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In accordance with  
Section 860 of the  
Companies Act 2006

**MG01**

## Particulars of a mortgage or charge


**iris**  
LASERFORM

**A fee is payable with this form.**

We will not accept this form unless you send the correct fee  
Please see 'How to pay' on the last page

**What this form is for**

You may use this form to register  
particulars of a mortgage or charge  
in England and Wales or Northern  
Ireland

**What this form is NOT for**

You cannot use this form to register  
particulars of a charge for a Scottish  
company. To do this, please use  
form MG01s

SATURDAY



\*AD68CREI\*

A30

05/02/2011

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COMPANIES HOUSE

For official use

**1****Company details**

Company number

0 0 2 2 4 4 2 2

Company name in full

T J HUGHES LIMITED (the "Chargor")

4

**Filing in this form**

Please complete in typescript or in  
bold black capitals

All fields are mandatory unless  
specified or indicated by \*

**2****Date of creation of charge**

Date of creation

d2 d8 m0 m1 y2 y0 y1 y1

**3****Description**

Please give a description of the instrument (if any) creating or evidencing the  
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description

A charge over shares dated 28 January 2011 (the "Share Charge")

**4****Amount secured**

Please give us details of the amount secured by the mortgage or charge

Amount secured

Please see the continuation pages to this form

**Continuation page**

Please use a continuation page if  
you need to enter more details

4 + 1/2

# MG01

## Particulars of a mortgage or charge

### 5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

**Continuation page**  
Please use a continuation page if you need to enter more details

Name Bank of Scotland Plc (the "Lender")

Address The Mound

Edinburgh, Scotland

Postcode E H 1 1 Y Z

Name

Address

Postcode

### 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

**Continuation page**  
Please use a continuation page if you need to enter more details

Short particulars

Please see the continuation pages to this form

# MG01

## Particulars of a mortgage or charge

### 7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission allowance or discount Nil

### 8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866)

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK)

### 9 Signature

Please sign the form here

Signature


Signature


X *Gwendolyn W* X


This form must be signed by a person with an interest in the registration of the charge

# MG01


## Particulars of a mortgage or charge


 <b>Presenter information</b>	
You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.	
Contact name	Anousheh Haghdadi
Company name	Eversheds LLP
Address	One Wood Street
Post town	London
County/Region	
Postcode	E C 2 V 7 W S
Country	United Kingdom
DX	DX 154280 Cheapside 8
Telephone	0845 497 4803

 <b>Certificate</b>
We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.

 <b>Checklist</b>
We may return forms completed incorrectly or with information missing

<b>Please make sure you have remembered the following:</b>
<input checked="" type="checkbox"/> The company name and number match the information held on the public Register
<input checked="" type="checkbox"/> You have included the original deed with this form
<input checked="" type="checkbox"/> You have entered the date the charge was created
<input checked="" type="checkbox"/> You have supplied the description of the instrument
<input checked="" type="checkbox"/> You have given details of the amount secured by the mortgagee or chargee
<input checked="" type="checkbox"/> You have given details of the mortgagee(s) or person(s) entitled to the charge
<input checked="" type="checkbox"/> You have entered the short particulars of all the property mortgaged or charged
<input type="checkbox"/> You have signed the form
<input checked="" type="checkbox"/> You have enclosed the correct fee

 <b>Important information</b>
Please note that all information on this form will appear on the public record.

 <b>How to pay</b>
A fee of £13 is payable to Companies House in respect of each mortgage or charge.
Make cheques or postal orders payable to 'Companies House'

 <b>Where to send</b>
You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:
<b>For companies registered in England and Wales:</b> The Registrar of Companies, Companies House, Crown Way, Cardiff, Wales, CF14 3UZ DX 33050 Cardiff
<b>For companies registered in Scotland:</b> The Registrar of Companies, Companies House, Fourth floor, Edinburgh Quay 2, 139 Fountainbridge, Edinburgh, Scotland, EH3 9FF DX ED235 Edinburgh 1 or LP - 4 Edinburgh 2 (Legal Post)
<b>For companies registered in Northern Ireland.</b> The Registrar of Companies, Companies House, Second Floor, The Linenhall, 32-38 Linenhall Street, Belfast, Northern Ireland, BT2 8BG DX 481 N R Belfast 1

 <b>Further information</b>
For further information, please see the guidance notes on the website at <a href="http://www.companieshouse.gov.uk">www.companieshouse.gov.uk</a> or email <a href="mailto:enquiries@companieshouse.gov.uk">enquiries@companieshouse.gov.uk</a>

This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

## MG01 - continuation page

### Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>The amount secured by the Share Charge is all or any money and liabilities which shall from time to time (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to the Lender by the Chargor, whether actually or contingently, solely or jointly and whether as principal or surety (or guarantor or cautioner), including any money and liabilities of the Chargor to a third party which have been assigned or novated to or otherwise vested in the Lender and including interest, discount, commission and other lawful charges or expenses which the Lender may in the course of its business charge or incur in respect of any of those matters or for keeping the Chargor's account, and so that interest shall be computed and compounded according to the Lender's usual rates and practice (or as otherwise agreed in writing) after as well as before any demand made or decree obtained under or in relation to the Share Charge (the "Secured Liabilities").</p>	

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
Short particulars	Please give the short particulars of the property mortgaged or charged	
	1	<b>Charge</b>
	1 1	The Chargor, with full title guarantee (subject to any security created in favour of the Lender pursuant to any Finance Document) and as a continuing security for the payment and discharge of the Secured Liabilities, has charged in favour of the Lender by way of first fixed charge -
	1.1.1	its entire right, title and interest in and to the Shares;
	1 1.2	all rights, money or property of a capital nature at any time accruing on, or payable or receivable in respect of, any of the Shares whether by way of bonus, consolidation, conversion, exchange, option, preference, return of capital or otherwise, and
	1.1 3	all rights, money or property of an income nature, whether by way of dividend, distribution, interest or otherwise
		(together the "Charged Assets")
	1.2	The Chargor has agreed it will not without the prior written consent of the Lender:-
	1.2.1	create or attempt to create or permit to subsist any right in security, mortgage, charge, lien, encumbrance right of set-off (except in favour of the Lender) or any trust agreement, declaration of trust, or trust arising by operation of law in respect of all or any of the Charged Assets, or
	1.2 2	sell, transfer, assign or otherwise dispose of all or any of the Charged Assets, or
	1 2.3	in any way dispose of the equity of redemption of any of the Charged Assets or any interest in any such Charged Assets
	2	<b>Protection of Security</b>
	2.1	The Chargor has agreed that the Share Charge is and shall be in addition and without prejudice to any other security or rights which the Lender holds or may hold in respect of all or any of the Secured Liabilities
	2 2	The Share Charge is to be a continuing security for the Secured Liabilities notwithstanding any intermediate payment or settlement

# MG01 - continuation page

## Particulars of a mortgage or charge

### 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

of all or any part of the Secured Liabilities or any other matter or thing whatsoever

#### 3. Further Assurance

The Chargor has agreed that it will (at its own cost) on demand in writing by the Lender or any Receiver execute and deliver (in such form as the Lender or any Receiver may reasonably require) such deeds, documents, agreements and instruments and will otherwise do and concur in all such other acts and things as the Lender or any Receiver may deem necessary for perfecting, preserving or protecting the security created (or intended to be created) by the Share Charge or for facilitating the realisation of the Charged Assets charged by the Share Charge or the exercise of any rights of the Lender or any Receiver under the Share Charge

#### DEFINITIONS

"Company" means T J Hughes (Properties) Company Limited, a company registered in England and Wales with company number 04984416.

"Facility Agreement" means an agreement made between (1) TJ Hughes (Holdings) Company Limited, (11) TJ Hughes (Investments) Limited, (111) the Chargor (as Borrowers) and the Lender originally dated 14 November 2003 as amended and restated on 11 July 2005, as further amended on 1 June 2007, as amended and restated on 27 March 2008, as further amended on 12 March 2010 and as further amended by a letter dated 28 January 2011

"Finance Document" has the meaning given in the Facility Agreement and includes the Share Charge

"Original Shares" means the shares described in the Schedule to the Share Charge, which is 1 Ordinary Share of £1 00 in the Company

"Receiver" means an administrative receiver, receiver and manager or receiver in each case appointed under the Share Charge

"Shares" means the Original Shares together with all other shares in the capital of the Company held from time to time by the Chargor



## **CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE**

**Pursuant to section 869(5) & (6) of the Companies Act 2006**

**COMPANY NO. 224422  
CHARGE NO. 4**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A CHARGE OVER SHARES DATED 28  
JANUARY 2011 AND CREATED BY T J HUGHES LIMITED FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE  
COMPANY TO BANK OF SCOTLAND PLC ON ANY ACCOUNT  
WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED  
INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS  
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE  
COMPANIES ACT 2006 ON THE 5 FEBRUARY 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 8 FEBRUARY  
2011

*DX*



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES