA**  
Scotia House  
33 Finsbury Square  
London EC2A 1BB

**THE BANK OF TOKYO-MITSUBISHI, LIMITED**  
12-15 Finsbury Circus  
London EC2M 7BT

**CREDIT NATIONAL**  
45 Rue Saint Dominique  
Paris 75700  
France

**THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND**  
Head Office - Syndications  
UK Banking East, P O Box No. 12  
Uberior House, 61 Grassmarket, Edinburgh  
EH1 2JF

**THE INDUSTRIAL BANK OF JAPAN, LIMITED**  
London Branch  
Bracken House  
One Friday Street  
London EC4M 9JA

**KREDIETBANK N.V. (London Branch)**  
Exchange House  
Primrose Street  
London EC2A 2HQ

**LLOYDS BANK Plc**  
St George's House  
6-8 Eastcheap  
London EC3M 1LL

**N M ROTHSCHILD & SONS LIMITED**  
**New Court**  
**St Swithin's Lane**  
**London EC4P 4DU**

**STANDARD CHARTERED BANK**  
**37 Gracechurch Street**  
**London EC3V 0BX**

## PART IV

### PARTICULARS OF THE PROPERTY CHARGED UNDER THE DEBENTURE

#### PROPERTY SECURED BY THE FIXED CHARGES

- (a) All the freehold and leasehold property of the Relevant Company the title to which is registered at H M Land Registry, together with all buildings, fixtures (including trade and tenant's fixtures belonging to the Relevant Company but excluding landlords' fixtures and fittings where the Relevant Company is a tenant and excluding trade and tenant's fixtures and fittings belonging to the tenant of the Relevant Company where the Relevant Company is a Landlord) and fixed plant and machinery belonging to the Relevant Company at any time thereon;
- (b) all other freehold and leasehold property of the Relevant Company vested in it on 7th January 1997 whether or not registered at H M Land Registry, together with all buildings, fixtures (including trade and tenant's fixtures belonging to the Relevant Company but excluding landlords' fixtures and fittings where the Relevant Company is a tenant and excluding trade and tenant's fixtures and fittings belonging to the tenant of the Relevant Company where the Relevant Company is a Landlord) and fixed plant and machinery belonging to the Relevant Company at any time thereon;
- (c) all future freehold and leasehold property of the Relevant Company, together with all buildings, fixtures (including trade and tenant's fixtures and fittings belonging to the Relevant Company but excluding landlord's fixtures and fittings where the Relevant Company is a tenant and excluding trade and tenant's fixtures and fittings belonging to the tenant of the Relevant Company where the Relevant Company is a Landlord) and fixed plant and machinery belonging to the Relevant Company at any time thereon;
- (d) all interests and shares belonging to the Relevant Company on 7th January 1997 or thereafter in or over land or the proceeds of sale of land and all licences held by the Relevant Company on 7th January 1997 or thereafter to enter upon or use land and the benefit of all options, easements, agreements for lease or other agreements or rights relating to land to which the Relevant Company was on 7th January 1997 or may thereafter become a party or otherwise entitled and all trade and tenant's fixtures, plant and machinery owned by the Relevant Company on 7th January 1997 or thereafter annexed to all freehold and leasehold property its interest in which stands charged under the Debenture;
- (e) all book debts (both present and future) due or owing to the Relevant Company and the full benefit of all rights and remedies relating thereto, including (without prejudice to the generality of the foregoing) negotiable instruments, guarantees, debentures, legal and equitable charges and other security, reservation of proprietary rights, rights of tracing and unpaid vendors' liens and similar and associated rights and remedies;
- (f) all other monetary debts and claims both present and future (including things in action which give rise or may give rise to a debt or debts) on 7th January 1997 or thereafter due or owing to the Relevant Company and the full benefit of all rights and remedies relating thereto, including (without prejudice to the generality of the foregoing) such rights and remedies as are described in paragraph (e) above;
- (g) any cash balances at any time standing to the credit of the Relevant Company with



any of the Banks including the proceeds of book debts and other debts and claims referred to in paragraphs (e) and (f) above:-

- (i) all stocks, shares, securities, debentures, loan stocks and other investments (whether or not marketable) on 7th January 1997 or thereafter owned (whether at law or in equity) by the Relevant Company, including (without prejudice to the generality of the foregoing) all interests in investment funds and all loan capital, indebtedness or liabilities on any account or in any manner owing to the Relevant Company in (and from) any company, including without limitation in (and from) any Subsidiary of the Parent or of any Relevant Company;
- (ii) the full benefit of all stocks, shares and securities owned on 7th January 1997 or thereafter (whether at law or in equity) by the Relevant Company which or the certificates of which were at 7th January 1997 or may at any time thereafter be lodged with the Security Trustee or any of the Banks or held by the Security Trustee or any of the Banks or its agents or transferred to or registered in the name of the Security Trustee or any of the Banks or its agents or their respective nominees;
- (iii) all rights belonging to the Relevant Company in respect of or incidental to the property described in paragraphs (i) and (ii) above (the property referred to in (i) to (iii) inclusive being hereinafter called "the Charged Securities"); and
- (iv) all stocks, shares, rights, money, benefits or property accruing or offered at any time by way of conversion, redemption, bonus, rights, preference, option, capital reorganisation or otherwise to or in respect of any of the Charged Securities of the Relevant Company, including all dividends, interest and other income payable in connection therewith;
- (h) all the goodwill and uncalled capital of the Relevant Company both on 7th January 1997 and in future (except capital subject to a share option scheme in favour of employees previously approved by the Inland Revenue and the shareholders of the Relevant Company);
- (i) all Intellectual Property Rights of the Relevant Company, excluding (but only to the extent that and for so long as it is not capable of being validly charged by way of fixed charge) the benefit of any present or future agreement licence or comprised in or relating to such rights; and
- (j) all contracts and policies of insurance and assurance held by or otherwise benefiting the Relevant Company on 7th January 1997 or thereafter save for public liability, employers liability and similar policies maintained to benefit third parties and all rights and interests of the Relevant Company in every such contract or in any policy on 7th January 1997 or thereafter arising (including all claims arising and all money payable under such contracts and policies).

**PROPERTY SECURED BY THE FLOATING CHARGE**

All the undertaking and all property, assets, rights and revenues of the Relevant Company whatsoever and wheresoever, both present and future, including (without prejudice to the generality of the foregoing):-

- (i) all heritable and moveable property and all other property, rights, interests and assets in Scotland or governed by the law of Scotland;
- (ii) any property, assets, rights comprised within a fixed charge which is reconverted into a floating charge; and
- (iii) the property described in paragraphs (a) to (k) inclusive above if and insofar as any part of such property shall for any reason be ineffective charged by a fixed charge pursuant to the Debenture.

**PART V****RESTRICTION ON POWER TO GRANT FURTHER SECURITIES AND RANKING PROVISIONS CONTAINED IN THE DEBENTURE**

The Relevant Company shall not without the prior consent in writing of the Security Trustee create, or agree or attempt to create, or permit to subsist, any Encumbrance over any Charged Asset, save (i) anything contemplated in the Debenture and (ii) Permitted Encumbrances.

Any mortgage, fixed charge or other fixed security created after 7th January 1997 by the Relevant Company in favour of the Security Trustee shall (save as the Security Trustee shall otherwise declare at or after the time of its creation) have priority over the floating charge by the Relevant Company created by the Debenture.

Any debentures, mortgages or charges (fixed or floating) created after 7th January 1997 by the Relevant Company (except those in favour of the Security Trustee or Permitted Encumbrances) shall be expressed to be subject to the Debenture and shall rank in order of priority behind the charges created by the Debenture.



**CERTIFICATE OF THE REGISTRATION  
OF A CHARGE**

Company number 91771

I hereby certify that a charge created by

MD (1995) GROUP LIMITED

on 7 JANUARY 1997

for securing ALL SUMS DUE, OR TO BECOME DUE

in favour of BARCLAYS BANK PLC AS SECURITY TRUSTEE

was delivered pursuant to section 410 of the Companies Act, 1985,  
on 24 JANUARY 1997

Signed at Edinburgh  
27 JANUARY 1997

R. Graham  
For Registrar of Companies



C O M P A N I E S H O U S E

N.B. Searchers may find it desirable to refer to the documents mentioned in column (2) for more detailed particulars

# REGISTER of Charges, Alterations to Charges,

COMPANY: SC091771 CHARGE: 4

(1) Date of Registration	(2) Serial Number of Document on File	(3) Date of Creation of each Charge and Description thereof	(4) Date of the aquisition of the Property	(5) Amount secured by the Charge  £	(6) Short Particulars of the Property Charged	(7) Names of the Persons entitled to the Charge
24/01/1997	GUARANTEE & DEBENTURE	7/ 1/97 FLOATING CHARGE CONTAINS FIXED AND	FLOATING	ALL SUMS DUE, OR TO BECOME DUE CHARGES	UNDERTAKING AND ALL PROPERTY AND ASSETS PRESENT AND FUTURE OF THE COMPANY INCLUDING UNCALLED CAPITAL	BARCLAYS BANK PLC AS SECURITY TRUSTEE

# Memoranda of Satisfaction and Appointments etc. of Receivers

N.B. Searchers may find it desirable to refer to the documents mentioned in column (2) for more detailed particulars

COMPANY: SC091771 CHARGE: 4

(8) In the case of a floating charge, a statement of the provisions, if any, prohibiting or restricting the creation by the company of any fixed security or any other floating charge having priority over, or ranking <i>pari passu</i> with the floating charge.	(9) In the case of a floating charge, a statement of the provisions if any regulating the order in which the floating charge shall rank with any other subsisting or future floating charges or fixed securities over the property the subject of the floating charge or any part of it.	(10) Amount or rate per cent of the Commission Allowance or discount	(11) Memoranda of Satisfaction	(12) Receiver		
				Name	Date of Appointment	Date of Ceasing to act
COMPANY ARE EXPRESSLY PROHIBITED FROM CREATING SUBSEQUENT FIXED SECURITY HAVING PRIORITY OVER OR RANKING EQUALLY WITH THE FLOATING CHARGE						