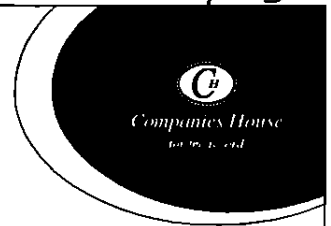


MG01

Particulars of a mortgage or charge

000001/13



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

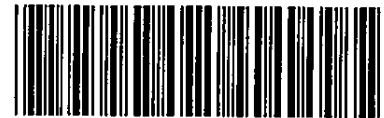
☒ What this form is for

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  
company. To do this, please  
use form MG01s

THURSDAY



A28 \*A10D316Y\* 12/01/2012 #36

COMPANIES HOUSE

For official use

1 Company details

Company number 7 0 2 2 2 2 4

Company name in full THE SACKLER TRUST

→ 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 d 1 d 0 m 0 m 1 y 2 y 0 y 1 y 2

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

A Security Agreement dated 10/01/2012 (the "charge") between THE SACKLER TRUST and J P  
Morgan International Bank Limited as security agent for itself and each of the Finance Parties (as  
defined below)

4 Amount secured

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

Amount secured

6000  
1  
64

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"

Continuation page

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

# MG01

## Particulars of a mortgage or charge

<b>5</b>	<b>Mortgagee(s) or person(s) entitled to the charge (if any)</b>	
	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	125 London Wall	
	London	
Postcode	E C 2 Y 5 A J	
Name		
Address		
Postcode		


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

<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p><b>General</b></p> <p>(a) All the security created under this Security Agreement</p> <p>(i) is created in favour of the Security Agent,</p> <p>(ii) is security for the payment, discharge and performance of all the Secured Liabilities, and</p> <p>(iii) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994</p> <p>(b) The Security Agent holds the Security and the benefit of this Security Agreement on trust for the Finance Parties</p> <p><b>Private Client Terms</b></p> <p>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)</p> <p><b>Collateral Investments and Collateral Cash</b></p> <p>The Chargor charges by way of a first fixed charge</p> <p>(a) all Collateral Investments and all Related Rights,</p> <p>(b) all Collateral Cash, and</p> <p>(c) all other assets held by the Custodian for the Chargor from time to time</p> <p><b>Master Agreement</b></p> <p>The Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights under any Master Agreement</p> <p><b>The Chargor must not</b></p> <p>(a) create or permit to subsist any Security Interest on any Security Asset, or</p> <p>(b) sell, transfer or otherwise dispose of</p> <p>(i) any of its rights under the Private Client Terms or any Master Agreement, or</p> <p>(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</p>	

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

# MG01

## Particulars of a mortgage or charge

7	<b>Particulars as to commission, allowance or discount (if any)</b>	
Commission allowance or discount	<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"> <li>- subscribing or agreeing to subscribe, whether absolutely or conditionally, or</li> <li>- procuring or agreeing to procure subscriptions, whether absolute or conditional,</li> </ul> <p>for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered</p> <p>Nil</p>	
8	<b>Delivery of instrument</b>	
	<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	<b>Signature</b>	
Signature	<p>Please sign the form here</p> <p>Signature</p> <p>X  X</p> <p>This form must be signed by a person with an interest in the registration of the charge</p>	

# 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 **Richard Walton**

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 8973**



### 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)



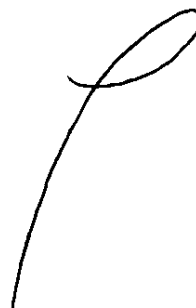
**CERTIFICATE OF THE REGISTRATION  
OF A MORTGAGE OR CHARGE**

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

COMPANY NO. 7022224  
CHARGE NO. 1

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SECURITY AGREEMENT DATED 10  
JANUARY 2012 AND CREATED BY THE SACKLER TRUST 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 12 JANUARY 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 18 JANUARY  
2012



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES