

**M**

CHFP041

Please do not  
write in  
this marginPlease 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**

Pursuant to section 395 of the Companies Act 1985

**A fee of £10 is payable to Companies House in respect of  
each register entry for a mortgage or charge.****395**

096153/26 0195

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

For official use Company number

(4)

03811133

Name of company

\* The London Jewish Cultural Centre ("the Company")

Date of creation of the charge

21 February 2008

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

Debenture ("the Debenture") between the Company and Clydesdale Bank plc  
("the Bank")

Amount secured by the mortgage or charge

The Company covenants with the Bank to pay and discharge to the Bank on  
demand the Secured Amounts being.(1) all monies and liabilities which now are or shall at any time be due  
owing or incurred to the Bank by the Company whether actually or  
contingently and whether presently or in the future and whether solely or  
jointly with any other person and whether as principal or surety or in  
any way whatsoever provided that the monies and the liabilities which the  
Company covenants to pay and discharge shall not include any monies and  
liabilities arising under a regulated consumer credit agreement falling  
within Part V of the Consumer Credit Act 1974, unless specifically agreed  
between the Company and the Bank,(11) on a full and unlimited indemnity basis all costs charges losses  
See Continuation Sheet 1

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

Clydesdale Bank Public Limited Company  
30 St Vincent Place  
Glasgow

Postcode G1 2HL

Presentor's name, address and  
reference (if any)Howard Kennedy  
19 Cavendish Square  
London W1A 2AW  
DX 42748 Oxford Circus  
NorthFor official use  
Mortgage section

Post room

SATURDAY



\*ATKG4XNR\*

A32

01/03/2008

346

COMPANIES HOUSE

n 395-1/2

Time critical reference  
SC4/15207 0074

## Short particulars of all the property mortgaged or charged

1 by way of legal mortgage:

1.1 all the freehold and leasehold property, described in the Schedule to the Debenture

1.2 all other freehold and leasehold property now vested in the Company.

2. by way of fixed charge:

2.1 all freehold and leasehold property hereafter acquired by the Company;

2.2 all freehold and leasehold property now or in the future beneficially owned by but not vested in the Company,

2.3 all plant, machinery, and fixtures and fittings furniture and equipment implements and utensils now or in the future belonging to the Company,

2.4 all shares, stocks and other securities held by the Company from time to time and any rights to the acquisition of any such shares stocks or securities,

(See Continuation Sheet 1)

Please do not write in this margin

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

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed

*Howard Kennedy*

Date

28/02/08

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 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

Please do not  
write in this  
margin

## Particulars of a mortgage or charge (continued)

Continuation sheet No 1  
to Forms Nos 395 and 410 (Scot)

Company number

03811133

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

Name of company

The London Jewish Cultural Centre

limited\*

\*Delete if  
inappropriate

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

Amount due or owing on the mortgage or charge (continued)

Please do not  
write in this  
margin

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

expenses and other sums from time to time expended paid or incurred by or on behalf of the Bank or any receiver or receiver and manager for the time being appointed by the Bank under the Debenture ("Receiver") and in relation to the Debenture or the Secured Amounts or any other security held by or offered to the Bank in respect thereof on a full and limited indemnity basis including, without prejudice to the generality of the foregoing, all costs charges and expenses (including without limitation the fees of professional advisers to the Bank and the Receiver) incurred in connection with the stamping negotiation or preparation execution registration and perfecting of the Debenture or with any proceedings by or against any third party relating to the property assets and undertaking for the time being of the Company which are subject to the charges contained in the Debenture other than all book debts and other debts now and from time to time hereafter due owing or incurred to the Company other than such of the said debts as the Bank may first specifically agreed in writing to exclude from the first fixed charge contained in the Debenture ("the Charged Debts") and references to the charged assets shall include any and all of them ("the Charged Assets") and/or Charged Debts or to the security constituted by the Debenture or otherwise in the protection realisation or enforcement or attempted realisation or enforcement of the security constituted by the Debenture or any other security (including without limitation the Bank's own administrative costs and expenses) and in connection with or contemplation of any proceedings under the Debenture or under any other security or the recovery or attempted recovery of the Secured Amounts whether or not such proceedings are withdrawn or are unsuccessful and all liabilities suffered incurred by it or him, directly or indirectly, in the execution or purported or attempted execution of any of the powers authorities or discretions vested in it or him under or pursuant to the Debenture and for all actions claims and demands in respect of any matter or thing done or omitted to be done in any way relating to the Charged Assets and/or Charged Debts.

(iii) interest to the date of discharge on all sums payable and liabilities to be discharged under any of the provisions of the Debenture computed and compounded as agreed from time to time between the Company and the Bank or in the absence of such agreement compounded quarterly according to the current practice for the time being of the Bank and computed at the rate of 2% (two per cent) per annum over the Bank's base rate from time to time and shall be payable as well after as before any demand on or judgment against the Company.

Please do not write in this margin **Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)**

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

Short particulars of all the property mortgaged or charged (continued)

Please do not  
write in this  
margin

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

2 5 all rights and interest of the Company in and claims under all policies of insurance and assurance now or hereafter held by or insuring to the benefit of the Company,

2 6 all uncalled capital and goodwill for the time being of the Company,

2.7 all patents patent applications trade marks trade names registered designs copyrights licences and similar rights for the time being of the Company and all present or future agreements relating to the use by the Company of any intellectual property rights and all present and future agreements under which the Company is entitled to the payment of any royalty fee or similar income, and

2 8 the Charged Debts.

3 By way of floating charge all the property assets and undetaking of the Company both present and future not subject to a fixed charge hereunder including (without limitation) any immovable property of the Company situated in Scotland and any other Charged Assets situated in Scotland falling within the typed mentioned in paragraph 2

4 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 (incorporated by Schedule 16 to the Enterprise Act 2002) shall apply to any floating charge created pursuant to this Debenture.

5. The Company covenants with the Bank that the Company will ensure that all sums at any time payable under any such policies of insurance shall be paid to the Bank (and if the same be not paid directly to the Bank by the insurers but paid to the Company then the Company shall be trustee of the same for the benefit of the Bank and shall account to the Bank accordingly) and shall (subject to any rights arising before the date of this Debenture in favour of any third party) at the option of the Bank be applied in making good or recouping expenditure in respect of the loss or damage for which such monies are received or in or towards discharge or reduction of any of the Secured Amounts.

6 The Debenture also contains covenants by the Company that it will not

6 1 create or attempt to create or permit to subsist any mortgage or charge upon or permit any lien or other encumbrance to arise on or affect all or any of the Charged Debts, or

6 2 create or attempt to create or permit to subsist any mortgage or charge upon or permit any lien or other encumbrance to arise on or affect all or any part of the Charged Assets, and

6 3 part with sell or dispose of all or except in the ordinary course of the Company's business and for the purpose of carrying on the same any of the Charged Assets

7. The Land more particularly described in the Schedule to the Debenture is

Description

Title Number

N/A



## **CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE**

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

**COMPANY NO. 3811133  
CHARGE NO. 4**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 21  
FEBRUARY 2008 AND CREATED BY THE LONDON JEWISH  
CULTURAL CENTRE FOR SECURING ALL MONIES DUE OR TO  
BECOME DUE FROM THE COMPANY TO CLYDESDALE BANK  
PUBLIC LIMITED COMPANY 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 1 MARCH 2008

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 8 MARCH 2008**



*Companies House*  
— for the record —

*Dx mel*



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES