

001728/13
MG01

Particulars of a mortgage or charge



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

THURSDAY



LD4

LLU5SLP7

15/07/2010

42

COMPANIES HOUSE

1 Company details		<div>21 <small>For official use</small></div> <div>Filing in this form Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *</div>
Company number	2 6 6 8 4 5 9	
Company name in full	CANAL + IMAGE UK LIMITED (the "Chargor")	
2 Date of creation of charge		
Date of creation	d 0 7 m 0 7 y 2 0 y 1 0	
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	Deed of Security Assignment and Charge in respect of a film provisionally entitled "The Awakening" (the "Film") between the Chargor and the Chargee as defined below (the "Charge")	
4 Amount secured		
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	Please see continuation page attached	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

Name

The British Broadcasting Corporation

Address

Broadcasting House

London (the "Chargee")

Postcode

W 1 A 1 A A

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

Please see continuation page attached

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

N/A

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  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 Livy Sandler

Company name BBC Films

Address Room 6023, BBC TVC

Wood Lane

Post town London

County/Region

Postcode W 1 2 7 R J

Country

DX

Telephone 020 8225 8406



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

MG01 - continuation page

Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>All the Chargor's present and future obligations and liabilities (actual or contingent) under the Relevant Agreements to which it is a party in any currency or currencies (whether or not for the payment of money and including any obligation to pay damages for breach of contract, any obligation to make restitution and all liabilities acquired by the Chargor from any third party) which are or are expressed to be, or may become payable or owing to the Chargee in connection with any Relevant Agreements together with all costs, charges, taxes or expenses incurred by the Chargee which the Chargor is obliged to pay under any Relevant Agreement, and</p> <p>The Chargor will fully and promptly pay to the Chargee and discharge when due the BBC Advance and all other payment obligations of the Producer to the Chargee pursuant to the Relevant Agreements</p> <p>Capitalised terms not otherwise defined in this Form MG01 shall have the meanings specified in the Form MG01 short particulars of all the property mortgaged or charged continuation sheets attached</p>	

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

1 CHARGE

1 1 The Chargor, by way of continuing security for the payment and performance of the Secured Obligations charged by way of first fixed charge in favour of the Chargee, the Chargor's right, title and interest in and to the following throughout the universe excluding only the UK Tax Credit Account and the UK Tax Credit Receipts

1 1 1 all copies of the Film and any music and / or sound recordings or other works produced in connection with the Film and all materials in tangible or intangible form incorporating or reproducing the same or any part or element thereof,

1 1 2 all rights and properties, including, without limitation, physical properties created or acquired or to be created or acquired in connection with the production of the Film,

1 1 3 all sums from time to time standing to the credit of the Chargor in the Accounts subject to the provisions of any agreement (including, but not limited to, the Collection Agreement), to which the Chargee is a party, relating to the allocation of such sums,

1 1 4 the revenues from book debts owed to the Chargor in respect of, and proceeds of, any or all of the above,

1 1 5 (insofar as not effectively assigned pursuant to Clause 2 below) those items referred to in Clause 2 below,

1 1 6 any and all plant and machinery, fixture or equipment or chattels relating to the Film now or hereafter belonging to the Chargor,

1 1 7 all other tangible properties created or to be created or acquired by the Chargor in connection with the Film,

1 1 8 (insofar as not effectively assigned pursuant to Clause 2 below) all rights and claims to which the Chargor is or may become entitled in respect of any policy of insurance in respect of any item charged or assigned hereunder

1 2 The Chargor, by way of continuing security for the full and timely payment and performance of the Secured Obligations, charged in favour of the Chargee by way of floating charge all the undertaking of the Chargor in respect of the Film, including, but not limited to, all rights, assets, property, stock-in-trade and cash in the bank or otherwise now, or at any time during the continuance of the Charge, belonging to the Chargor in each case only in respect of the Film and the Chargor agreed not to part with, sell or dispose of the whole or part of its said undertaking and assets in respect of the Film (except by way of sale in the ordinary course of its business and for the purpose of carrying on the same and without prejudice to the above-mentioned legal charge and assignment)

1 3 The floating charge referred to in Clause 1 2 shall automatically be converted into a fixed charge as regards all the assets subject to the said floating charge without notice from the Chargee to the Chargor upon the happening of (i) any Event of Default, (ii) if the Chargor creates or attempts to create any Encumbrance over all or any of the assets subject to the said floating charge, or (iii) if any person levies or attempts to levy any distress, execution, sequestration or other process against any of the assets subject to the said floating charge

1 4 The Chargor undertook to hold upon trust for the Chargee absolutely the entire interest and benefit of the Chargor in and to all that Collateral or any part thereof which cannot be charged or assigned by the Chargor together with, without limitation, all proceeds, money and other rights and benefits to which the Chargor is beneficially entitled in respect of such Collateral

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 5 The Chargor covenanted with the Chargee that the Chargor shall not without the Chargee's prior written consent create or permit to arise or to subsist any encumbrance, charge or pledge upon the whole or any part of the Collateral other than those referred to in the Interparty Agreement</p> <p>1 6 If the Chargor charged, pledged or otherwise encumbered any of the Collateral the charges created in favour of the Chargee (subject to the provisions of the Interparty Agreement) rank in priority to such other charges, pledges or encumbrances whether they be fixed, floating or otherwise</p> <p>2 ASSIGNMENT</p> <p>The Chargor, by way of continuing security for the payment and performance of the Secured Obligations assigned to the Chargee with full title guarantee (and insofar as necessary by way of present assignment of future copyright pursuant to section 91 of the Copyright, Designs and Patents Act 1988 as the same may be amended or replaced from time to time) all of its right, title and interest in and to the following excluding only the UK Tax Credit Account and the UK Tax Credit Receipts</p> <p>2 1 the entire copyright and all of the Chargor's other rights in and to the Film and all elements contained therein and in any music, music compositions and / or recordings including lyrics and all rights to exploit the same and to produce, publish, reproduce and synchronise all or any of the same and other copyright works produced by or for the Chargor in connection with the Film,</p> <p>2 2 the rights of copyright and other rights in all underlying material acquired or created by the Chargor to enable the Film to be produced and exploited in any and all media and by any and all means now known or invented in the future,</p> <p>2 3 all literary, property and ancillary rights (including, without limitation, all publishing, and merchandising rights) in the Film but excluding the Future Film Rights,</p> <p>2 4 all contracts and contract rights, agreements for personal services, book debts and all personal property of the Chargor relating to the Film or to any literary property and ancillary rights therein and the benefit of any insurance policy taken out in connection with the Film,</p> <p>2 5 all other rights and tangible and intangible properties created or acquired or to be created or acquired by the Chargor in connection with the Film,</p> <p>2 6 all rights to distribute, lease, licence, sell, exhibit, broadcast or otherwise deal with the Film, underlying material and ancillary rights by all methods and means in all media throughout the universe including, without limitation, the Chargor's entitlement to receive all monies and other proceeds derived therefrom,</p> <p>2 7 all the Chargor's rights, interests and benefits in and to the Relevant Agreements,</p>

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>2 8 the revenues from book debts owed to the Chargor or in respect of, and proceeds of, any or all of the above including, without limitation, any and all sums, proceeds, money, products, profits or other property obtained or to be obtained from the distribution, exhibition, sale or other uses or dispositions of the Film or any part of the Film, including, without limitation, all proceeds, profits and products, whether in money or otherwise, from the sale, rental or licensing of the Film and / or any of the elements of the Film including, without limitation, from rights in underlying material or ancillary collateral, allied, subsidiary and merchandising rights,</p> <p>For the Chargee TO HOLD the same absolutely, throughout the universe, for the full period of copyright (or other rights) in the same wherever subsisting or acquired and all renewals and extensions thereof, and thereafter (insofar as may be or become possible) in perpetuity</p> <p>3 DEFINITIONS</p> <p>In this Form MG01 words and expressions shall, unless the context otherwise requires, have the following meanings respectively</p> <p>References to "copyright", "films", "sound recordings", "copies of films and sound recording" and to all other rights herein mentioned shall (where the context requires or admits) be construed in accordance with the Copyright, Designs and Patents Act 1988 and the covenants implied by sections 2(i) and 3(i) of the Law of Property (Miscellaneous Provisions) Act 1994 shall apply to the assignment</p> <p>"Accounts" means the Production Account and any account established for the Film other than the UK Tax Credit Account or the Chargor's interest in any collection account for the Film,</p> <p>"Associated Company" means in relation to any company, another company which is a subsidiary of, or a holding company of, or another subsidiary of the holding company of, that company or another company or is an associated company or associate within the meaning of sections 416 and 417 of the Income and Corporation Taxes Act 1988 and section 435 of the Insolvency Act 1986,</p> <p>"Collateral" means the property, assets and interests (whether present or future) charged or assigned or to be charged or assigned or each or any of them or part thereof under the Charge in favour of the Chargee and all other property and assets which at any time are or are required to be charged in favour of the Chargee under the Charge,</p> <p>"Collection Agreement" means the collection agreement relating to the Film entered into by inter alia the Chargor, the Chargee, Awakening Productions Limited, Creative Scotland, Lip Sync, StudioCanal S A and Film Finances, Inc as the same may be amended, varied and supplemented from time to time,</p> <p>"Completion Guarantee" means the guarantee of completion of the Film given by Film Finances, Inc in favour of inter alia the Chargee,</p> <p>"Creative Scotland" means Creative Scotland, a public body established by the Public Services Reform (Scotland) Act 2010,</p>	

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>"Creative Scotland Agreement" means the production and financing agreement entered into between Chargor, the Film Production Company and Creative Scotland,</p> <p>"Deed" means the Deed of Security Assignment and Charge dated 7th July 2010,</p> <p>"Distribution Agreements" means the distribution agreements in respect of the Film to be entered into between the Chargor and each of StudioCanal S A , Optimum Releasing Limited and Kinowelt GmbH,</p> <p>"Encumbrance" means any mortgage, charge, assignment for the purpose of security, pledge, lien, right of set off, arrangement for retention of title or hypothecation or trust 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 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 person so agreeing or disposing,</p> <p>"Event of Default" means any of the following occurrences</p> <ul style="list-style-type: none"> (i) the occurrence of any event set out in Clause 29 of the Standard Terms and Conditions of the BBC Agreement, (ii) default in the repayment of the Debt or any instalment on the due date, whether of principal or interest or any Relevant Party fails to pay any sum expressed to be payable by it under any Relevant Agreement at the time and otherwise in the manner specified in the Relevant Agreement, (iii) failure, refusal or neglect by the Chargor to duly and promptly observe or perform any of the terms of the Charge, the BBC Agreement, or failure, refusal or neglect by a Relevant Party to duly and promptly observe or perform any terms of the Relevant Agreements or any agreed amendment thereto or any event of default pursuant to any of these agreements, (iv) breach by any of the parties thereto (other than the Chargee) of the terms of the Relevant Agreements or the occurrence of an event of default under any Relevant Agreement or termination of any Relevant Agreement, (v) the giving of any representation, warranty or covenant by the Chargor or the furnishing of any statements furnished by the Chargor or any person on its behalf or contained in any certificate, statement, legal opinion or notice delivered or made in, under or in connection with the Relevant Agreements, that is incorrect or misleading in any respect considered by the Chargee to be material (vi) it becoming illegal for any Relevant Party to perform their obligations under the BBC Agreement, the Relevant Agreements or the Charge, (vii) sale, transfer or disposal (or a decision to proceed with the same) (whether or not for full consideration) by a Relevant Party without the prior consent of the Chargee of all or a substantial part of its undertaking or assets or the creation of any mortgage, charge or other security or promissory interest upon any of the Chargor's undertakings or assets, (viii) the occurrence, in the opinion of the Chargee, of a material adverse change in the business, assets or financial condition of a Relevant Party, (ix) a meeting of creditors of a Relevant Party being held or the proposal or acceptance of an arrangement or composition with, or an assignment for the benefit of, creditors of or negotiations are commenced with a view to a general readjustment or re-scheduling of all or any part of the liabilities of a Relevant Party (including any voluntary arrangement pursuant to the Insolvency Act 1986),

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>(x) the presentation of a petition (which is not discharged within seven (7) days) or a meeting being convened for the purpose of considering a resolution, for the making of an administration order or the winding-up, bankruptcy or dissolution of a Relevant Party,</p> <p>(xi) the appointment of a trustee, supervisor, Receiver, administrator (in bankruptcy or otherwise), administrative receiver or other encumbrancer over, the taking of any step with a view to taking possession of or being appointed over, or the levy or enforcement of any distress, execution or other process in relation to, the whole or any part of the assets of a Relevant Party,</p> <p>(xii) an application being presented for the making of an administration order, or service on any person of a notice of intention to appoint an administrator or the making of any such appointment in relation to the Chargor, or the convening of a meeting for the purpose of considering a resolution for the making of such an application or the service of such a notice, a Relevant Party (or any Associated Company) ceasing or threatening to suspend making payments with respect to all or any class of debts or being deemed or becoming unable to pay its debts (within the meaning set out in section 123 of the Insolvency Act 1986),</p> <p>(xiii) any liabilities, indebtedness, guarantee, indemnity or similar obligation of a Relevant Party not being paid or repaid when due or called upon or any such liabilities, indebtedness or obligation being declared due prior to its due date or if any facility or commitment available to any Relevant Party relating to such liabilities, indebtedness or obligation is withdrawn, suspended or cancelled by reason of a default (howsoever described) of the person concerned, or if any Relevant Party goes into default under or commits a breach of any agreement relating to any such liabilities or indebtedness,</p> <p>(xiv) any event which would result in the crystallisation of any floating charge over the whole or any part of the undertaking and assets of a Relevant Party,</p> <p>(xv) any encumbrance or any guarantee or indemnity given by a Relevant Party or the Chargor or any of its Associated Companies, whether or not contained in the Charge, in favour of the Chargee ceasing to be in full force or effect or (in the case of a charge) ceasing to rank in the manner expressed therein,</p> <p>(xvi) any event which is, in the opinion of the Chargee, analogous to or having a similar effect or result to any of the foregoing occurring in a jurisdiction other than England and Wales,</p> <p>(xvii) any consent, authorisation, approval, licence, exemption, filing, registration, notarisation or other requirement of any governmental, judicial or public body or authority required or advisable in connection with the execution, delivery, performance, validity, admissibility in evidence or enforceability of the Relevant Agreements or the performance by any Relevant Party of its obligations under the Relevant Agreements is modified in a manner unacceptable to the Chargee or is not granted or is revoked or terminated or expires,</p> <p>(xviii) any Relevant Party changes or threatens to change the nature or scope of its business, or suspends or threatens to suspend all or a substantial part of its business operations, and the Chargee determines that the result is materially and adversely to affect its financial condition or its ability to observe or perform its obligations under the Relevant Agreements,</p> <p>(xix) any encumbrance which may for the time being affect any of the assets of the Chargor becomes enforceable, and</p>

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>(xx) it becomes or proves to be unlawful or impossible in any material respect for any Relevant Party duly and promptly to perform or observe any of the obligations or undertakings expressed to be binding on or undertaken by it in or under the Relevant Agreements or for the Chargee to exercise any rights vested in it under the Relevant Agreements, or if any of the Relevant Agreements for any other reason (other than due and complete performance in accordance with their respective terms) becomes invalid or unenforceable or ceases to be in full force and effect, or if any Relevant Party does or causes or permits to be done any act or thing evidencing an intention to contest or repudiate any of the Relevant Agreements in whole or in part</p> <p>"Future Film Rights" means the right to develop produce and/or exploit any and all remakes, sequels, prequels and television and/or film spin-offs of the Film (as all such terms are customarily understood in the motion picture and television industry of England) and any related character rights,</p> <p>"Interparty Agreement" means the interparty agreement in respect of the Film between (inter alia) Chargor, Chargee, StudioCanal S A , Creative Scotland, Lip Sync, Awakening Productions Limited and Film Finances, Inc ,</p> <p>"Lip Sync" means Lip Sync Productions LLP,</p> <p>"Lip Sync Agreement" means the production and financing agreement entered into between Chargor, Awakening Productions Limited and Lip Sync,</p> <p>"Production Account" means the production account in respect of the Film in the name of "Awakening Productions Limited",</p> <p>"Receiver" means any receiver or manager or administrative receiver,</p> <p>"Relevant Agreements" means the Charge, the Interparty Agreement, the Collection Agreement, the Creative Scotland Agreement, the Lip Sync Agreement the Completion Guarantee, the Distribution Agreements, the Sales Agency Agreements any other document required as a condition precedent or condition subsequent to the BBC Agreement and any other agreement entered into by the Chargor in relation to the Film and any other agreement referred to in the Interparty Agreement,</p> <p>"Relevant Party" means each and every party to the Charge and the Relevant Agreements, other than the Chargee,</p> <p>"Sales Agency Agreement" means the distribution and sales agency agreement in respect of the Film to be entered into between StudioCanal S A and the Chargor,</p> <p>"Secured Obligations" means the Chargor covenanting to perform all its obligations under the BBC Agreement and covenanting on demand to pay to the Chargee and discharge when due the BBC Advance and any other sums due and payable to the Chargee pursuant to the BBC Agreement, the Charge or otherwise (the BBC Advance and all other sums from time to time due and payable to the Chargee under the BBC Agreement, and the Charge referred to as the "Debt") and to duly and punctually perform and discharge all its respective obligations and liabilities under the Relevant Agreements to which it is a party,</p>

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>"Security Period" means the period beginning on the date of the Charge and ending on the date on which the Chargee is satisfied that the Secured Obligations have been unconditionally and irrevocably discharged in full and are no longer capable of arising,</p> <p>"BBC Advance" means the sum of £1,000,000 (one million pound sterling),</p> <p>"BBC Agreement" means the Production Finance Agreement and the Licence Agreement dated 7th July 2010,</p> <p>"UK Tax Credit" means the maximum cash element of the United Kingdom film tax relief payable to the Producer in respect of the Film pursuant to Part 15 of the Corporation Tax Act 2009,</p> <p>"UK Tax Credit Account" means the tax credit account for the Film at Barclays Bank in the name of "Awakening Productions Limited", and</p> <p>"UK Tax Credit Receipts" means one hundred per cent (100%) of all sums received into the UK Tax Credit Account by way of payment of UK Tax Credit in respect of the Film</p>	



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 2668459
CHARGE NO. 21**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF SECURITY ASSIGNMENT
AND CHARGE DATED 7 JULY 2010 AND CREATED BY CANAL +
IMAGE UK LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE COMPANY TO THE BRITISH
BROADCASTING CORPORATION 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 15 JULY 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 21 JULY 2010

8



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES