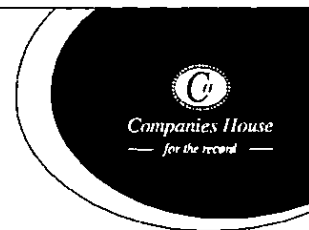


MG01

Particulars of a mortgage or charge



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

Please return
via
CH London Counter

THURSDAY



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LD5

08/11/2012

#26

COMPANIES HOUSE

1	Company details	For official use
Company number	0 4 2 8 1 8 3 1	→ Filing in this form Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *
Company name in full	EP3 Limited (the Chargor)	
2	Date of creation of charge	
Date of creation	d0 d5 m1 m1 y2 y0 y1 y2	
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	Debenture (the Debenture)	
4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	Continuation page Please use a continuation page if you need to enter more details
Amount secured	The actual, contingent, present and/or future obligations and liabilities of the Chargor under or pursuant to the Financing Documents	

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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

Name	Bank of Scotland plc (the Bank)
Address	The Mound
	Edinburgh
Postcode	E H 1 1 Y Z
Name	
Address	
Postcode	

Continuation page

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

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars See the MG01 Continuation Sheet attached

Continuation page

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


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Particulars of a mortgage or charge


7	Particulars as to commission, allowance or discount (if any)	
	<p>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</p> <ul style="list-style-type: none"> - subscribing or agreeing to subscribe, whether absolutely or conditionally, or - procuring or agreeing to procure subscriptions, whether absolute or conditional, <p>for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered</p>	
Commission allowance or discount	Nil	
8	Delivery of instrument	
	<p>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 870).</p> <p>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 866). 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).</p>	
9	Signature	
	Please sign the form here	
Signature	<p>Signature</p> <p>X <i>JWA Darter UK LLP</i> X</p> <p>This form must be signed by a person with an interest in the registration of the charge</p>	

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Particulars of a mortgage or charge


 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	Andrew Wood
Company name	SNR Denton UK LLP
Address	One Fleet Place
Post town	London
County/Region	Greater London
Postcode	E C 4 M 7 W S
Country	England
DX	DX 242
Telephone	020 7320 6531


 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

<p>Please make sure you have remembered the following</p> <ul style="list-style-type: none"> <input type="checkbox"/> The company name and number match the information held on the public Register <input type="checkbox"/> You have included the original deed with this form <input type="checkbox"/> You have entered the date the charge was created <input type="checkbox"/> You have supplied the description of the instrument <input type="checkbox"/> You have given details of the amount secured by the mortgagee or chargee <input type="checkbox"/> You have given details of the mortgagee(s) or person(s) entitled to the charge <input type="checkbox"/> You have entered the short particulars of all the property mortgaged or charged <input type="checkbox"/> You have signed the form <input type="checkbox"/> 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	<p>1 Creation of security</p> <p>1 1 The Chargor, with full title guarantee, charged in favour of the Bank</p> <ul style="list-style-type: none"> (a) by way of legal mortgage all estates or interests in the Legally Mortgaged Property, (b) by way of fixed charge all estates or interests in any freehold, leasehold and other immovable property now or at any time during the continuance of this security belonging to the Chargor (other than the Legally Mortgaged Property) and the proceeds of sale thereof and all buildings and trade and other fixtures from time to time on any such property belonging to or charged to the Chargor, (c) by way of fixed charge all plant, machinery, vehicles, computers and office and other equipment owned by the Chargor both present and future, (d) by way of fixed charge all book debts and other debts now and from time to time due or owing to the Chargor and all moneys which the Chargor receives in respect thereof, (e) by way of fixed charge all balances standing to the credit of the Bank Account, (f) by way of fixed charge all stocks, shares, debentures, bonds, notes and loan capital of <ul style="list-style-type: none"> (i) any Subsidiary, and (ii) any other body corporate, and all rights to subscribe for, redeem, convert other securities into or otherwise acquire any of the same which may now or hereafter belong to the Chargor, together with all dividends, interest and other income and all other rights of whatsoever kind deriving from or incidental to any of the foregoing, (g) by way of fixed charge the goodwill of the Chargor and its uncalled capital now or at any time hereafter in existence, (h) by way of fixed charge all copyrights, patents, patent applications, licences, trade marks, tradenames, know-how and inventions or other rights of every kind deriving therefrom now or at any time hereafter belonging to the Chargor and all fees, royalties and other rights of every kind deriving from such copyrights, patents, trade marks, tradenames, know-how and inventions, 	

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	<p>(i) by way of assignment by way of security all of the Chargor's rights, title and interest now or in the future in</p> <p>(i) all Rental Income,</p> <p>(ii) all agreements, contracts and policies of insurance now or in the future relating to the Legally Mortgaged Property together with all monies payable to the Chargor under each such agreement, contract or policy,</p> <p>(iii) all Hedging Contracts and all proceeds paid or payable thereunder,</p> <p>(iv) all payments, repayments and refunds of VAT due or owing by HM Customs & Excise to the Chargor,</p> <p>(v) the Completion Guarantee,</p> <p>(vi) the Undertaking,</p> <p>(vii) the agreement for underlease relating to the Legally Mortgaged Property made on the date of the Debenture between the Chargor (1) and the Trustees of the Imperial War Museum (2)</p> <p>(j) by way of floating charge the whole of the Chargor's undertaking and all its property, assets and rights, whatsoever and wheresoever, present and future, other than any property or assets from time to time or for the time being effectively mortgaged, assigned or charged to the Bank by way of fixed charge under the Debenture (Floating Charge Property)</p> <p>2 Negative Pledge</p> <p>In the Debenture, the Chargor undertook that without the prior written consent of the Bank it shall not nor shall it agree or purport to</p> <p>(a) create or permit to subsist any Encumbrance (other than Permitted Encumbrances) whether in any such case ranking in priority to or <i>pari passu</i> with or after the security created by this Debenture save to the extent permitted or required under the Credit Agreement, or</p> <p>(b) sell, discount, factor, transfer, lease, lend or otherwise dispose of, whether by means of one or a number of transactions related or not and whether at one time or over a period of time, the whole or any part of its undertaking or assets except as permitted under the Credit Agreement</p>	

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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>3 Definitions</p> <p>In this form MG01</p> <p>Bank Account means the bank account maintained by the Chargor in its name at the Bank designated the "Rent Account"</p> <p>Credit Agreement means a credit agreement dated 12 October 2001 made between the Chargor and the Bank (then named Halifax plc)</p> <p>Encumbrance means any mortgage, charge, assignment by way of security, pledge, hypothecation, lien, right of set-off, retention of title provisions or trust or flawed asset arrangement for the purpose of, or which has the effect of, granting security or other security interest of any kind whatsoever and any agreement, whether expressed to be conditional or otherwise, to create or grant any of the same or any agreement to sell or otherwise dispose of any asset on terms whereby such asset is or may be leased to or reacquired or acquired by the Chargor</p> <p>Financing Documents means the Credit Agreement, each Hedging Contract and the Security Documents</p> <p>Hedging Contract means an agreement in a form and with a counterparty acceptable to the Bank, entered into or to be entered into by the Chargor in order to hedge the Chargor's interest rate liabilities in relation to the Loan (such agreement to be of fixed duration so that it will expire on 6 October 2030)</p> <p>Legally Mortgaged Property means the leasehold land and buildings known as parts of the sub-basement, basement and sub-ground floors being The Cabinet War Rooms, Great George Street, London, SW1 registered at the Land Registry under title number NGL803987</p> <p>Loan means at any time, the aggregate of all advances made to the Chargor under the Credit Agreement that are outstanding at that time</p> <p>Occupational Lease means the lease dated 12 October 2001, between the Chargor and the Trustees, in the agreed form</p> <p>Permitted Encumbrance means</p> <ul style="list-style-type: none"> (a) all security interests under the Credit Agreement and any of the Security Documents, (b) any Encumbrance (including any right of set-off and any retention arrangement) under the Development Documents (as defined in the Credit Agreement), and (c) any liens arising solely by operation of law and in the ordinary course of business securing amounts not more than 21 days overdue 	

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	<p>Rental Income means on any day the aggregate amount of all rents, licence fees and other moneys reserved by or arising out of the Occupational Lease and all other moneys derived by the Chargor from any tenant or other occupier or any third parties relating to the Occupational Lease or the use and/or occupation of the Legally Mortgaged Property</p> <p>Security Documents means the Debenture, the other guarantees and security documents identified as Security Documents in the Credit Agreement, and any other guarantee or document creating, evidencing, or acknowledging security in respect of any of the obligations and liabilities of the Chargor under any Financing Document</p> <p>Subsidiary means a subsidiary within the meaning of section 736 of the Companies Act 1985</p> <p>Trustees means the Trustees of the Imperial War Museum, which body corporate is established and constituted by the Imperial War Museum Act 1920</p> <p>Undertaking means the letter of undertaking from the Department of Culture, Media and Sport addressed to the Bank in the agreed form</p> <p>4 Interpretation</p> <p>Any reference in this Form MG01 to</p> <p>(a) The Chargor or the Bank includes any one or more of its assigns, transferees and successors in title (in the case of the Chargor, so far as any such is permitted), and</p> <p>(b) A Financing Document (including the Debenture) or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended, novated, supplement, extended, restated or replaced from time to time</p>	



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 4281831
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 5 NOVEMBER
2012 AND CREATED BY EP3 LIMITED FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO
BANK OF SCOTLAND PLC 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 8 NOVEMBER 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12 NOVEMBER
2012

LC



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**