

MG01

Particulars of a mortgage or charge



132456/13

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

FRIDAY



L90RXSJT

LD6

18/03/2011

13

COMPANIES HOUSE

1

Company details

Company number

0 1 9 5 0 4 9 7

Company name in full

NDS Group Limited (the "Company")

3

For official use

→ **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

d1 d0 m0 m3 y2 y0 y1 y1

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 "Security Document") dated 10 March 2011 between the Company and J P Morgan Europe Limited as security agent for the Secured Parties (the "Security Agent", which expression includes its successors)

4

Amount secured

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

Amount secured

The "Secured Obligations", which are defined in the Credit Agreement to mean (a) the Obligations, (b) the due and punctual payment and performance of all obligations of the Borrowers and the other Loan Parties under each Hedging Agreement entered into with any counterparty that is a Secured Party and (c) the due and punctual payment and performance of all obligations of the Borrowers and the other Loan Parties (including overdrafts and related liabilities) under each Treasury Services Agreement existing on or entered into after the Closing Date, in each case with any counterparty that is a Secured Party

Continuation page

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

Continuation page

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

Name J P Morgan Europe Limited

Address 125 London Wall

London

Postcode E C 2 Y 5 A J

Name

Address

Postcode

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page

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

Short particulars Please see attached continuation pages

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 866).

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 870). 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

Linklaters LLP

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 Paul Doe

Company name Linklaters LLP

Address One Silk Street

Post town London

County/Region London

Postcode EC2Y 8HQ

Country UK

DX 10 LONDON/CITY

Telephone 020 7456 2000

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 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

Short particulars of all the property mortgaged or charged

Continuation page (1)

NDS Group Limited 01950497

1 FIXED CHARGES

1.1 Fixed security over Real Property

The Company as continuing security for the payment, discharge and performance of the Secured Obligations at any time owed or due to the Secured Parties (or any of them), charged in favour of the Security Agent (as trustee for itself and on behalf of the Secured Parties)

- (a) by way of first ranking mortgage, the Mortgaged Property other than any leasehold properties where the consent of a third party is required for such first ranking mortgage to be granted, and
- (b) (to the extent the same is not the subject of an effective mortgage under Clause 3.1(a) (*Fixed security over Real Property*) of the Security Document) by way of first ranking fixed equitable charge, all other present and future Real Property including the Charged Property wherever situated at the date of the Security Document or hereafter belonging to it other than any leasehold properties where the consent of a third party is required for such first ranking fixed charge to be granted. The Company is not obliged to obtain nor investigate the possibility of obtaining any such third party's consent

1.2 Fixed security over specific assets

The Company as continuing security for the payment, discharge and performance of the Secured Obligations at any time owed or due to the Secured Parties (or any of them), charged in favour of the Security Agent (as trustee for itself and on behalf of the Secured Parties) by way of first ranking fixed charge

- (a) all its present and future plant, machinery, computers, vehicles, office or other equipment at the date of the Security Document or in the future owned by it and its interest in any plant, machinery, computers, vehicles, office or other equipment in its possession (but excluding for the time being any part of the Company's stock-in-trade or work-in-progress) and the benefit of all contracts, licences and warranties relating to them, in the case of any plant and machinery, to the extent not already mortgaged or charged under Clause 3.1 (*Fixed security over Real Property*) of the Security Document,
- (b) all its present and future Book Debts,
- (c) all its present and future Bank Accounts,
- (d) all its present and future goodwill,
- (e) all its present and future uncalled capital,
- (f) all its Charged Intellectual Property, and
- (g) all its present and future beneficial interest in any pension fund

Short particulars of all the property mortgaged or charged

Continuation page (2)

NDS Group Limited 01950497

1 3 Fixed security over Investments and Group Shares

The Company as continuing security for the payment, discharge and performance of the Secured Obligations at any time owed or due to the Secured Parties (or any of them) charged in favour of the Security Agent (as agent and trustee for the Secured Parties)

- (a) by way of first ranking fixed charge all Group Shares held at the date of the Security Document or in the future by it and/or any nominee on its behalf, and
- (b) by way of first ranking fixed charge all Investments held at the date of the Security Document or in the future by it and/or any nominee on its behalf

2 ASSIGNMENTS

2 1 Assignments

The Company as continuing security for the payment, discharge and performance of the Secured Obligations at any time owed or due to the Secured Parties (or any of them), assigned and agreed to assign to the Security Agent (as trustee for itself and on behalf of the Secured Parties) absolutely all its right, title, interest and benefit (if any) in and to the Insurances

3 FLOATING CHARGE

3 1 Creation

The Company, as continuing security for the payment, discharge and performance of the Secured Obligations at any time owed or due to the Secured Parties (or any of them), charged in favour of the Security Agent (as agent and trustee for the Secured Parties) by way of first ranking floating charge its undertaking and all its assets, of whatever type and wherever located, both present and future (including assets expressed to be charged by Clause 3 (*Fixed security*) of the Security Document)

Note (1): In this Form, except to the extent that the context requires otherwise

"Administrative Agent" means JPMorgan Chase Bank, N A as administrative agent for the Lenders, and each person appointed as successor thereto

"Affiliate" means, when used with respect to a specified person, another person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the person specified, provided, however, that for the purposes of Section 6 08 of the Credit Agreement, the term "Affiliate" shall also include (a) any person that directly or indirectly owns more than 20% of any class of Equity Interests (as defined in the Credit Agreement) of the person specified or (b) any person that is an executive officer or director of the person specified

"Agents" means the Administrative Agent, the London Agent and the Security Agent, and **"Agent"** shall mean any of them

Short particulars of all the property mortgaged or charged

Continuation page (3)

NDS Group Limited 01950497

"Bank Accounts" of the Company means all current, deposit or other accounts with any bank or financial institution or other person which it at the date of the Security Document or in the future owns or (to the extent of its interest) in which it at the date of the Security Document or in the future has an interest and all balances at the date of the Security Document or in the future standing to the credit of those accounts (including interest) and the debts represented by them and includes any replacement, substitute or additional account from time to time whether by way of transfer of monies, redesignation, renumbering, or otherwise and any sub-account(s) of such accounts

"Book Debts" of the Company means all book and other debts of any nature, and all other rights to receive money (excluding Bank Accounts), at the date of the Security Document or in the future due, owing or payable to it and the benefit of all related negotiable instruments, rights, Liens, guarantees and indemnities of any kind

"Borrowers" means NDS Finance Limited, NDS Holdings (Europe) Limited and NDS Treasury (Americas), LLC

"Charged Intellectual Property" means

- (a) all Intellectual Property owned by the Company which is described in Schedule 4 (*Intellectual Property*) to the Security Document, and
- (b) all Licensed Intellectual Property

"Charged Property" means the Real Property described in Part 2 of Schedule 2 (*Real Property*) of the Security Document which is the subject of a first fixed equitable charge in accordance with Clause 3 (*Fixed Security*) of the Security Document

"Closing Date" shall mean the date of the initial Credit Extension under the Credit Agreement

"Control" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a person, whether through the ownership of voting securities, by contract or otherwise, and the term **"Controlled"** shall have a meaning correlative thereto

"Credit Agreement" means the credit agreement made between the Lenders, NDS Finance Limited, the Administrative Agent, the Security Agent and others dated as of 10 March 2011 (as amended and/or restated from time to time)

"Credit Extension" shall mean the making of a Loan by a Lender or the issuance, amendment, renewal or extension of a Letter of Credit by an Issuing Bank

"Group" means the Company and each of its Restricted Subsidiaries for the time being

"Group Shares" means all shares in the members of the Group described in Schedule 3 (*Group Shares*) of the Security Document as set out in Note (3) to this Form

"Guarantors" has the meaning given to it in the Credit Agreement

Short particulars of all the property mortgaged or charged

Continuation page (4)

NDS Group Limited 01950497

"Hedging Agreement" means any swap, cap, collar, forward purchase or similar agreements or arrangements dealing with interest rates, currency exchange rates or commodity prices, either generally or under specific contingencies

"Indemnitee" means the Administrative Agent (and any sub-agent thereof), the London Agent (and any sub-agent thereof), the Security Agent (and any sub-agent thereof), each Arranger (as defined in the Credit Agreement), each Bookrunner (as defined in the Credit Agreement), each Issuing Bank, each Lender and each Related Party of any of the foregoing persons

"Insurances" of the Company means all contracts and policies of insurance of any kind at the date of the Security Document or in the future taken out by or on behalf of it or (to the extent of its interest) in which it at the date of the Security Document or in the future has an interest and which, if a claim were made under that contract or policy, would be capable of triggering the provisions of paragraph (e) of Section 2.12 (*Optional and Mandatory Prepayment of Loans*) of the Credit Agreement

"Intellectual Property" means any patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered, and including any applications for any of the foregoing

"Investments" of the Company means

- (a) securities and investments of any kind (including shares, stock, debentures, units, depositary receipts, bonds, notes, commercial paper and certificates of deposit),
- (b) warrants, options or other rights to subscribe for, purchase or otherwise acquire securities and investments,
- (c) dividends, interest and distributions of any kind and any other sum received or receivable in respect of any such securities and investments,
- (d) all stocks, shares, securities (and the dividends or interest thereon), rights, money, allotments, benefits or property accruing or offered at any time by way of redemption, bonus, preference, option or subscription rights or otherwise to or in respect of any such securities or investments or in substitution, conversion or exchange for any such securities or investments,
- (e) all rights relating to securities and investments which are deposited with, or registered in the name of, any depositary, custodian, nominee, clearing house or system, investment manager, chargee or other similar person or their nominee, in each case whether or not on a fungible basis (including rights against any such person), and
- (f) all other rights and assets attaching to, deriving from or exercisable by virtue of the ownership of any such securities or investments,

Short particulars of all the property mortgaged or charged

Continuation page (5)

NDS Group Limited 01950497

in each case at the date of the Security Document or in the future owned by it legally or beneficially or (to the extent of its interest) in which it at the date of the Security Document or in the future has an interest including (without limitation) any Group Shares

"Issuing Bank" shall mean, as the context may require, (a) JPMorgan Chase Bank, in its capacity as the issuer of Letters of Credit (unless such person shall have ceased to be an Issuing Bank as provided in paragraph (k) of Section 2.04 (*Letters of Credit*) of the Credit Agreement) and (b) each Revolving Lender that shall have become an Issuing Bank in accordance with paragraph (j) of Section 2.04 (*Letters of Credit*) of the Credit Agreement (other than any person that shall have ceased to be an Issuing Bank as provided in paragraph (k) of Section 2.04 (*Letters of Credit*) of the Credit Agreement), each in its capacity as an issuer of Letters of Credit under the Credit Agreement. The Issuing Bank may, in its discretion, arrange for one or more Letters of Credit to be issued by Affiliates of the Issuing Bank, in which case the term "Issuing Bank" shall include any such Affiliate with respect to Letters of Credit issued by such Affiliate.

"Lenders" means (a) the financial institutions that have become a party to the Credit Agreement pursuant to a Lender Addendum (as defined in the Credit Agreement) and (b) any financial institution that has become a party to the Credit Agreement pursuant to an Assignment and Assumption (as defined in the Credit Agreement), other than, in each case, any such financial institution that has ceased to be a party to the Credit Agreement pursuant to an Assignment and Assumption (as defined in the Credit Agreement).

"Letter of Credit" means any letter of credit issued pursuant to the Credit Agreement.

"Licensed Intellectual Property" means the benefit of all rights that the Company has to use Intellectual Property owned by any third party (including any other member of the Group).

"Lien" shall mean, with respect to any property, (a) any mortgage, deed of trust, lien, pledge, encumbrance, claim, charge, assignment, hypothecation, security interest or encumbrance of any kind, including any easement, right-of-way or other encumbrance on title to Real Property, in each of the foregoing cases whether voluntary or imposed by law, and any agreement to give any of the foregoing, (b) the interest of a vendor or a lessor under any conditional sale agreement, capital lease or title retention agreement relating to such property, and (c) in the case of securities, any purchase option, call or similar right of a third party with respect to such securities, provided that in no event shall an operating lease be deemed to constitute a Lien.

"Loan" shall mean the loans made by the Lenders to the Borrowers pursuant to Section 2.01 (*Commitments*) of the Credit Agreement in the form of Tranche A Loans, Tranche B Loans or Revolving Loans (each as defined in the Credit Agreement) or pursuant to Section 2.19 (*Increase in Commitments*) of the Credit Agreement in the form of Incremental Loans (as defined in the Credit Agreement).

"Loan Documents" has the meaning given to it in the Credit Agreement.

"Loan Parties" means, collectively, the Borrowers and the Guarantors.

Short particulars of all the property mortgaged or charged

Continuation page (6)

NDS Group Limited 01950497

"London Agent" means J P Morgan Europe Limited as London agent for the Lenders, and each person appointed as successor thereto

"Mortgaged Property" means, in respect of the Company, the Real Property described in Schedule 2 (*Real Property*) to the Security Document which is the subject of a first ranking mortgage in accordance with Clause 3.1 (*Fixed security over Real Property*) of the Security Document

"Obligations" means (a) obligations of the Borrowers and the other Loan Parties from time to time arising under or in respect of the due and punctual payment of (i) the principal of and premium, if any, and interest (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) on the Loans, when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise, (ii) each payment required to be made by the Borrowers under the Credit Agreement in respect of any Letter of Credit, when and as due, including payments in respect of reimbursement of disbursements, interest thereon and obligations to provide cash collateral and (iii) all other monetary obligations, including fees, costs, expenses and indemnities, whether primary, secondary, direct, contingent, fixed or otherwise (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), of the Borrowers and the other Loan Parties under the Credit Agreement and the other Loan Documents, and (b) the due and punctual performance of all covenants, agreements, obligations and liabilities of the Borrowers and the other Loan Parties under or pursuant to the Credit Agreement and the other Loan Documents

"Real Property" means freehold and leasehold property in England and Wales (in each case including any estate or interest therein, all buildings and structures thereon, all rights from time to time attached or relating thereto and all Fixtures from time to time therein or thereon)

"Related Parties" means, with respect to any person, such person's Affiliates and the directors, officers, employees, agents and advisors of such person and of such person's Affiliates

"Restricted Subsidiaries" has the meaning given to it in the Credit Agreement

"Revolving Lender" shall mean a Lender with a Revolving Commitment or, if the Revolving Commitments have terminated or expired, a Lender with Revolving Exposure (each as defined in the Credit Agreement)

"Secured Parties" means, collectively, (a) each Agent, each Lender, each Issuing Bank and each Indemnitee, (b) each counterparty to a Hedging Agreement or Treasury Services Agreement existing on or entered into after the Closing Date if such counterparty was an Agent, a Lender or an Affiliate of an Agent or a Lender (i) on the Closing Date, in the case of a Hedging Agreement or Treasury Services Agreement existing on the Closing Date or (ii) at the date of entering into such Hedging Agreement or Treasury Services Agreement, in the case of a Hedging Agreement or Treasury Services Agreement entered into after the Closing Date and (c) the permitted successors, assigns and novatees of each of the foregoing

Short particulars of all the property mortgaged or charged

Continuation page (7)

NDS Group Limited 01950497

"Treasury Services Agreement" means any agreement relating to treasury, depositary and cash management services or automated clearinghouse transfer of funds

Note (2):

The Real Property specified in Part 2 of Schedule 2 (*Real Property*) to the Security Document is as follows

Part 1 – Mortgaged Property

Property	Title Numbers
None	N/A

Part 2 – Charged Property

Property	Title Numbers
None	N/A

Note (3)

The Group Shares specified in Schedule 3 (*Group Shares*) of the Security Document are as follows

Name of company in which Group Shares are held
NDS Finance Limited

Note (4):

The Intellectual Property specified in Schedule 4 (*Intellectual Property*) to the Security Document is as follows

Patents

TITLE	APPLICATION NO.	GRANT NO	JURISDICTIONS	STATUS
None	N/A	N/A	N/A	N/A

Trade Marks

MARK	NUMBER	CLASS(ES)	JURISDICTION	STATUS
None	N/A	N/A	N/A	N/A

Short particulars of all the property mortgaged or charged

Continuation page (8)

NDS Group Limited 01950497

Note (5). The Security Document provides that

- 1 **Liens** The Company shall not create or permit to subsist any Lien over any Charged Asset other than pursuant to a Permitted Debenture Transaction
- 2 **Disposal:** The Company shall not (nor shall the Company agree to) enter into a single transaction or series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, transfer or otherwise dispose of any Charged Asset other than pursuant to a Permitted Debenture Transaction
- 3 **Conversion by Notice** Subject to Clause 5.5 (*Insolvency Act 2000, void provisions*) of the Security Document, the Security Agent may, to the extent competent under applicable law, convert any floating charge into a fixed charge by notice to the Company (specifying the relevant Charged Assets affected)
 - 3.1 if it reasonably considers that any of the Charged Assets may be in jeopardy or in danger of being seized or sold pursuant to any form of legal process, or
 - 3.2 if it reasonably considers that it is desirable in order to protect the priority of the security, and/or
 - 3.3 while an Enforcement Event is continuing
- 4 **Automatic Conversion** Subject to Clause 5.5 (*Insolvency Act 2000, void provisions*) of the Security Document, and in addition to the circumstances in which the same will occur under general law, if
 - 4.1 a resolution is passed or an order is made for the Winding-up of the Company other than a Permitted Debenture Transaction,
 - 4.2 if the Company creates or attempts to create a trust over any of the Charged Assets secured by the floating charge granted by the Company pursuant to Clause 5.1 (*Creation*) of the Security Document,
 - 4.3 the holder of any other Lien whether ranking in priority to or *pari passu* with or after the Charges contained in the Security Document appoints an Administrator, an administrative receiver, receiver, manager or receiver and manager in respect of the Company (or its assets), or
 - 4.4 any person takes any step to effect any expropriation, attachment, sequestration, distress or execution against any of those Charged Assets,

the floating charge created by the Company under the Security Document over the relevant Charged Assets that are subject to the floating charge shall (to the extent competent under applicable law) automatically and immediately (without any notice) be converted into fixed charges over such Charged Assets

Short particulars of all the property mortgaged or charged

Continuation page (9)

NDS Group Limited 01950497

For the purposes of this Note (5)

"Administrator" means an administrator appointed under schedule B1 to the Insolvency Act 1986 (as amended by the Insolvency Act 2000 and the Enterprise Act 2002)

"Charged Assets" means the assets from time to time subject, or expressed to be subject, to the Charges or any part of those assets

"Charges" means all or any of the Liens created or expressed to be created by or pursuant to the Security Document

"Enforcement Event" means following the occurrence of an Event of Default, (a) the issue of a notice by the Administrative Agent under any provision of Section 8.01 (*Events of Default*) of the Credit Agreement or (b) the automatic acceleration of the Loans

"Event of Default" means the events set out in Section 8.01 (*Events of Default*) of the Credit Agreement

"Permitted Debenture Transaction" means any transaction, arrangement, agreement, investment, security, disposal, acquisition, loan or payment permitted by the Credit Agreement

"Winding-up" means winding up, amalgamation, reconstruction, administration, dissolution, liquidation, merger or consolidation or any analogous procedure or step in any jurisdiction



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 1950497
CHARGE NO. 3

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 10 MARCH
2011 AND CREATED BY NDS GROUP LIMITED FOR SECURING
ALL MONIES DUE OR TO BECOME DUE FROM THE
BORROWERS AND THE OTHER LOAN PARTIES 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
18 MARCH 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 22 MARCH 2011

ec



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES