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

* Insert full name
of company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

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

For official use Company number

5

05188117

Name of company

H & T Group PLC

Date of creation of the charge

30 July 2009

Description of the instrument (if any) creating or evidencing the charge (note 2)

Debenture (the "Debenture")

Amount secured by the mortgage or charge

Please see part 1 of the attached schedule.

Names and addresses of the mortgagees or persons entitled to the charge

Barclays Bank PLC (the "Security Agent")
1 Churchill Place, Canary Wharf, London

Postcode E14 5HP

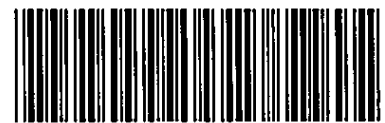
Presenter's name, address and
reference (if any):

Osborne Clarke
Temple Quay
2 Temple Back East
Bristol BS1 6EG
~~DX 7818 Bristol~~
0945370/KAT

Time critical reference

For official use (02/2006)
Mortgage Section

FRIDAY



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A06

07/08/2009

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COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

Please see part 2 of the attached schedule.

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A fee is
payable to
Companies House
in respect of each
register entry for a
mortgage or
charge.
(See Note 5)

† Delete as
appropriate

Particulars as to commission allowance or discount (note 3)

nil

Signed Osborne Clarke

Date 06 August 2009

On behalf of [company] [mortgagee/chargee] †

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. A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. 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 CF4 3UZ.

H & T Group PLC (Company Number 05188117) (the "Company")

Debenture

Schedule to Form 395

1. Part 1 – Amount secured by mortgage or charge

- 1.1 The Company, as principal debtor and not merely as surety, covenanted with the Security Agent for itself and on behalf of the Finance Parties that it will pay or discharge the Secured Liabilities ~~on the due date~~ in the manner provided in the relevant Finance Document.
- 1.2 The obligations of the Company contained in the Debenture shall be in addition to and independent of every other security which the Security Agent and the Finance Parties or any of them may at any time hold in respect of the Company's obligations under the Finance Documents. The obligations of the Company contained in the Debenture shall constitute and be continuing obligations notwithstanding any settlement of account or other matter or thing whatsoever and in particular, but without limitation, shall not be considered satisfied by any intermediate payment or satisfaction of all or any of the obligations of the Company under the Finance Documents and shall continue in full force and effect until final and irrevocable payment in full of all the Secured Liabilities, total satisfaction of all the Company's actual and contingent obligations under the Finance Documents (including, for the avoidance of doubt, satisfaction by the provision of cash cover by any of the Charging Companies in respect of such contingent obligations in a manner reasonably acceptable to the Finance Parties) and termination of all lending commitments under the Finance Documents.
- 1.3 All costs, charges and expenses incurred and all payments made by the Security Agent or any Receiver appointed hereunder in the lawful exercise of the powers conferred by the Debenture whether or not occasioned by any act, neglect or default of the Company which is recoverable under the Debenture shall carry interest from the date of the same being incurred or becoming payable at the rate per annum specified in Clause 9.3 (Default interest) of the Credit Agreement and the amount of all such interest thereon and all remuneration payable hereunder shall be payable by the Company on demand and shall be an additional charge on the mortgaged property. All such costs, charges, expenses and payments shall be paid and charged as between the Security Agent and the Company on the basis of a full indemnity and not on the basis of a party and party or any other kind of taxation. The remuneration of the Receiver shall be such as may be agreed between him and the Security Agent.

2. Part 2 – Short particulars of all the property mortgaged or charged

- 2.1 Under the terms of the Debenture, the Company with full title guarantee charged as security for the payment and discharge to the Security Agent (as trustee aforesaid) of all the Secured Liabilities (subject to clause 4.3 of the Debenture as more particularly set out at paragraph 2.3 below) its right, title and interest in:

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- (a)
- (i) the property described in Schedule 3, Parts 1 and 2 to the Debenture (as more particularly set out at Annex 2) together with all buildings and fixtures including trade fixtures and fixed plant and machinery from time to time thereon and therein;
 - (ii) all other freehold and leasehold property of the Company both present and future, together with all buildings and fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon and therein
- (b) all plant, machinery, vehicles and other equipment now or hereafter owned by the Company together with the benefit of any obligations and warranties given by the manufacturer or supplier of such plant, machinery or other equipment and the benefit of all maintenance agreements entered into between the Company and any other person in respect of such plant, machinery and other equipment;
- (c) the Shares and all other shares and stock in the capital of any companies which as at the date of the Debenture or at any time after is owned by the Company or in which the Company otherwise has an interest together in all cases with all rights, including dividends and other distributions, arising in relation thereto;
- (d) the benefit of all present and future licences (statutory or otherwise) held in connection with its business or the user of any of the mortgaged property and the right to recover and receive all compensation which may at any time become payable to them in respect thereof;
- (e) the Domain Names, the Patents, the Trademarks and all other licences and patents (including applications and the rights to apply therefor), copyrights, rights in trademarks whether registered or not, trade names, rights in service marks whether registered or not, registered designs, know-how and rights in confidential information now or at any time belonging to it including all of the Company's rights title and interest in any software program together with all fixes, corrections, updates and new versions thereof that the Company may acquire after the date of the Debenture;
- (f) the goodwill and the uncalled capital of the Company both present and future;
- (g) the book debts due or owing to the Company both present and future;
- (h) all benefits in respect of all contracts and policies of insurance (including, for the avoidance of any doubt, all cover notes and any keyman life assurance policies) which are from time to time taken out by the Company or (to the extent of such interest) in which it has an interest;
- (i) the stock-in-trade and work-in-progress, prepayments, investments quoted on a recognised stock exchange and cash of the Company both present and future; and

- (j) the undertaking and all other property and assets of the Company both present and future including the Pledged Stock and the Pledged Security.

- 2.2 Subject to clause 4.6 of the Debenture (as more particularly set out at paragraph 2.6 below), until the relevant consent has been obtained there shall be excluded from the charges and assignments created by clauses 4.1 and 6 of the Debenture (as more particularly set out at paragraph 2.1 and 4 of this schedule) any assets or rights held by the Company under any contract or agreement the terms of which either preclude absolutely the Company from creating any charge or security or assigning the benefit of the contract or agreement or require the consent of any third party prior to the creation of such charge or security or assignment and such consent shall not have been previously obtained and provided that the Debenture may secure all amounts which the Company may receive, or has received, under that contract but will not secure the contract itself.
- 2.3 With regard to those contracts, assets and rights which have been excluded from the charging and assignment provisions of Clauses 4.1 and 6 of the Debenture (as more particularly set out at paragraph 2.1 and 4 of this schedule) where the consent of a third party is required to create the security set out in the Debenture the Company will, at the reasonable request of the Security Agent, and at the cost of the Company, make application for the consent of the relevant third party to the creation of the relevant security set out in the Debenture and use reasonable endeavours to obtain such consent as soon as reasonably practicable.
- 2.4 The Company undertakes that it will notify each landlord of the terms of the Debenture in respect of those properties listed at Schedule 3 Part 2 as soon as practicable upon entering into the Debenture (and in any event within 90 days of the date hereof).
- 2.5 Notwithstanding clauses 4.2 and 4.3 of the Debenture (as more particularly set out at paragraph 2.2 and 2.2 above) and subject to clause 4.6 of the Debenture (as more particularly set out at clause 2.6 below), any leasehold property held by the Company which is subject, in the lease, to provisions prohibiting or restricting the lessee's ability to charge and assign such lease, shall nevertheless be subject to the security created by the Debenture it being agreed that no representation is given in any Finance Document about such conflict, save that the Security Agent will only be entitled to request the Company to obtain the relevant landlord's consent to the security set out in the Debenture upon the occurrence of an Event of Default which is continuing.
- 2.6 The Security Agent further confirmed that if the Company is lessee of a leasehold property (other than any leasehold property noted at Schedule 3 Part 2 of the Debenture (as set out at Annex 2 Part 2 below) and any other leasehold property in respect of which notice has been served on and consent obtained from any landlord pursuant to clause 4.5 above) and the lessor (i) intimates that it will serve a Section 146 notice, (ii) serves a Section 146 notice in relation to, or (iii) otherwise begins to take proceedings for forfeiture of a lease on the grounds that its consent had not been obtained to the creation of a charge over that leasehold interest in the Debenture, the Security Agent will promptly release the security constituted by the Debenture over that lease.

3.

- 3.1 The charges on the property and assets contained in clauses 4.1.1 – 4.1.8 inclusive of the Debenture (as more particularly set out at paragraph 2.1(a) to 2.1(j) above) are created as fixed charges and constitute charges by way of legal mortgage on the property described in clause 4.1.1 of the Debenture (as more particularly set out at paragraph 2.1(a)) which are now vested in the Company, but shall not extend to any property and assets of the Company that are situated in Scotland.
- 3.2 The charges on the property and assets contained in clauses 4.1.9 to 4.1.10 of the Debenture (as more particularly set out at paragraph 2.1(i) to 2.1(j) above) (and also on such of the said property and assets of the Company both present and future as are situated in Scotland, as the Security Agent may have agreed in writing to exclude from the fixed charge or are otherwise not effectively charged hereunder by way of fixed charge) are created as floating charges until the provisions of Condition 12 set out in Schedule 1 to the Debenture become operative when the floating charges shall crystallise and become fixed charges. The charges created by the Debenture shall be a continuing security and shall unless otherwise agreed in writing by the Security Agent be first charges.

4.

- 4.1 Under the terms of the Debenture, the Company as security for the payment and discharge of all the Secured Liabilities the Company with full title guarantee assigned and agreed to assign to the Security Agent (as trustee aforesaid) all of its right, title and interest, present and future, in the Sale Rights and the Pawn Loan Agreements.
- 4.2 On the taking of any acceleration or enforcement action under clause 24.18 of the Credit Agreement, the Security Agent may require that notice is served on the counterparties of the Sale Rights and/or the debtors under the Pawn Loan Agreements, and such notice may be served by the Security Agent.
5. Under the terms of the Debenture, the Company as security for the payment and discharge of all the Secured Liabilities with full title guarantee assigned and agreed to assign to the Security Agent (as trustee aforesaid) all of its right, title and interest, present and future, in any agreement or arrangement (including the Hedging Documents and Hedging Arrangements) that the Company may enter into now or in the future with any person for the purpose of or in connection with the fixing, capping or hedging of the rate of interest payable by them in respect of any borrowing or indebtedness and any right or option to enter into any such agreement or arrangement.

In addition, under the terms of the Debenture, the Company has made the following covenants and undertakings with the Security Agent:

6. Save with the prior written consent of the Security Agent, the Company shall not;
- (i) create any Security over all or any part of the mortgaged property except for Security permitted under the Credit Agreement; or

- (ii) (disregarding sales of stock in trade or property charged by way of floating charge hereunder in the ordinary course of business) sell, lease, transfer or otherwise dispose of, by one or more transactions or series of transactions (whether related or not) the whole or any part of the mortgaged property save as permitted pursuant to the Credit Agreement.

7.

7.1 The Company shall from time to time execute and do all such assurances and things as the Security Agent may require which are necessary or desirable to perfect the security constituted by the Debenture including, without prejudice to the foregoing generality, the pledging, endorsement and delivery of any promissory note or other instrument evidencing any book debt, and after the Secured Liabilities shall have become due and payable shall execute and do all such assurances and things as the Security Agent may require for facilitating the realisation of the mortgaged property or any part thereof and for exercising all powers, authorities and discretions hereby or by law conferred on the Security Agent or the Finance Parties or any Receiver appointed by the Security Agent. The Company irrevocably appointed the Security Agent to be the attorney of the Company in the name and on behalf of the Company to (following the occurrence of an Event of Default but only while it is continuing) execute and do assurances and things which the Company ought to execute and do hereunder including without prejudice to the foregoing generality:

- (i) to ask, demand, collect, sue for, recover, compromise, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the mortgaged property;
- (ii) to receive, endorse and collect any drafts or other instruments or documents, in connection with Condition 17 (a) of the Debenture;
- (iii) to file any claims or take any action or institute any proceedings which the Security Agent may deem necessary or desirable for the collection of any of the mortgaged property or otherwise to enforce the rights of the Security Agent with respect to any of the mortgaged property; and
- (iv) to perform the obligations of the company under the Debenture and generally to use the name of the Company in the exercise of all or any of the powers hereby conferred on the Security Agent or the Finance Parties or any Receiver appointed by the Security Agent and the Company expressly authorised the Security Agent to delegate all or any of the powers conferred upon it by the Debenture to any Receiver appointed by it or to such other person or persons as it may reasonably think fit.

Definitions

"Accession Deed" means a document substantially in the form set out in Schedule 6 (Form of Accession Deed) to the Debenture;

"Charging Companies" means the companies listed in schedule 2 to the Debenture (as more particularly set out at Annex 1 below) and any company that has executed an Accession Deed in favour of the Security Agent;

"Credit Agreement" means a facility agreement dated 30 July 2009 between the Company, H & T Finance Limited and Harvey & Thompson Limited as original borrowers, Barclays Capital (as arranger) and Barclays Bank plc (original lender, agent and security agent).

"Domain Names" means those domain names whose details are set out in Schedule 5, Part 1 of the Debenture (as more particularly set out at Annex 4 Part 1 below);

"Event of Default" means an event of default as set out in clause 24 of the Credit Agreement;

"Finance Documents" has the meaning given to it in the Credit Agreement;

"Finance Parties" means the Agent, the Security Agent, the Arranger, any Ancillary Lender, any Hedge Counterparty or a Lender (all as defined in the Credit Agreement);

"Group" means the Parent and each of its Subsidiaries from time to time and **"member of the Group"** and **"Group Company"** shall be construed accordingly;

"Hedging Arrangements" has the meaning given to it in the Credit Agreement;

"Hedging Documents" has the meaning given to it in the Credit Agreement;

"Parent" means the Company;

"Patents" means those patents whose details are set out in Schedule 5, Part 3 of the Debenture of which there are none;

"Pawn Loan" means a loan that is made to a customer of a Group Company and is secured by way of pawn or pledge;

"Pawn Loan Agreement" means an agreement that documents the terms of a Pawn Loan;

"Pledged Security" means the right and interest of any Group Company in the Pledged Stock (which shall include (without limitation) the power to exercise a right of sale over the Pledged Stock in accordance with the Pawn Loan Agreement);

"Pledged Stock" means all of the items pledged to a Group Company in respect of the Pawn Loans;

"Receiver" means any receiver, receiver and manager or manager appointed pursuant to the Debenture;

"Sale Rights" means all rights to sell, liens and other choses in action held by the Company in respect of the assets pawned to the Company as security for the obligations of customers under the Pawn Loan Agreements, as the same shall be governed by the Pawn Loan Agreements;

"Secured Liabilities" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or as principal debtor, guarantor, surety or otherwise or as the equivalent obligor under the laws of any other

jurisdiction) of each Group Company to the Security Agent and the Finance Parties under the Finance Documents together with:

- (i) any refinancing, novation, refunding, deferral or extension of or increase in any of those obligations or liabilities of any Group Company under any credit agreement entered into after the date hereof with all or any of the Finance Parties which is entered into wholly or partially in order to refinance the Secured Liabilities at the date hereof;
- (ii) any further obligations and liabilities which may be made by any Finance Party to any Group Company under any agreement expressed to be supplemental to any of the Finance Documents and all interest, fees, and costs in connection therewith;
- (iii) all costs, charges and expenses incurred by the Security Agent or any of the Finance Parties in connection with the protection, preservation or enforcement of its respective rights under the Finance Documents;
- (iv) any claim for damages or restitution in the event of rescission of any of those obligations or liabilities or otherwise in connection with the Finance Documents;
- (v) any claim against any Group Company flowing from the recovery by a Group Company of a payment or discharge in respect of any of those obligations or liabilities on grounds of preference or otherwise; and
- (vi) any amounts which would be included in any of the foregoing but for any discharge, non-provability, unenforceability or non-allowability of the same in any insolvency or other proceedings;

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect;

"Shares" means those shares whose details are set out in Schedule 4 of the Debenture (as set out in Annex 3 below);

"Subsidiaries" means a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006; and

"Trademarks" means those trademarks whose details are set out in Schedule 5, Part 2 of the Debenture (as more particularly set out in Annex 4, Part 2 below).

Annex 1

The Companies

Company Name	Company Number	Registered Office
H & T Group PLC	05188117	Times House, Throwley Way, Sutton, Surrey SM1 4AF
H & T Finance Limited	5188120	Times House, Throwley Way, Sutton, Surrey SM1 4AF
Harvey & Thompson Limited	02636684	Times House, Throwley Way, Sutton, Surrey SM1 4AF

Annex 2

(Part 1)

Leasehold Properties to be charged

Description of Leasehold Property	Title Number and Quality of Title (if applicable) if registered + Title Holder	Date of Lease	Parties to Lease
114 High Street, Ayr KA7 1PQ		06/08/2007	Lothian Property and Finance Company Limited (1) Harvey & Thompson Limited (2)
1a Market Pavement, Basildon SS14 1DD	EX772470 – Title absolute	30/06/2006	Glasgow City Council (1) Harvey & Thompson Limited (2)
26 Borough Pavement CH41 2XX		04/02/2002	The Grange Birkenhead Nominee (No. 1) Limited and The Grange Birkenhead Nominee (No. 2) Limited (1) Shoefayre Limited (2)
10 Ethel Street, Birmingham B2 4BG	WM919064 – Title absolute	29/09/2006	LS Portfolio Investments Limited (1) Harvey & Thompson Limited (2)
13 Newport Street, Bolton BL1 1NE	GM952162 – Title absolute	19/09/2002	Stylo Barratt Properties Ltd (1) Xpress Cash Limited (2)
Unit 115 Strand Shopping Centre, Bootle L20 4SU		29/09/1999	Ravenseft Properties Limited (1) Michael Graham

			Mallett (2)
575 Roman Road, Bow, E3 5EL		25/03/1996	Daejan Estates Limited (1) Harvey & Thompson Limited (2)
4 Castle Square, Brighton BN1 1EG	ESX146482 - Title absolute	25/03/1988	DSG Properties Plc (1) Harvey & Thompson Limited (2)
75 Burnt Oak Broadway, Burnt Oak HA8 5EP	NGL831573 - Title absolute	07/11/2003	Donald John Norman and others (1) Harvey & Thompson Limited (2)
22 Market Street, Bury BL9 0AJ	MAN39587 – Title absolute	03/11/2005	UKPH No. 1 Limited (1) Harvey & Thompson Limited (2)
36 Chalk Farm Road, London, NW1 8AJ	NGL775597 – Title absolute	04/05/1999	Howard Arthur Thompson and Nigel George Thompson (1) Harvey & Thompson Limited (2)
321 High Street, Chatham ME4 4BN	K917594 – Title absolute	09/10/2006	The Hartley SIPP 8136 Limited (1) Harvey & Thompson Limited (2)
157 Clapton Common, London E5 9AE	EGL553820 – Title absolute	02/04/2009	Jack Bension Nassim (1) Harvey & Thompson Ltd (2)
25 Sylvania Way South, Clydebank G81 1EA		27/06/2008	Co-Operative Insurance Society Limited (1) Harvey & Thompson Limited (2)
19 Corporation Street, Corby NN17 1NG	NN260837 – Title absolute	09/11/2005	Tops Shop Precincts Limited (1)

			Harvey & Thompson Limited (2)
32 High Street, Cosham PO6 3BZ	PN18294 – Title absolute	24/09/2007	Joseph Arthur Jackson (1) Harvey & Thompson Limited (2)
10A Hales Street, Coventry CV1 1JD	WM941805 – Title absolute	28/09/2008	The Council of the City of Coventry (1) Harvey & Thompson Limited (2)
11 Broadwalk, Northgate, Crawley RH10 1HJ	WSX313409 – Title absolute	25/09/2007	Peakround Limited (1) Harvey & Thompson Limited (2)
299 Heathway, Dagenham RM9 5AQ	HD495743 – Title absolute	10/07/2004	Smartshield Limited (1) Harvey & Thompson Limited (2)
73a Skinnergate, Darlington DL3 7LL	DU308848 – Title absolute	11/02/2008	F. Peter Robinson Limited (1) Harvey & Thompson Limited (2)
23 Skinnergate, Darlington DL3 7NW	DU318587 – Title absolute	13/10/2008	J&D Estates Limited (1) Harvey & Thompson Limited (2)
72 Deptford High Street SE8 4RT	TGL270341 – Title absolute	20/04/2005	Edwards Dining Rooms Limited (1) Harvey & Thompson Limited (2)
23 High Street, Doncaster DN1 1DW	SYK540385 – Title absolute	21/08/2007	Parfern Limited (1) Harvey & Thompson Limited (2)
215 Wolverhampton Street, Dudley, DY1		29/09/1999	Stella Mary Watson (1) Harvey & Thompson

1EF			Limited (2)
116 Seagate, Dundee DD1 2ET		07/07/1997	Phillip Alfred William Allen and Sandra Allen (1) Harvey & Thompson Limited (2)
69 North Road, Durham DH1 4SQ		24/05/2005	Michael St. John Way (1) Harvey & Thompson Limited (2)
Unit 19 Shandwick Square Shopping Centre, Bogbain Road, Glasgow G34 9DT		18/02/2008	Ossory Property Investments Limited (1) Harvey & Thompson Limited (2)
10 Princes Mall, East Kilbride G74 1LB		29/09/2006	Scottish Retail Property General Partner Limited (1) Harvey & Thompson Limited (2)
106 Lauriston Place, Edinburgh EH3 9HX		24/03/2005	Rodney Shearer Coffey and Claire Coffey (1) Harvey & Thompson Limited (2)
43 Marina Drive, Port Arcades Shopping Centre CH65 0AN	CH567740 – Title absolute	19/10/2007	FREP (Ellesmere Port) Limited (1) Harvey & Thompson Limited (2)
119a West Street, Fareham PO16 0DY	HP705634 – Title absolute	07/07/2008	Mursell Limited (1) Harvey & Thompson Limited (2)
224 North End Road W14 9NU	NGL553516 – Title absolute	29/09/1985	Ebrahim Daweood Joosab (1) Harvey & Thompson Limited (2)

911 Bath Street, Glasgow G2 1HY		29/01/1999	Sears Properties Netherlands BV (1) Harvey & Thompson Limited (2)
595 Govan Road, Glasgow G51 2AS		14/09/2001	Mohammed Manzur and Saleem Akhtar (1) Harvey & Thompson Limited (2)
1/5 Southcroft Street, Govan, Glasgow	GLA100063 - Title Absolute	15/09/2006	Winton Faith and Company Limited No 2 Retirements Benefits Scheme (1) Harvey & Thompson Limited (2)
21 King Street, Gravesend DA12 2EB	K911975 – Title absolute	09/10/2006	Steven George Murray (1) Harvey & Thompson Limited (2)
170 Great Western Road G4 9AE		19/11/2008	Rhona Stewart and others (1) Harvey & Thompson Limited (2)
Unit 3 Hamilton Gate, Oakmall Shopping Centre, Greenock PA15 1JW		06/10/2008	Oak Mall Greenock Limited (1) Harvey & Thompson Limited (2)
134 King Street, Hammersmith, London W6 0QU		13/09/2002	Lambert Pressland Limited (1) Harvey & Thompson Limited (2)
18 Queens Road, Hastings TN34 1QY	ESX292752 – Title absolute	16/02/2006	Country Commercial Properties Limited (1) Harvey & Thompson Limited (2)
Unit 5, The Mall, Clarendon Square,	MAN139543 – Title	01/09/2008	Hyde Shopping Centre

Hyde SK14 2QT	absolute		Limited (1) Harvey & Thompson Limited (2)
1/3 Bridgegate, Irvine KA12 8BJ		12/06/2006	Adriano De Marco and Maria Zelinda De Marco (1) Harvey & Thompson Limited (2)
25 King Street, Kilmarnock KA1 1PT		02/11/2007	Easton Dundonald Limited (1) Harvey & Thompson Limited (2)
Unit 67 In Shops Shopping Centre, Kirkby, Liverpool, L32 8US		19/11/2002	In Shops Centres Ltd (1) Harvey & Thompson Limited (2)
85 High Street, Kirkcaldy KY1 1LN		01/08/2005	The Dundas Commercial Property (General Partner) Limited (1) Schuh Limited (2) Harvey & Thompson Limited (3)
8-8a Market Street, Leeds LS1 6DG	WKY905773 – Title absolute	12/06/2009	George Scott Storey (1) Harvey & Thompson Limited (2)
69 Market Place, Leicester LE1 5EL	LT390487 – Title absolute	14/11/2005	Klienwort Benson (Guernsey) Trustees Limited and Borrowdale Nominees Limited (1) Harvey & Thompson Limited (2)
53 Bradshawgate and 1 Silk Street, Leigh WN7 4NB	MAN116476 – Good leasehold	28/04/2008	John Thomas Smith and James Whitehead (1)

			Harvey & Thompson Limited (2)
Unit 6 Newkirkgate Shopping Centre, Leith EH6 6AA		06/08/2008	Newkirkgate Retail Unit Trust Limited No.2 (1) Harvey & Thompson Limited (2)
Unit 6 42-46 Whitechapel, Liverpool, L1 6EF		15/09/1998	Stramongate Properties Limited (1) Waynes Shoes Plc (2)
Unit 22 Almondvale Shopping Centre, Livingstone EH54 6HR		07/05/2009	Almondvale (Livingston) Limited (1) Harvey & Thompson Limited (2)
1st Floor, Essex House, Bridle Road, Bootle L30 4UE		10/10/2008	Sebel House Bootle Limited (1) Harvey & Thompson Limited (2)
174 Arndale Centre, Luton LU1 2TL	BD247545 – Title absolute	07/11/2005	The Prudential Assurance Company Limited (1) Harvey & Thompson Limited (2)
16 Newgate Shopping Centre, Newcastle-Upon-Tyne NE1 5RB		25/12/1997	West Register Property Investments Limited (1) Harvey & Thompson Limited (2)
221 High Street, Orpington, BR6 0NZ	SGL702210 – Title absolute	01/10/1999	Sunstar Holdings Limited (1) Levermill Limited (2)
63 Praed Street, London W2 1NS	NGL775627 – Title absolute	04/05/1999	Howard Arthur Thomson and others (1)

			Harvey & Thompson Limited (2)
333 Dumbarton Road, Partick G11 6AL		22/11/2004	Glasgow City Council (1) Harvey & Thompson Limited (2)
51 Peckham High Street, London SE15 5EB	TGL310408 – Title absolute	07/09/1988	Grantglen Limited (1) Harvey & Thompson Limited (2)
22 Market Way, Chrips Street Centre, Poplar, London E14 6AH		29/09/1993	The Mayor and Burgesses of the London Borough of Tower Hamlets (1) Harvey & Thompson Limited (2)
186 Kingston Road, Portsmouth PO2 7LP	PM18295 – Title absolute	24/09/2007	Joseph Arthur Jackson (1) Harvey & Thompson Limited (2)
31 Oxford Road, Broad Street Mall, Reading RG1 7QG	BK427953 – Title absolute	07/11/2008	Ivypark Limited (1) Harvey & Thompson Limited (2)
92 Yorkshire Street, Rochdale OL16 1JX	GM609515 – Title absolute	24/06/1992	Cadmus Investment Company Limited (1) The Automobile Association Insurance Services Limited (2)
81a Wellgate, Rotherham S60 2NB		25/03/2000	Philip James Henry Smedley (1) Demetrios Patsalides (2)
1 Church Street, Rugby CV21 3PH	WK431722 – Title absolute	11/09/2006	Foundation Rugby Real Estate Fund LLC (1) Harvey & Thompson Limited (2)

Unit 3 Mitchell Arcade, Rutherglen Shopping Centre, Rutherglen G73 2LS		10/03/2008	Cairnduff Developments Limited (1) Rutherglen Limited (2) Harvey & Thompson Limited (3)
4 Ormskirk Street, St Helens WA10 1BH	MS532736 – Title absolute	14/11/2006	Luxury Leisure (1) Harvey & Thompson Limited (2)
70 Fitzgerald Way, Salford Shopping Centre, Salford, M6 5HW	GM952358 – Title absolute	22/04/2002	Novembre Properties Limited and Standbrook Properties Limited (1) Harvey & Thompson Limited (2)
114 High Street, Scunthorpe DN15 6HB	HS354191 – Title absolute	03/07/2009	The Storey Group Limited (1) Harvey & Thompson Limited (2)
The Kiosk, 1-13 Angel Street, Sheffield S3 8LN		15/10/2001	Hartshead Square Developments Limited (1) Timemanor Limited (2) Tynemace Limited (3)
64 High Street, Slough SL1 1EL		20/12/1994	Sterling Estates (1) Harvey & Thompson Limited (2)
Unit 13 Springburn Shopping Centre, Springburn Way G21 1TS		14/09/2005	Zurich Assurance Limited (1) Harvey & Thompson Limited (2)
33-35 Murray Place, Stirling FK8 1DQ		08/09/2008	Greenlees Securities Limited (1) Harvey & Thompson

			Limited (2)
109 Princes Street, Stockport SK1 1RW		04/07/2000	Emma Muriel Eyres (1) Xpress Cash Limited (2)
107-108 High Street, Stockton TS18 1BB	CE201733 – Title absolute	22/08/2008	Co-Operative Group Limited (1) Harvey & Thompson Limited (2)
49-51 Stafford Street, Stoke-on-Trent ST1 1SA	SF552737 – Title absolute	08/05/2009	Coolmicro Limited (1) Harvey & Thompson Limited (2)
254 Streatham High Road, Streatham, London SW16 1HT		29/09/2000	MTD Property Investment Limited (1) Harvey & Thompson Limited (2)
26 Blandord Street, Sunderland SR1 3JH	TY474725 – Title absolute	06/10/2008	Abdul Rashid (1) Harvey & Thompson Limited (2)
196 Lower Road, Surrey Quays, London SE16 2UN		17/03/1995	Cue Property Holdings (Rotherhithe) Limited (1) Harvey & Thompson Limited (2)
20-22 London Road, SW17 9HW	SGL691926 – Title absolute	03/10/2007	Nadeem Osman (1) Harvey & Thompson Limited (2)
549 West Derby Road L13 8AD	MS527045 – Title absolute	11/09/2006	Mr A R Huxley (1) Harvey & Thompson Limited (2)
28 High Street East, Wallsend NE28 8PQ	TY468503 – Title absolute	11/02/2008	Graham James Macharg and others (1) Harvey & Thompson Limited (2)

10a Digbeth, Walsall, West Midlands WS1 1QU	WM710118 – Title absolute	25/03/1990	WA Goold (Estates) Limited (1) Harvey & Thompson Limited (2)
234 High Street, Walthamstow, London E17 7JH		25/12/2004	Francesca Burrows and Jeannie Margaret Sargeant (1) Harvey & Thompson Limited (2)
66 County Road, Walton L4 3QL	MS551746 – Title absolute	17/03/2008	Alexander Cameron Shennan (1) Harvey & Thompson Limited (2)
27 Walton Vale, Liverpool L9 4RE	MS515838 – Title absolute	17/10/2005	Anthony Tyrer (1) Harvey & Thompson Limited (2)
114 High Street, Watford WD17 2GW	HD455009 – Title absolute	26/06/2006	Grainmarket Properties Limited (1) Kelly Services (UK) Limited (2)
3 Bellegrove Road, Welling, Kent, DA16 3PA		13/10/2003	Landmaster Properties Limited (1) Harvey & Thompson Limited (2)
544 High Road, Wembley HA0 2AA	AGL190807 – Title absolute	30/07/2008	Khalid Hidayatullah Sufi (1) Harvey & Thompson Limited (2)
21 Hope Street, Galleries Shopping Centre WN1 1QF	GM978380 – Title absolute	25/03/1988	Coal Pension Properties Limited (1) Rosebys Curtains and Linens Limited (2) Rosebys PLC (3)
10a Cleveland Street, Wolverhampton WV1		29/09/2003	LCP Retail Limited (1)

3HH			Cleveland Gold Limited (2) Stanley David Jarvis (3)
12 Cheapside, Wood Green N22 6HH	AGL143561 – Title absolute	24/06/2003	Mander Properties Limited (1) Harvey & Thompson Limited (2)
90 Bridge Street, Worksop S80 1JA	NT437554 -- Title absolute	20/08/2007	Batish Investments Limited (1) Harvey & Thompson Limited (2)
27-29 Bridge Street, Worksop		30/07/1999	Whyte & Son (Nottingham) Limited (1) Going Places Leisure Travel Limited (2)
Unit D1, Hale Top, Civic Centre, Wythenshawe, Manchester M22 5RN	MAN140312 – Title absolute	06/04/2009	Redman Heenan Properties Limited (1) Harvey & Thompson Limited (2)

(Part 2)

Leasehold properties - to notify Landlord of charge

Description of Leasehold Property	Title Number and Quality of Title (if applicable) if registered + Title Holder	Date of Lease	Parties to Lease
27 East Street, Barking, IG11 8ER		20/12/1994	London Life Linked Assurances Limited (1) Harvey & Thompson Limited (2)
29 Penny Street, Blackburn, Lancashire BB1 6HQ		24/11/2002	Blackburn with Darwen Borough Council (1) Francesco James Mastrobuoni (2)
97-99 Central Drive, Blackpool, Lancashire FY1 5EE		15/03/1989	Mr J M Hartley (1) Harvey & Thompson Plc (2)
26 James Street, Bradford BD1 3PZ		01/03/1998	Independent Opthamologist Limited (1) Harvey & Thompson Limited (2)
4 Castle Square, Brighton BN1 1EG	ESX146482 – Title absolute	25/03/1988	DSG Properties Plc (1) Harvey & Thompson Limited (2)
58 Rushey Green Catford, London SE6 4JD		11/02/2002	John Shalom Miller and Janice Miller (1) Harvey & Thompson Limited (2)
9 Northcote Road, Clapham Junction, SW11 1NG	TGL262123 – Title absolute	26/08/2005	Diana Perkins (1) Harvey & Thompson Limited (2)
52 Kingsland High Street, Dalston,	EGL467478 – Title	24/06/2003	Surrey Investments

London E8 2JP	absolute		Limited (1) Harvey & Thompson Limited (2)
259-261 Seven Sisters Road, Finsbury, London N4 2DD		01/10/2001	Bridge Road Management Limited (1) William Hill Organisation Limited (2)
169 High Street, Gillingham, Kent ME7 1AQ		07/01/1997	Peter Helman and Marylyn Helman (1) Harvey & Thompson Limited (2)
Head Office, 7th Floor, Times House, Throwley Way, Sutton, Surrey SM1 4AF		30/07/1999	Eagle Star Life Assurance Company Limited (1) Harvey & Thompson Limited (2)
30 High Street, Hounslow, Middlesex TW3 1NW	AGL65421 - Title absolute	01/10/1997	Charlwood Alliance Holdings Limited (1) Harvey & Thompson Limited (2)
91-93 Cranbrook Road, Ilford IG1 4PG		12/03/1996	Torlork Singh (1) Harvey & Thompson Limited (2)
281 High Road, Leyton, London E10 5QN	EGL468287 - Title absolute	08/01/2004	Davis Steele Limited (1) Harvey & Thompson Limited (2)
23 Chestergate, Macclesfield, Cheshire SK11 6BX	CH581777 – Title absolute	19/08/2008	Estates & Leisure Holdings Limited (1) Harvey & Thompson Limited (2)
Unit 67, Riverside Industrial Estate, Rochester ME2 4BH		10/03/2008	Nicholas Faldo (1) Harvey & Thompson

			Limited (2)
Unit 68, Riverside Industrial Estate, Rochester ME2 4BH		10/03/2008	R Hanson and Son (UK) Limited (1) Harvey & Thompson Limited (2)
Unit 119, Halton Lea Shopping Centre, Runcorn, Cheshire, WA7 2BX		01/03/1999	Fordgate Midlands Properties Limited (1) Pawn Stop Limited (2) Michael Graham Mallett (3)
Unit 44, Ground Floor, Brody Street Shopping Mall, Stretford Mall Shopping Centre, Stretford, Greater Manchester, M32 9BB	MAN73357 – Title absolute	13/12/2006	Dunedin Property Stretford Limited (1) Harvey & Thompson Limited (2)
246 High Street, Sutton SM1 1PA		25/09/2004	Notepike Limited (1) Harvey & Thompson Limited (2)
63 Mitcham Road, Tooting, SW17 9PB	TGL243571 – Title absolute	25/12/2002	Rivercity Limited (1) Harvey & Thompson Limited (2)
391 Walworth Road, London SE17 2AW		01/10/1999	Shajid Abdul Rashid (1) Harvey & Thompson Limited (2)
111 Lower Marsh, Waterloo, London SE1 7AE		25/12/2008	Blackcap Limited (1) Harvey & Thompson Limited (2)
70 High Road, Willesden Green, London, NW10 2PY	NGL553536 – Title Absolute	29/09/1985	Haroon Abba (1) Harvey & Thompson Limited (2)
224 North End Road,	NGL553516 – Harvey &	09/12/1985	Ebrahim Dawood Joosab (1)

Fulham, London, W14	Thompson Limited		H & T Plc (2)
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Annex 3

The Shares

15,000,002 ordinary shares of £1 each in the capital of Harvey & Thompson Limited.

1 ordinary share of £1 each in the capital of H&T Finance Limited.

**Annex 4
(Part 1)**

The Domain Names

H&T Group Domains

handtgroup.co.uk
handtgroup.com

H&T Pawnbrokers Domains

handtpawnbrokers.co.uk
handtpawnbrokers.com
harveyandthompson.com
harveyandthompson.net
harveyandthompson.org
harveythompson.co.uk
handtgold.co.uk
handtgold.com

Gold Bar domains
goldbar.co.uk

**Annex 4
(Part 2)**

The Trademarks

Mark	Number	Owner
Harvey & Thompson Limited	Unregistered	Harvey & Thompson Limited
Harvey Thompson	Unregistered	Harvey & Thompson Limited
H&T Pawnbrokers	Unregistered	Harvey & Thompson Limited
Pawnstop	Unregistered	Harvey & Thompson Limited
H&T Pawnstop	Unregistered	Harvey & Thompson Limited
H&T Gold	Unregistered	Harvey & Thompson Limited
Gold Bar	Unregistered	Harvey & Thompson Limited
H&T Gold Bar	Unregistered	Harvey & Thompson Limited



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

**COMPANY NO. 5188117
CHARGE NO. 5**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 30 JULY 2009
AND CREATED BY H & T GROUP PLC FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO
BARCLAYS BANK PLC (THE SECURITY AGENT) FOR ITSELF
AND ON BEHALF OF THE FINANCE PARTIES ON ANY
ACCOUNT WHATSOEVER 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 7 AUGUST
2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12 AUGUST 2009



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES