

MG01

Particulars of a mortgage or charge

642686/52


Companies House
for the record

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

Please return
via
CH London Counter

☒ **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
company. To do this, please use
form MG01s

MONDAY



LD2 *L958RSF5* 31
COMPANIES HOUSE

1	Company details	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> For official use
Company number	0 4 9 8 4 4 1 6	Filing in this form Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *
Company name in full	T J Hughes (Properties) Limited (the Chargor)	
2	Date of creation of charge	
Date of creation	d 0 7 m 0 3 y 2 0 1 1	
3	Description	
Description	Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'	
	Debenture (the Debenture)	
4	Amount secured	
Amount secured	Please give us details of the amount secured by the mortgage or charge	
	All present and future obligations and liabilities, whether actual or contingent and whether owned jointly or severally or in any other capacity whatsoever, of each Obligor to the Lender (the Secured Liabilities)	
	For terms not defined see Continuation Sheets	
	Continuation page Please use a continuation page if you need to enter more details	

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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

Name	Burdale Financial Limited (the Lender)
Address	5 th Floor, Bow Bells House, 1 Bread Street, London
Postcode	E C 4 M 9 B E
Name	
Address	
Postcode	

Continuation page

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

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

See the MG01 Continuation Sheets attached

Continuation page

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

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Particulars of a mortgage or charge

<div data-bbox="98 324 151 369">7</div> <div data-bbox="98 694 335 761">Commission allowance or discount</div>	<div data-bbox="335 324 1141 369"> Particulars as to commission, allowance or discount (if any) </div> <div data-bbox="335 369 1141 694"> <p>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</p> <ul style="list-style-type: none"> - subscribing or agreeing to subscribe, whether absolutely or conditionally, or - procuring or agreeing to procure subscriptions, whether absolute or conditional, <p>for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered</p> </div> <div data-bbox="335 694 1141 1187"> <p>NIL</p> </div>	
<div data-bbox="98 1187 151 1232">8</div>	<div data-bbox="335 1187 1141 1232"> Delivery of instrument </div> <div data-bbox="335 1232 1141 1702"> <p>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)</p> <p>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)</p> </div>	
<div data-bbox="98 1702 151 1747">9</div> <div data-bbox="98 1814 335 1859">Signature</div>	<div data-bbox="335 1702 1141 1747"> Signature </div> <div data-bbox="335 1747 1141 1948"> <p>Please sign the form here</p> <p>Signature</p> <p>X SNR DENTON UK LLP X</p> </div> <div data-bbox="335 1948 1141 2038"> <p>This form must be signed by a person with an interest in the registration of the charge</p> </div>	

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Particulars of a mortgage or charge



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 Michael Black (MXB/HSJR / 49540 00067 / 9014336 04)

Company name SNR Denton UK LLP

Address One Fleet Place

Post town London

County/Region Greater London

Postcode E C 4 M 7 W S

Country England

DX DX 242

Telephone +44 (0)20 7246 7487



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,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS
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

1 Fixed Security

The Chargor, with full title guarantee as security for the payment and performance of the Secured Liabilities over all present and future assets of the kind described

- (a) charged in favour of the Lender by way of a first legal mortgage all the property (if any) specified in Schedule 1 and all other interests in any freehold or leasehold property now or in the future belonging to it, and
- (b) charged in favour of the Lender by way of a first fixed charge
 - (i) (to the extent that they are not within paragraph 1(a)) all interests in any freehold or leasehold property now or in the future belonging to it,
 - (ii) all Equipment (other than any Specified Equipment effectively mortgaged to the Lender by way of a first legal mortgage pursuant to paragraph 1(e)) now or in the future belonging to it and its interest in any such Equipment in its possession now or in the future,
 - (iii) all of its benefits, claims and returns of premiums in respect of the Insurances,
 - (iv) all of its right, title and interest (if any) in and to the Blocked Accounts and all monies standing to the credit of any the Blocked Accounts and the debts represented by them,
 - (v) its goodwill and its uncalled capital both present and future,
 - (vi) its Book Debts, both uncollected and collected, the proceeds of the same and all monies otherwise due and owing to such Chargor but excluding the Charged Accounts and any amounts standing to the credit of any Charged Account,
 - (vii) the benefit of all rights, securities and guarantees of whatsoever nature enjoyed or held by it in relation to anything in sub-paragraph 1(b)(vi),
 - (viii) its rights under any hedging arrangements,
 - (ix) any of its beneficial interest, claim or entitlement in any pension fund,
 - (x) the benefit of all permissions of whatsoever nature and whether statutory or otherwise, held in connection with its business or the use of any Security Asset and the right to recover and receive all compensation which may be payable to it,
 - (xi) its Intellectual Property including any revenues or other income arising thereunder and any claims for damages arising with respect thereto (whether by reason of infringement or otherwise howsoever),
- (c) mortgaged or (if to the extent that the Debenture does not take effect as a mortgage) charged by way of fixed charge to the Lender all Group Shares held now or in the future by it and/or any nominee on its behalf, the same to be a security by way of a first mortgage, and
- (d) mortgaged or (if to the extent that the Debenture does not take effect as a mortgage) charged by way of fixed charge to the Lender all the Related Rights accruing to all or any of the Group Shares held now or in the future by it and/or any nominee on its behalf, the same to be a security by way of a first mortgage or charge

PROVIDED THAT:

- (i) whilst no Event of Default is continuing, all dividends and other distributions paid or payable as referred to in paragraph (d) above may be paid directly to the relevant Chargor (in which case the Lender or its nominee shall execute any necessary dividend mandate) and, if paid directly to the Lender shall be paid promptly by it to the relevant Chargor, and
 - (ii) subject to Clause 5.4.3 of the Debenture whilst no Event of Default is continuing, all voting rights attaching to the relevant Group Shares may be exercised by the relevant Chargor or, where the shares have been registered in the name of the Lender or its nominee, as the relevant Chargor may direct in writing, and the Lender and any nominee of the Lender in whose name such Group Shares are registered shall execute any form of proxy or other document reasonably required in order for the relevant Chargor to do so
- (e) mortgaged or (if to the extent that the Debenture does not take effect as a mortgage) charged by way of fixed charge to the Lender the same to be a security by way of a first mortgage all of its right, title and interest in and to
- (i) the Specified Equipment,
 - (ii) all spare parts and replacements for and all modifications and additions to the Specified Equipment

2 Floating Charge

The Chargor as security for the payment and performance of the Secured Liabilities charged in favour of the Lender by way of a floating charge all its assets not otherwise effectively mortgaged or charged by way of fixed mortgage or charge by paragraph 1

3 Restrictions on dealings:

3.1 The Chargor shall not

- (a) create or permit to subsist any Security Interest of whatsoever nature on any Security Asset other than a Permitted Security Interest or as created by the Debenture, or
- (b) sell, transfer, grant, lease or otherwise dispose of any Security Asset, except for the disposal in the ordinary course of trade of any Security Asset subject to the floating charge created by paragraph 2 and except as provided for under the Finance Documents

4 Definitions

In this Form MG01

Blocked Accounts means the bank accounts of the Chargors specified in Part I of Schedule 3 and/or in the Schedule to any Deed of Accession and/or such other bank accounts of the Chargors as the Lender may designate or approve

Book Debts means

- (a) all book and other debts in existence from time to time (including, without limitation, any sums whatsoever owed by banks or similar institutions) both present and future, actual or contingent, due, owing to or which may become due, owing to or purchased or otherwise acquired by any Chargor, and

- (b) the benefit of all rights whatsoever relating to the debts referred to in (a) above including, without limitation, any related agreements, documents, rights and remedies (including, without limitation, negotiable or non-negotiable instruments, guarantees, indemnities, legal and equitable charges, reservation of proprietary rights, rights of tracing, unpaid vendor's liens and all similar connected or related rights and assets)

Charged Accounts means the Blocked Accounts and the Other Accounts

Deed of Accession means a deed of accession substantially in the form set out in Schedule 6 to the Debenture

Equipment means (save to the extent that any such items form part of such Chargor's stock in trade) all present and future plant, equipment, machinery, computers and computer hardware and software (whether owned or licensed), vehicles, tools, furniture and fixtures and all attachments, accessories owned by any Chargor and property (other than Fixtures) now or in future relating to it or used in connection with it and replacements and substitutions for it wherever located which are not subject to any restrictions on charging or do not require the consent of any third party before they can be charged

Event of Default is defined in the Facility Agreement

Facility Agreement means the facility agreement dated on or about the date of the Debenture between the Company and others as Borrowers and/or Guarantors and the Lender

Finance Documents is defined in the Facility Agreement

Fixtures means all fixtures and fittings (including, without limitation, those of trade) and fixed plant and machinery on the Mortgaged Property

Group Shares means all shares specified in Schedule 2 or in the Schedule to any Deed of Accession or, when used in relation to a particular Chargor, such of those shares as are specified against its name in Schedule 2 or in the Schedule to any Deed of Accession, together in each case with all other stocks, shares, debentures, bonds, warrants, coupons or other securities and investments now or in the future owned by any or (when used in relation to a particular Chargor) that Chargor from time to time,

Intellectual Property means all subsisting patents and subsisting rights of a similar nature held in any part of the world, applications for patents and such rights, divisions and continuations of such applications for patents, registered and unregistered trade marks, registered designs, utility models (in each case for their full period and all extensions and renewals of them), applications for any of them and the right to apply for any of them in any part of the world, inventions, confidential information, Know-how, business names, trade names, brand names, copyright and rights in the nature of copyright, design rights and get-up and any similar rights existing in any country, and the benefit (subject to the burden) of any and all agreements, arrangements and licences in connection with any of the foregoing including but not limited to the Specified Intellectual Property

Obligors means

- (a) T J Hughes (Holdings) Company Limited (Co No 04984399)
- (b) T J Hughes (Investments) Company Limited (Co No 04958759)
- (c) T J Hughes (Properties) Company Limited (Co No 04984416)
- (d) T J Hughes Limited (Co No 00224422)

Other Accounts means the bank accounts of the Chargors specified in Part II of Schedule 3 and/or in the Schedule to any Deed of Accession and/or such other bank accounts of the Chargors as the Lender may designate or approve

Related Rights means, in relation to the Group Shares, all dividends and other distributions paid or payable after today's date on all or any of the Group Shares and all stocks, shares, securities (and the dividends or interest on them), rights, money or property accruing or offered at any time by way of redemption, bonus, preference, option rights or otherwise to or in respect of any of the Group Shares or in substitution or exchange for any of the Group Shares

Secured Liabilities means all present and future obligations and liabilities, whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever, of each Obligor to the Lender

Security Assets means all assets of each Chargor the subject of any security created by the Debenture (and includes the Mortgaged Property)

Security Interest is defined in the Facility Agreement

Specified Equipment means the Equipment (if any) specified in Schedule 5 or in the Schedule to any Deed of Accession

Specified Intellectual Property means the registered Intellectual Property (if any) specified in Schedule 4 or in the Schedule to any Deed of Accession

Schedule 1 – Mortgaged Property

STORE	ADDRESS	POSTCODE	LEASE START	LEASE EXPIRY
BIRKENHEAD	33/35 Borough Pavement, Grange Precinct	L41 2XX	01-Nov-02	31 -Oct-22
BOLTON	Unit 2, Trinity St, Bolton	BL3 6DH	6-Mar-06	5-Mar-21
BOOTLE	140-144 Mons Square, Strand	L20 4SY	25-Dec-93	23-Jun-14
BOSCOMBE	616/622 Christchurch Rd	BH1 4BR	27-Jul-99	26-Jul-24
BRADFORD	65 Sunbridge Road	BD1 2AP	12-Sep-05	11-Sep-25
BRISTOL	Abbey Retail Park, Filton	BS13 7TJ	7-Sep-05	20-Dec-22
BURNLEY	4 Curzon Street	BB1 1 1 BB	1 7-Jan-00	1 6-Jan-25
CHESTER	The Forum / Hamilton Place	CH1 2BW	01-Jul-96	30-Jun-21
CORBY	39 Queens Square, Cardigan Place	NN1 7 1 PD	20-Jan-06	1 9-Jan-21
COVENTRY	98-1 00 Lower Precinct	CV1 1 DX	29-Sep-01	28-Sep-26
CRAWLEY	14-26 The Broadway	RH10 1 DT	26-Jul-99	25-Jul-24
DERBY	1 London Road	DE1 2NS	23-Jul-09	22-Jul-19
DONCASTER	49-61 St Sepulchre Gate	DN1 1UB	14-Sep-00	13-Sep-25
DUMFRIES	1 77/183 High Street	DG1 2QT	3-Mar-00	24-Mar-20
DUNDEE	Unit C, Level 3, Wellgate Centre	DD1 2DB	11-May-05	10-Sep-20
EASTBOURNE	1 77-187 Terminus Road	BN21 3NX	30-Jun-69	29-Jun-68
ELLESMERE PORT	2 Mercer Walk, The Port Arcades	L65 0AP	02-Jul-91	01-Jul-16
GLASGOW	1 27/135 Trongate	G1 5HG	31-Jan-01	30-Jan-21
HANLEY	7-9 Upper Market Square,	ST1 1 PY	29-Jun-09	28-Jun-24
HULL	121 Ferensway	HU1 3UW	25-Dec-00	24-Dec-15
IPSWICH	Unit A, Buttermarket Centre, St Stephens Lane	IP1 1 DT	6-Mar-06	6-Mar-26
KETTERING	MSU 1, Newlands Centre, Gold St	NN16 8JA	14-Aug-01	13-Aug-21
KIDDERMINSTER	1 High Street	DY1 0 2DJ	01-Nov-69	31-Oct-68
KINGS LYNN	Unit LSU 3, Broad street, Vancouver Centre	PE30 1 DL	24-Jun-05	23-Jun-30
LICHFIELD	Three Spires Centre/ Birmingham Road	WS13 6XZ	25-Dec-95	24-Dec-20
LIVERPOOL- Arndale House	101 -103 London Road	L69 3BD	25-Dec-88	24-Dec-09
LIVERPOOL-Main Store	115-123 London Road	L69 3BD	05-Dec-03	4-Dec-28
LIVERPOOL-Shoes/Hughes Hse	105-113 London Road	L69 3BD	-	-
MACCLESFIELD	Exchange Street	SK1 1 6VZ	09-Oct-91	1 0-Nov-15
MAIDSTONE	Store C, Chequers Centre, Pads Hill	ME15 6AT	24-Jul-01	23-Jul-26
MIDDLESBROUGH	18/19 Captain Cook Square	TS1 5UB	07-Oct-99	06-Oct-24
NEWCASTLE UPON TYNE	86-92 Grainger Street	NE1 5JQ	26-Aug-02	25-Aug-27
NEWPORT	Unit 1, 28 East Retail Park, Maesglas	NP20 2NN	6-Nov-05	20-Jun-27
NUNEATON	22 Queens Road	CV11 5JW	21-Jun-10	20-Jun-35
OLDHAM	32/33 Town Square Shopping Centre	OL1 1XF	01-Feb-92	24-Dec-15
PERRY BARR	Unit 3, One Stop Shopping Centre, Perry Barr,	B42 1SF	04-Jan-11	3-Jan-12

STORE	ADDRESS	POSTCODE	LEASE START	LEASE EXPIRY
	Birmingham			
PLYMOUTH	80,82 and 84 New George St	PL1 1 RR	25-Mar-90	24-Mar-25
PRESTON	Fishergate Centre	PR1 8HJ	29-Sep-93	28-Sep-13
REDDITCH	Unit LSU1, Development One, The Kingfisher Centre	B97 4HJ	3-Oct-02	3-Oct-22
ROCHDALE	6/7 The Wheatsheaf Centre	OL16 1JZ	06-Jan-97	05-Jan-22
ROMFORD	25/29 Market Place	RM1 3AB	25-Dec-00	24-Dec-20
SALFORD	79/83 Raven Way, Salford Shopping City	M6 5ED	23-Sep-96	31-Oct-13
SCUNTHORPE	10 Cole Street (LSU 1, The Parishes)	DN15 6QZ	4-Oct-02	3-Oct-27
SHEFFIELD	50 High St	S1 1QH	31-Mar-98	30-Mar-23
SHREWSBURY	Riverside Mall/ The Pride Hill Shopping Centre	SY1 1BU	13-Mar-98	12-Mar-23
SOUTHEND ON SEA	29/35 High Street	SS1 1JD	16-Apr-10	15-Apr-25
ST HELENS	Unit 1 The Hardshaw Centre, Church Street	WA10 1 EB	29-Sep-81	28-Sep-16
STRET福德	Units 31 to 36 & U52-U56 Arndale Centre	M32 9 BB	24-Jun-92	23-Jun-12
SUNDERLAND	240 High Street West	SR1 3EN	20-Jan-06	19-Jan-21
SUTTON	Times Square Shopping Centre, High st	SM1 1LF	29-Sep-05	28-Sep-25
WALSALL	81-85 Park Street	WS1 1 NG	17-Jul-09	16-Jul-24
WARRINGTON	27-31 Sankey Street	WA1 1 XG	04-May-97	03-May-17
WATFORD	23-37 The Parade, High Street	WD1 7 1 LQ	25-Apr-04	24-Apr-29
WESTON S MARE	17-21 High St	BS23 1 HA	28-Jul-99	27-Jul-24
WIDNES	Unit 25 Greenoaks Shopping Centre	WA8 6UD	01-May-96	30-Apr-21
WOLVERHAMPTON	27 Bell Street/ The Mander Centre	WV1 3PT	25-Mar-66	22-Mar-29
WREXHAM	Unit B, Henblas Square	LL13 8BA	07-Sep-99	06-Sep-24
BLACKPOOL	13 Bank Hey St	FY1 4RP	04-Jan-10	03-Jan-25
BELFAST	Unit E, Cityside Retail Park, 100-150 York Street	BT15 1WA	04-Jan-10	03-Jan-25
LIVERPOOL- D C 2 (Aintree)	Unit 4 Nelsons Business Park, Long Lane, Liverpool	L9 7BW	26-Aug-09	25-Aug-12
LIVERPOOL- D C	1 Pighue Lane, Liverpool	L7 9WA	05-Dec-03	4-Dec-28

Schedule 2 – Group Shares

Chargor	Company Name	Type of Share	Number of Shares
TJ Hughes (Holdings) Company Limited	TJ Hughes (Investments) Limited	Ordinary A Shares of £0 10	106,000
TJ Hughes (Holdings) Company Limited	TJ Hughes (Investments) Limited	Ordinary B Shares of £0 01	8,500
TJ Hughes (Investments) Limited	TJ Hughes Limited	Ordinary Shares of £0 10	30,351,901
TJ Hughes Limited	TJ Hughes (Properties)	Ordinary Share of £1	1

	Company Limited		
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Schedule 3 – Charged Accounts

Part I – Blocked Accounts

Chargor	Bank	Branch	Sort Code	Account No
TJ Hughes Limited	National Westminster Bank Plc	Liverpool City Office, Castle Street, Liverpool	60-13-19	41400437
TJ Hughes Limited	Ulster Bank Limited	11-16 Donegall Square East, Northern Ireland, BT1 5HD	98-00-60	11764206

Part II – Other Accounts

Chargor	Bank	Branch	Sort Code	Account No.
TJ Hughes Limited	National Westminster Bank Plc	Liverpool City Office, Castle Street, Liverpool	60-13-19	45293236
TJ Hughes Limited	National Westminster Bank Plc	Liverpool City Office, Castle Street, Liverpool	60-13-19	45166706
TJ Hughes Limited	National Westminster Bank Plc	Liverpool City Office, Castle Street, Liverpool		140/00/48020982
TJ Hughes Limited	Bank of Scotland plc	36 Castle Street Liverpool Merseyside L2 0NT	12-17-40	06006341
TJ Hughes Limited	Bank of Scotland plc	36 Castle Street Liverpool Merseyside L2 0NT	12-17-40	06027732
TJ Hughes (Properties) Company Limited	Bank of Scotland plc	36 Castle Street Liverpool Merseyside L2 0NT	12-17-40	06006376
TJ Hughes Limited	Bank of Scotland plc	36 Castle Street Liverpool Merseyside L2 0NT	12-17-40	06006464
	Bank of Scotland plc	36 Castle Street Liverpool Merseyside L2 0NT	12-17-40	06020872

TJ Hughes Limited	Bank of Scotland plc	36 Castle Street Liverpool Merseyside L2 0NT	12-17-40	60022472
	Bank of Scotland plc	36 Castle Street Liverpool Merseyside L2 0NT	12-17-40	60022536
TJ Hughes Limited	Bank of Scotland plc	36 Castle Street Liverpool Merseyside L2 0NT		4600USD01

Schedule 4 – Specified Intellectual Property

Trade Marks

TM Number	Mark Text	Type	Date	Status	Classes
1283089	TJ's Experience	WO	01/10/1986	Registered	43
1287093	TJ's	DW	01/10/1986	Registered	43
1500188	TJ's	SW	09/05/1992	Registered	21
1500189	TJ's	SW	09/05/1992	Registered	24
1500190	TJ's	SW	09/05/1992	Registered	25
1500285	TJ's	DW	09/05/1992	Registered	02
2007467	TJ's	DW	12/01/1995	Registered	42
2302274	tj's	DW	06/06/2002	Registered	35
2304081	City Classics	WO	04/07/2002	Expired	03 07 08 09 11 14 16 18 20 21 24 25 26 27 28 35
2312510	Long Beach	WO	08/10/2002	Registered	25
2316535	Travel Express	WO	22/11/2002	Registered	18
2316702	Club Class	WO	26/11/2002	Registered	18
2358533	TJ Hughes	WO	17/03/2004	Registered	35
2397164	London Road Est 1912	SW	19/07/2005	Registered	25
2397165	Long Beach	SW	19/07/2005	Registered	09 14 18 24
2397166	Urban Vintage	SW	19/07/2005	Registered	25
2397167	After Dark	DW	19/07/2005	Registered	25
2397168	mia Moda	DW	19/07/2005	Registered	18 25

TM Number	Mark Text	Type	Date	Status	Classes
2397169A	H House&home	SW	19/07/2005	Registered	20 24 27
2397169B	H House&home	SW	19/07/2005	Registered	21
2397274	W whisper	SW	20/07/2005	Registered	25
2502348	Eddie & Ella	WO	13/11/2008	Registered	25 35
2507518	Hope & Honour	WO	29/01/2009	Registered	25
2507519	Hutson Harbour	WO	29/01/2009	Registered	25
2523106	Goldmarque	WO	07/08/2009	Registered	24
2409855A	Boston 103	WO	22/12/2005	Registered	25
2409855B	Boston 103	SW	22/12/2005	Registered	25
2409856	Sarah Hamilton	SW	22/12/2005	Registered	25
2413733	Basics	SW	13/02/2006	Registered	25
2413735	V Urban Vintage	DW	13/02/2006	Registered	18 25
2413736	V Urban Vintage Quality Jeans Premium G+	DW	13/02/2006	Registered	18 25
2413738	V Urban Vintage	SW	13/02/2006	Registered	18 25
2517278	Urban Utility + Quality Standard + AU+	DW	27/05/2009	Registered	25
2528901	twentyten	DW	15/10/2009	Registered	25

TM Number	Mark Text	Type	Date	Status	Classes
2531317	Mia	WO	12/11/2009	Advertised	18
2531318	Mia Othello	WO	12/11/2009	Advertised	18

Registered domain names

tjhughes co uk

tj-hughes co uk

tjhughescareers com

tjhughescareers co uk

bigfreedom co uk

Schedule 5 – Equipment

None at the date of the Debenture



4/C

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 4984416
CHARGE NO. 2**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 7 MARCH
2011 AND CREATED BY T J HUGHES (PROPERTIES) COMPANY
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM EACH OBLIGOR TO BURDALE FINANCIAL LIMITED
ON ANY ACCOUNT WHATSOEVER WAS REGISTERED
PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT
2006 ON THE 14 MARCH 2011**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15 MARCH 2011



Companies House
— for the record —



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**