

MG01

Particulars of a mortgage or charge

000006/13

WEDNESDAY



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10/10/2012

#91

COMPANIES HOUSE

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 a Scottish  
company. To do this, please use  
form MG01s

For further information, please  
refer to our guidance at  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

<b>1 Company details</b>		For official use
Company number	9 9 5 2 3 1 0 0	<b>Filling in this form</b> Please complete in typescript or in bold black capitals  All fields are mandatory unless specified or indicated by *
Company name in full	THE LONDON CHILDRENS MUSEUM	
<b>2 Date of creation of charge</b>		
Date of creation	<sup>d</sup> 2 <sup>d</sup> 4 <sup>m</sup> 0 <sup>m</sup> 9 <sup>y</sup> 2 <sup>y</sup> 0 <sup>y</sup> 1 <sup>y</sup> 2	
<b>3 Description</b>		
Description	Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'	
	A Security Agreement dated DD/MM/YYYY (the "charge") between CLIENT NAMES IN FULL and J P Morgan International Bank Limited as security agent for itself and each of the Finance Parties (as defined below)	
<b>4 Amount secured</b>		
Amount secured	Please give us details of the amount secured by the mortgage or charge	
	All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Obligor to any Finance Party under any Finance Document, except for any obligation or liability which, if it were so included, would result in this Security Agreement contravening any law (including section 678 or section 679 of the Companies Act 2006 or an equivalent law in any jurisdiction), including without limitation, all Relevant Liabilities (as defined in the Private Client Terms) defined as "Secured Liabilities"	
	<b>Continuation page</b> 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

Name J P Morgan International Bank Limited (the "Security Agent") as agent and trustee for itself and each of the Finance Parties

Address 25 BANK STREET

London

Postcode E 1 4 5 J P

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

General

(a) All the security created under this Security Agreement

(i) is created in favour of the Security Agent,

(ii) is security for the payment, discharge and performance of all the Secured Liabilities, and  
(iii) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994

(b) The Security Agent holds the Security and the benefit of this Security Agreement on trust for the Finance Parties

Private Client Terms

The Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights under the Private Client Terms (including its rights to require the Custodian to deliver securities or cash to the Chargor or to its order)

Collateral Investments and Collateral Cash

The Chargor charges by way of a first fixed charge

(a) all Collateral Investments and all Related Rights,

(b) all Collateral Cash, and

(c) all other assets held by the Custodian for the Chargor from time to time

Master Agreement

The Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights under any Master Agreement

The Chargor must not

(a) create or permit to subsist any Security Interest on any Security Asset, or

(b) sell, transfer or otherwise dispose of

(i) any of its rights under the Private Client Terms or any Master Agreement, or

(ii) except as expressly allowed under the Private Client Terms, any of its rights to the Collateral Investments, the Collateral Cash or any other Security Asset

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

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

Nil

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 870)

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)

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

# MG01

## 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 Nicola Gorman

Company name J P Morgan International Bank Ltd

Address 1 Knightsbridge

Post town

County/Region London

Postcode S W 1 X 7 L X

Country United Kingdom

DX

Telephone 0207 742 4006



### 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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)



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

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

**COMPANY NO. 4921852  
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SECURITY AGREEMENT DATED 24  
SEPTEMBER 2012 AND CREATED BY THE LONDON  
CHILDREN'S MUSEUM FOR SECURING ALL MONIES DUE OR  
TO BECOME DUE FROM EACH OBLIGOR TO ANY FINANCE  
PARTY 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 10  
OCTOBER 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 16 OCTOBER  
2012

*f*



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES