

# M

COMPANIES FORM No. 395

062606/10

**Particulars of a mortgage or charge**

# 395

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge.

CHFP131

Pursuant to section 395 of the Companies Act 1985

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

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

For official use Company number

5

1056472

Name of company

\*insert full name of Company

Great Georges Community Cultural Project Limited (the "Recipient")

Date of creation of the charge

12 October 2004

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

Debenture (the "Debenture")

Amount secured by the mortgage or charge

The aggregate at any time of all monies and liabilities of whatever nature actual or contingent outstanding or otherwise due owing or incurred from the Recipient to the Commission under or pursuant to the Agreement or under or pursuant to the Debenture.

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

The Millennium Commission (the "Commission")  
Portland House, Stag Place, London.

Postcode SW1E 5EZ

Presentor's name address and reference (if any):

Berwin Leighton Paisner  
Adelaide House  
London Bridge  
London, EC4R 9HA  
DX 92 London

Tel: 020 7760 1000  
QEGI/KMYL/M1021/241 2920325.01

Time critical reference

For official Use  
Mortgage Section



LD5  
COMPANIES HOUSE

0383  
15/10/04

Short particulars of all the property mortgaged or charged

Please do not write in this margin  
Please complete legibly, preferably in black type, or bold block lettering

01  
05

- 1 By way of first legal mortgage the property referred to in schedule 1.
- 2 By way of first fixed equitable charge each and all of:
  - 2.1 all other freehold leasehold and other immovable property now or in the future belonging to the Recipient together with all buildings, trade and other fixtures, fixed plant and machinery of the Recipient from time to time thereon;
  - 2.2 all plant and machinery now or in the future belonging to the Recipient other than fixed plant and machinery;
  - 2.3 all book debts and other debts now or in the future due or owing to the Recipient;
  - 2.4 all stocks shares and other securities now or in the future belonging to the Recipient together with all dividends and other rights deriving therefrom;
  - 2.5 all patents trade marks service marks designs and other intellectual property rights choses in action and claims and all fees, royalties and other rights of every kind deriving therefrom now or in the future belonging to the Recipient;
  - 2.6 the Insurances.
- 3 save for the Non-Project Assets, by way of first floating charge all the assets property and undertaking of the Recipient whatsoever and wheresoever both present and future including (without limitation) all its goodwill and uncalled capital for the time being.

Particulars as to commission allowance or discount (note 3)

N/A

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge. (see Note 5)

Signed *Bernie Lope Peden*

Date *12/10/04*

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

†delete as appropriate

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. Cheques and Postal Order are to be made payable to **Companies House**.
6. The address of the Registrar of Companies is:  
  
Companies House, Crown Way, Cardiff CF14 3UZ.

CHFP131

Please do not  
write in this  
binding margin

## Particulars of a mortgage or charge (continued)

Continuation sheet No 1  
to Form No 395 and 410 (Scot)

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

Company Number

1056472

Name of Company

Great Georges Community Cultural Project

Limited\*

\* delete if  
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

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

Please do not write  
in this binding  
margin

Names, addresses and descriptions of the mortgages or persons entitled to the charge (continued)

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

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

1. The Debenture provides that the Recipient may not and covenants that it will not without the prior written consent of the Commission either (a) create or attempt or contract to create or suffer or permit to subsist any mortgage charge pledge hypothecation lien or other security contract or encumbrance whatsoever which shall rank or purport to rank in priority to pari passu with or subsequent to the charges over the Charged Assets created by the Debenture or (b) otherwise deal with or dispose of or contract or purport to do any of such things in respect of all or any of the Charged Assets which are subject only to the floating charge created by the Debenture or suffer to arise any set off or other third party rights in respect of the same otherwise than in the ordinary course of the business or activities of the Recipient.
2. The Debenture contains a covenant that the Recipient will not convey assign or transfer the Charged Assets so that they remain subject to the security created by the Debenture.
3. The Debenture contains an undertaking by the Recipient that no sale, grant of a lease or other disposal or realisation of the whole of, or any interest in, the Charged Assets, nor any agreement to effect all or any of the same, shall be entered into without the prior written consent of the Commission and full information in respect of, any such proposed transaction shall be furnished to the Commission's Advisers to enable them to review the same.
4. The Debenture contains or incorporates the following definitions:

*Agreement*

the agreement dated 16 December 2003 between the Commission and the Recipient relating to the terms and conditions of Grant from the Commission as varied by a supplemental agreement dated 16 December 2003 and any supplemental letter or agreement addressed to and accepted by or otherwise entered into by the Recipient identifying the respective amounts and/or respective terms of any sum or other liability forming part of all monies and liabilities of whatever nature actual or contingent outstanding or otherwise due, owing or incurred from the Recipient to the Commission whether dated before or after the date of the Debenture;

*Charged Assets*

all the assets property undertaking and other interests hereby charged by the Debenture whatsoever and wheresoever both present and future;

*Commission*

The Millennium Commission including its successors in title and assigns;

*Grant*

the grant in the maximum amount specified in Schedule 3 (as the same may be varied under this agreement) made or to be made available to the Recipient pursuant to this agreement;

*Insurances*

all insurances from time to time taken out in respect of the estate in the Property held by the Recipient and all buildings structures plant machinery and equipment included in or on the Property and all monies from time to time payable in respect of the same;

*Non-Project Assets*

any assets of the Recipient which are not Project Assets;

*Project*

the project described in Schedule 2 of the Agreement as varied or amended with the approval of the Commission in accordance with the Agreement;

*Project Assets*

the assets to be utilised or incorporated in, or acquired, created or improved by, the Project;

*Property*

the land and premises referred to in schedule 1 and clause 2.1.2.1 of the Debenture and

CHFP131

## Particulars of a mortgage or charge (continued)

Please do not write  
in this binding  
margin

Continuation sheet No 2  
to Form No 395 and 410 (Scot)

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

Company Number

1056472

Name of Company

Great Georges Community Cultural Project

Limited\*

\* delete if  
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

any part or parts thereof and all buildings or other structures now or from time to time erected thereon and also all easements and rights attaching thereto;

*Recipient*

Great Georges Community Cultural Project Limited including its successors in title and assigns.

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

Schedule 1  
Property

All that leasehold land and building situate in Great George Street, Liverpool, L1 5EW being the former site of the Great George Street Congregational Church which land and buildings are more particularly described in two Leases being:-

- 1 An Indenture dated 4 day of January 1821 and made between the Mayor Bailiffs and Burgesses of the Town of Liverpool of the first part and William Hope of the other part; and
  - 2 An Indenture dated 24 day of December 1840 and made between the Mayor Aldermen and Burgesses of the Borough of Liverpool of the first part, John Parker, Henry Tufnell and Edward Horsman of the second part and Richard Rankin and thirty other named persons of the third part.
- All held for a term of 1,000 years from their respective dates or all the residue now unexpired.



FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 01056472

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 12th OCTOBER 2004 AND CREATED BY GREAT GEORGES COMMUNITY CULTURAL PROJECT LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE MILLENNIUM COMMISSION 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 15th OCTOBER 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 20th OCTOBER 2004.



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

DRP