

102360/13
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

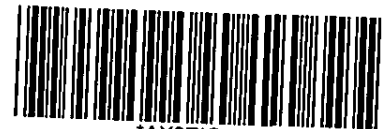
You may use this form to register particulars of a mortgage or charge in England and Wales or Northern Ireland



What this form is NOT for

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

WEDNESDAY



A43

AX9EIQ57

22/12/2010

108

COMPANIES HOUSE

1

Company details

Company number

0 0 0 9 5 5 8 7

Company name in full

Jewish Chronicle Limited (the "Company")

5

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

Mortgage (the "Deed")

4

Amount secured

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

Amount secured

1 Secured Liabilities

The Company has covenanted that it will on demand pay to the Trustee the Secured Liabilities when the same become due for payment or discharge whether by acceleration or otherwise, and whether such moneys, obligations or liabilities are express or implied, present, future or contingent, joint or several, or incurred as principal or surety

2 Certain liabilities

The liabilities referred to above (without limitation) include interest (both before and after judgment) to date of payment such terms as may from time to time be agreed, commission, fees and other charges and all legal and other costs, charges and expenses on a full and unqualified indemnity basis which may be incurred by the Trustee in relation to any of the Secured Liabilities or generally in respect of the Company

Continuation page

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

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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

Jewish Chronicle Pension Trustees Limited (the "Trustee")

Address

25 Fumival Street

London

Postcode

E C 4 A 1 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 CHARGES**1.1 Fixed Charge**

The Company with full title guarantee as a continuing security for the payment and discharge of the Secured Liabilities

Property the Company has charged to the Trustee by way of first fixed charge all rights and powers of the Company to the Property pursuant to the Trust Deed,

Insurances the Company has charged to the Trustee by way of first fixed charge all moneys from time to time payable to the Company under or pursuant to the Insurances including without limitation the refund of any premiums,

Income the Company has assigned to the Trustee the Income,

1.2 Set-off

The Company has irrevocably and unconditionally agreed that if the Trustee at any time owes the Company money the Trustee may set that money off against the Secured Liabilities, but the Trustee shall not be obliged to do this nor may the Company exercise against the Trustee any right of deduction or set-off, whether legal or equitable, in respect of the Secured Liabilities without the written consent of the Trustee

(See continuation sheet for the continuation of section 6 of this form MG01)

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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



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 Will Hall

Company name Burges 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

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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	<p>1.3 Assignments</p> <p>In respect of those Charged Assets which are assigned to the Trustee under clause 3 of the Deed</p> <p>(a) they have been assigned absolutely but subject to reassignment in the circumstances specified in clause 4 1(b) of the Deed,</p> <p>(b) upon all Secured Liabilities being paid or discharged in full and there being no future or contingent Secured Liabilities which may arise, the Trustee shall, at the request and cost of the Company, reassign those Charged Assets to the Company,</p> <p>(c) the Trustee may (but shall not be obliged to), and the Company shall promptly on request by the Trustee (but not otherwise), give to any relevant third parties such notices of assignment as the Trustee shall from time to time require,</p> <p>(d) in respect of the agreements the Trustee shall, notwithstanding the assignment, have no responsibility for the performance of the obligations of the Company thereunder, and the Company shall continue to observe and perform such obligations and shall indemnify the Trustee against any liability for performance or breach of them</p> <p>2 NEGATIVE PLEDGE</p> <p>2.1 Encumbrances and disposals</p> <p>The Company has undertaken that it will not (without the prior written consent of the Trustee)</p> <p>(a) create or purport to create or permit to subsist any Trustee, debenture, charge or pledge upon or permit any Encumbrance to arise on or affect any part of the Charged Assets or the Property, or</p> <p>(b) dispose of any of the Charged Assets or any interest in the Charged Assets or agree to do so</p> <p>3 FURTHER ASSURANCE</p> <p>3.1 Further assurance</p> <p>The Company has agreed that it shall if and when at any time required by the Trustee execute such further Encumbrances and assurances in favour of the Trustee and do all such acts and things as the Trustee shall from time to time require over or in relation to all or any of the Charged Assets to secure the Secured Liabilities or to perfect or protect the security intended to be created by the Deed over the Charged Assets or any part thereof or to facilitate the realisation of the same</p> <p>3.2 Certain documentary requirements</p> <p>The Company has agreed that such further assurances shall be prepared by or on behalf of the Trustee at the expense of the Company and shall contain (a) an immediate power of sale without notice, (b) a clause excluding section 93 Law of Property Act 1925 and the restrictions contained in section 103 Law of Property Act 1925 and (c) such other clauses for the benefit of the Trustee as the Trustee may require</p>	

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Particulars of a mortgage or charge

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

4 POWER OF ATTORNEY

4.1 Power of attorney

The Company by way of security has irrevocably appointed each of the Trustee and any Receiver severally to be its attorney in its name and on its behalf

(a) to execute and complete any documents or instruments which the Trustee or such Receiver may require for perfecting the title of the Trustee to the Charged Assets or for vesting the same in the Trustee, its nominees or any purchaser,

(b) to sign, execute, seal and deliver and otherwise perfect any further security document referred to in clause 6 of the Deed, and

(c) otherwise generally to sign, seal, execute and deliver all deeds, assurances, agreements and documents and to do all acts and things which may be required for the full exercise of all or any of the powers conferred on the Trustee or a Receiver under the Deed or which may be deemed expedient by the Trustee or a Receiver in connection with any disposition, realisation or getting in by the Trustee or such Receiver of the Charged Assets or any part thereof or in connection with any other exercise of any power under the Deed

4.2 Ratification

The Company has ratified and confirmed and has agreed to ratify and confirm all acts and things which any attorney as is mentioned above shall do or purport to do in the exercise of his powers under such clause

4.3 Duration of power

The power of attorney granted by clause 12 of the Deed is granted under Section 25 Trustee Act 1925 and is for a period of one year from 13 December 2010 and the Company has irrevocably agreed to renew it from time to time for further periods of one year within five days of written request from the Trustee

4.4 Trustee Act 1925

For the purposes of Section 25(3) Trustee Act 1925 the Trustee has given notice to each person falling within the definition of the "Company" that

(a) the power of attorney granted by clause 12 of the Deed comes into operation on 13 December 2010 and lasts for one year,

(b) the Trustee is the donee of the power,

(c) the power is given to secure performance by the Company of its obligations in the Deed, and

(d) the trusts powers and discretions delegated are those specified in clause 12 1 of the Deed

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Particulars of a mortgage or charge

<div style="background-color: black; color: white; padding: 2px; text-align: center; width: 30px; float: left;">6</div>	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p><u>Definitions</u></p> <p>The following terms used in this form MG01 have the following meanings</p> <p>"Charged Assets" means all the property and rights of the Company described in clause 3.1 of the Deed and detailed at Section 6, paragraph 1 (Charges) of this form MG01,</p> <p>"Chargor" means the Company,</p> <p>"Encumbrance" means any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, standard security, assignment by way of security or other security interest of any kind,</p> <p>"Event of Default" means the events specified as such in Schedule 1 of this form MG01</p> <p>"Income" means all sums whether of income or capital from time to time receivable by the Company in respect of the letting, licensing, use or exploitation of the Property including without limitation</p> <ul style="list-style-type: none"> (a) rents, licence fees, service charges, insurance charges, mesne profits and damages for trespass, (b) proceeds of realising security in respect of any Income, and (c) any sums receivable for the grant, variation or surrender of any lease or licence or otherwise in respect of the Property <p>"Insolvency Event" means</p> <ul style="list-style-type: none"> (a) an 'insolvency event' as defined in section 121 of the Pensions Act 2004 or regulations made from time to time thereunder, or (b) the receipt by the Pension Protection Fund of an application or notification from the Trustee or the Pensions Regulator that an employer is unlikely to continue as a going concern, which is purported to be made in accordance with section 129 of the Pensions Act 2004 or regulations made from time to time thereunder <p>"Insurances" means all present and future contracts or policies of insurance effected by the Company or to which the Company is entitled in respect of the Property or otherwise in accordance with the Deed,</p> <p>"Investment Security Agreement" means the agreement made between the Company and the Trustee dated 13 December 2010</p> <p>"Material Adverse Effect" means a material adverse effect on</p> <ul style="list-style-type: none"> (a) the ability of the Chargor to perform its payment obligations under the Investment Security Agreement, (b) the validity or enforceability of, or the effectiveness or making of the Investment Security Agreement, or (c) any right or remedy of the Trustee under the Investment Security Agreement 	

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Short particulars	<p>"Outstanding Contributions" means any payments under the schedule of contributions to any Recovery Plan which have become due and payable,</p> <p>"Property" means the real property described in Part A of Schedule 1 of the Deed (being 163 Hampstead Way, Barnet, London, MX146360) and references to the Property include where relevant any one or more of such assets and any part of such assets whether owned solely or jointly with any other person</p> <p>"Receiver" means any one or more receivers and/or managers appointed by the Trustee pursuant to the Deed in respect of the Company or over all or any of the Charged Assets,</p> <p>"Recovery Plan" means a recovery plan agreed or concluded in relation to the Scheme in accordance with Part 3 of the Pensions Act 2004</p> <p>"Scheme" means The Jewish Chronicle 1973 Retirement Benefits Scheme</p> <p>"Secured Liabilities" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally and in any capacity whatsoever) of the Company to make payments to the Scheme under or arising out of any Recovery Plan from time to time in force (including without limitation any Outstanding Contribution and, on the occurrence of an Event of Default, the aggregate of all Outstanding Contributions and any remaining contributions to be made under the schedule of contributions to any Recovery Plan even though the same may not have become due and payable at that date)</p> <p>"Security Interest" means any mortgage, pledge, lien, charge, assignment, hypothecation or security interest or any other agreement or arrangement having a similar effect</p> <p>"Trust Deed" means a Trust Deed dated 24 March 1992 made between Mr and Mrs Temko (1) the Company (2) as varied from time to time (including by a Supplemental Deed dated 17 February 1994 between the same parties)</p>	

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Particulars of a mortgage or charge

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	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p style="text-align: center;"><u>Schedule 1</u></p> <p>1 DEFAULT</p> <p>1.1 Events of Default</p> <p>Each of the events set out in this Schedule is an Event of Default</p> <p>1.2 Breach of the Investment Security Agreement</p> <p>The Chargor does not comply with any term of the Investment Security Agreement unless the non-compliance</p> <p>(a) is capable of remedy, and</p> <p>(b) is remedied within fourteen days of the earlier of the Trustee giving notice and the Chargor becoming aware of the circumstances giving rise to the misrepresentation</p> <p>1.3 Misrepresentation</p> <p>A representation made or repeated by the Chargor in the Investment Security Agreement is incorrect or misleading in any material respect when made or deemed to be repeated, unless the circumstances giving rise to the misrepresentation</p> <p>(a) are capable of remedy, and</p> <p>(b) are remedied within fourteen days of the earlier of the Trustee giving notice and the Chargor becoming aware of the non-compliance</p> <p>1.4 Insolvency</p> <p>An Insolvency Event occurs in respect of the Chargor</p> <p>1.5 Insolvency proceedings</p> <p>(a) Except as provided below, any of the following occurs in respect of the Chargor</p> <p>(i) a meeting of its shareholders, directors or other officers is convened for the purpose of considering any resolution for, to petition for or to file documents with a court or any registrar for, its winding-up, administration or dissolution or any such resolution is passed,</p> <p>(ii) any person presents a petition, or files documents with a court or any registrar, for its winding-up, administration, dissolution or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise),</p> <p>(iii) any Security Interest is enforced over any of its assets,</p>	

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Short particulars	<p>(iv) an order for its winding-up, administration or dissolution is made,</p> <p>(v) any liquidator, trustee in bankruptcy, judicial custodian, compulsory manager, receiver, administrative receiver, administrator or similar officer is appointed in respect of it or any of its assets,</p> <p>(vi) its shareholders, directors or other officers request the appointment of, or give notice of their intention to appoint, a liquidator, trustee in bankruptcy, judicial custodian, compulsory manager, receiver, administrative receiver, administrator or similar officer, or</p> <p>(vii) any other analogous step or procedure is taken in any jurisdiction</p> <p>(b) Paragraph (a) above does not apply to a petition for winding-up presented by a creditor which is being contested in good faith and with due diligence and is discharged or struck out within 14 days</p> <p>1.6 Creditors' process</p> <p>Any attachment, sequestration, distress, execution or analogous event affects any assets of a the Chargor, and is not discharged within 14 days</p> <p>1.7 Cessation of business</p> <p>The Chargor ceases, or threatens to cease, to carry on business</p> <p>1.8 Effectiveness of this Deed</p> <p>(a) It is or becomes unlawful for the Chargor to perform any of its obligations under the Investment Security Agreement</p> <p>(b) The Investment Security Agreement is not effective in accordance with its terms or is alleged by the Chargor to be ineffective in accordance with its terms for any reason</p> <p>(c) The Chargor repudiates the Investment Security Agreement or evidences an intention to repudiate the Investment Security Agreement</p> <p>1 9 Material adverse change</p> <p>Any event or series of events occurs which, in the opinion of the Trustee, has or is reasonably likely to have a Material Adverse Effect</p>	



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. 5**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A MORTGAGE 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 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 22 DECEMBER 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 29 DECEMBER
2010

Dr



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES