

MG01

Particulars of a mortgage or charge



261534/13

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

SATURDAY



A23 *A108ES6V* 40
05/03/2011
COMPANIES HOUSE

1 Company details 6 For official use

Company number: 0 0 2 2 4 4 2 2

Company name in full: T J HUGHES LIMITED (the "Chargor")

→ **Filling 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: d0 d3 m0 m3 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 deed of charge over deposit dated 3 March 2011 (the "Deed")

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
10

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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 ("BoS")

Address The Mound

Edinburgh

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

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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 *Evelyn UP* X

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

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Presenter information

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

DX DX 154280 Cheapside 8

Telephone 0845 497 4803



Certificate

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.



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following:

- The company name and number match the information held on the public Register
- You have included the original deed with this form
- You have entered the date the charge was created
- You have supplied the description of the instrument
- You have given details of the amount secured by the mortgagee or chargee
- You have given details of the mortgagee(s) or person(s) entitled to the charge
- You have entered the short particulars of all the property mortgaged or charged
- You have signed the form
- You have enclosed the correct fee



Important information

Please note that all information on this form will appear on the public record.



How to pay

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'



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

For companies registered in England and Wales:

The Registrar of Companies, Companies House, Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland:

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)

For companies registered in Northern Ireland:

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



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

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Amount secured

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

Amount secured

The amount secured by the Deed 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 BoS 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 BoS and including interest, discount, commission and other lawful charges or expenses which BoS 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 BoS's usual rates and practice (or otherwise agreed in writing) as well after as before any demand made or judgment obtained under or in relation to the Deed (the "**Secured Liabilities**")

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

1. Charge

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 or discharge of the Secured Liabilities, has charged to BoS by way of first fixed charge -

1 1.1 its entire right, title and interest (both present and future) in and to the Deposit,

1 1.2 all rights and benefits accruing to or arising in connection with the Deposit,

(together the "**Charged Assets**")

1.2 The Chargor has agreed that it will not without the prior written consent of BoS -

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 BoS) 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 Asset.

2. Restrictions

2 1. The Chargor has agreed that it will not be entitled to withdraw or transfer all or any part of the Deposit until all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full to the satisfaction of BoS.

2 2. Interest shall accrue on the amount standing to the credit of the Account at such rates and shall be payable on such dates and in such manner as BoS may from time to time determine

2.3 BoS agrees that it will from time to time and upon the request of the Chargor permit any sums which make up part of the Deposit to be transferred to the Free Account if and to the extent that BoS is satisfied (acting in its sole discretion) that those sums are no longer required as security for the liabilities and obligations hereby covenanted to be paid or discharged by the Deed

2 4. Nothing in clause 3 3 of the Deed (as described at paragraph 2 3 above) shall, or shall be deemed to, prejudice the continuance and enforceability of this charge over the Deposit insofar as it applies to any amounts not permitted to be withdrawn under this provision or oblige BoS to release or

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Short particulars

transfer any sums forming part of the Deposit

3. Protection of Security

3 1 The Chargor has agreed that the Deed is and shall be in addition and without prejudice to any other security or rights which BoS holds or may hold in respect of all or any of the Secured Liabilities

3 2 The Deed will be a continuing security for the Secured Liabilities notwithstanding any intermediate payment or settlement of all or any part of the Secured Liabilities or any other matter or thing whatsoever.

4 Further Assurance

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

DEFINITIONS

"Account" means the account of the Chargor with BoS numbered 06027732 and with sort code 12-17-40 as such account may be redesignated and/or renumbered from time to time.

"Deposit" means all money in any currency now or hereafter standing to the credit of the Account (including, without limitation, any interest credited to it) including all or any part of the money pursuant thereto and debt represented by it or any claim for repayment of the money.

"Facility Agreement" means an agreement made between (i) TJ Hughes (Holdings) Company Limited, (ii) TJ Hughes (Investments) Limited; (iii) the Chargor (as Borrowers) and BoS 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, 28 January 2011, 18 February 2011 and 28 February 2011 (as further amended, restated or replaced from time to time)

"Finance Documents" has the meaning given in the Facility Agreement and includes this Deed

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Short particulars

"Free Account" means an account of the Chargor with BoS which account shall in the absence of any other written arrangement to the contrary be operated solely by the Chargor or at its discretion

"Lender" shall have the same meaning as in the Facility Agreement



**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. 6

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF CHARGE OVER DEPOSIT
DATED 3 MARCH 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 MARCH 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 8 MARCH 2011

OX



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES