

102359/13
MG01

Particulars of a mortgage or charge



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
particulars of a charge for
company. To do this, please
form MG01s

WEDNESDAY



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22/12/2010

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COMPANIES HOUSE

1 Company details

Company number 00095587

Company name in full Jewish Chronicle Limited (the "Company")

3 For official use

→ **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 d1 d3 m1 m2 y2 y0 y1 y0

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 Investment Security Agreement (the "Deed")

4 Amount secured

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

Amount secured Under clause 12 of the Deed, the Chargor must pay or discharge the Secured
Liabilities when due

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

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 Jewish Chronicle Pension Trustees Limited (the "Trustee")

Address 25 Funnival Street

London

Postcode E C 4 A I J T

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

1 CHARGED ASSETS

The Chargor has charged and has agreed to charge, by way of a first floating charge, all of its claims or rights to, or in respect of

(i) The Deposit

(ii) the Account,

(iii) the Securities, and

(iv) any Investment Management Agreement, and any proceeds and claims arising from it

2 COVENANTS**2.1 Negative Pledge**

The Chargor has covenanted it will not create or permit to subsist any Security Interest on any Security Asset (other than the Deed)

2.2 Maintenance of Minimum Amount

The Chargor has covenanted that it shall at all times ensure that the value of the Security Assets at no time falls below the Minimum Amount

(Please see the continuation page for continuation of this form MG01, section 6)

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

N/A

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 *Bunges Salmar*

X

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

MG01

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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 Will Hall

Company name
Borges Salmon LLP

Address One Glass Wharf

Post town Bristol

County/Region

Postcode B S 2 0 Z X

Country

DX

Telephone



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

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

2.3 Investment Management Agreement

The Chargor has covenanted that it will not terminate or make or agree to any amendment or waiver of the Investment Management Agreement without the prior written consent of the Trustee

3 FURTHER ASSURANCES

3.1 The Chargor has covenanted that it will, at its own expense, take whatever action the Trustee may require for

- (a) creating, perfecting or protecting any security intended to be created by the Deed, or
- (b) facilitating the realisation of any Security Asset, or the exercise of any right, power or discretion exercisable, by the Trustee or any of its delegates or sub-delegates in respect of any Security Asset

This includes

- (a) the execution of any transfer, conveyance, assignment or assurance of any property, whether to the Trustee or to its nominee, or
- (b) the giving of any notice, order or direction and the making of any registration,

which, in any such case, the Trustee may think expedient

4 POWER OF ATTORNEY

The Chargor, by way of security, has irrevocably and severally appointed the Trustee and any of its delegates or sub-delegates to be its attorney to take any action which the Chargor is obliged to take under the Deed. The Chargor has ratified and confirmed whatever any attorney does or purports to do under its appointment under Clause 13 of the Deed

MG01 - continuation page

Particulars of a mortgage or charge

6

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Definitions

The following terms used in this form MG01 have the following meanings

"Account" means the account opened by the Chargor with the Bank, Finsbury Square Branch Po Box 549, 78 Finsbury Pavement, London EC4A 1JA with account number 61101516 and sort code 60-08-23,

"Bank" means National Westminster Bank plc,

"Chargor" means the Company,

"Deficit" means the lowest non-negative amount which, when added to the assets of the Scheme, would result in the Scheme being fully funded, and for these purposes the Deficit shall be calculated in accordance with either

(a) the October Valuation, or

(b) in the event that at the relevant time there is a more current Eligible Valuation available, the then current Eligible Valuation,

"Deposit" means the balance of funds sitting in the Account from time to time,

"Eligible Valuation" means in relation to the assets and liabilities of the Scheme, a valuation (from which the Deficit may be determined) of those assets and liabilities calculated to meet the Scheme's technical provisions (as defined in Part 3 of the Pensions Act 2004) carried out by the Scheme Actuary using the valuation methods and on the basis of the assumptions set out in the October Valuation or carried out using such other methods and on the basis of such other assumptions as may be agreed between the Company and the Trustee,

"Framework Agreement" means the framework agreement dated 13 December 2010 and entered into between the Chargor and the Trustee, setting out, amongst other matters procedures for the valuation of the Securities and of the Deficit,

"Investment Management Agreement" means any terms of business or otherwise entered into between the Company and any person (an **"Investment Manager"**) for the management of the investment assets charged under the Deed,

"Minimum Amount" means £2,870,000 (two million eight hundred and seventy thousand pounds),

"October Valuation" means the actuarial valuation dated 6 November 2009 valuing the Scheme as at 1 October 2009 and prepared by the Scheme Actuary,

"Scheme" means The Jewish Chronicle 1973 Retirement Benefit Scheme

"Scheme Actuary" means the actuary to the Scheme as appointed by the trustee from time to time,

MG01 - continuation page
Particulars of a mortgage or charge

6

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Short particulars

"Secured Liabilities" has the meaning given to it in the Framework Agreement,

"Securities" means the holdings of the Chargor in securities, assets, property and investments of whatsoever description either

(a) purchased with the proceeds of the Deposit, or

(b) purchased with the proceeds of sale of such securities, assets property and investments,

"Security Assets" means all assets of the Chargor the subject of any Security Interest created by this Deed,

"Security Interest" means any mortgage, pledge, lien, charge, assignment, hypothecation or security interest or any other agreement or arrangement having a similar effect



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 95587
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT AN INVESTMENT SECURITY
AGREEMENT DATED 13 DECEMBER 2010 AND CREATED BY
JEWISH CHRONICLE LIMITED FOR SECURING ALL MONIES
DUE OR TO BECOME DUE FROM THE COMPANY TO JEWISH
CHRONICLE PENSION TRUSTEES LIMITED 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 22
DECEMBER 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 29 DECEMBER
2010

2



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES