

MG01

Particulars of a mortgage or charge



089434 3.4

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 re-
particulars of a charge for a S
company. To do this, please use
form MG01s

SATURDAY



1 Company details

Company number 0 3 6 9 5 3 9 9

Company name in full 19 Merchandising Limited (the "Company")

21 For official use
→ **Filing 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 0 9 1 2 2 0 1 1

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 deed of amendment (the "Deed of Amendment") relating to a debenture
dated 21 June 2011, between, among others, the Company and Goldman Sachs
Bank USA (the "Administrative Agent")

4 Amount secured

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

Amount secured Please see Appendix 1 (Amount Secured) to this form
MG01

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

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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 Goldman Sachs Bank USA

Address 200 West Street

New York, NY USA

Postcode 1 0 2 8 2

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 Appendix 2 (Short particulars of the charged property) to this form MG01

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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 Herbert Smith LLP

X

This form must be signed by a person with an interest in the registration of the charge

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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 Colette Walsh

Company name Herbert Smith LLP

Address Exchange House

Primrose Street

Post town London

County/Region

Postcode E C 2 A 2 H S

Country

DX 28

Telephone 020 7374 8000



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

APPENDIX 1

Unless otherwise defined in this form MG01, defined terms used in this appendix shall have the meaning given to them in Appendix 2 (*Short particulars of the charged property*)

Amount secured

The Company hereby unconditionally and irrevocably, as primary obligor and not merely as surety, covenants with the Administrative Agent (acting as agent and trustee as aforesaid) that it will on demand pay or discharge the Secured Obligations on the due date for payment therefor in the manner provided in the relevant Loan Document or other agreement

"Loan Document Obligations" means (a) the due and punctual payment by the Borrower of (i) the unpaid principal of 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 made to the Borrower, 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 Borrower 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 (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) and obligations to provide cash collateral, and (iii) all other monetary obligations of the Borrower to any of the Secured Parties under the Credit Agreement and each of the other Loan Documents, including obligations to pay fees, expense reimbursement obligations and indemnification obligations, 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), (b) the due and punctual performance of all other obligations of the Borrower under or pursuant to the Credit Agreement and each of the other Loan Documents and (c) the due and punctual payment and performance of all the obligations of each other Loan Party under or pursuant to the Collateral Agreement and each of the other Loan Documents (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding),

"Obligations" means (a) the Loan Document Obligations, (b) the Secured Swap Obligations and (c) the Secured Cash Management Obligations,

"Secured Cash Management Obligations" means the due and punctual payment and performance of any and all obligations of Intermediate Holdings or any Subsidiary (whether absolute or contingent and however and whenever created, arising, evidenced or acquired) arising in respect of Cash Management Services that (a) are owed to a person that is, or was on the Closing Date, the Administrative Agent, a Joint Lead Arranger or an Affiliate of any of the foregoing, or any person that, at the time such obligations were incurred, was the Administrative Agent, a Joint Lead Arranger or an Affiliate of any of the foregoing, (b) are owed on the Closing Date to a person that is a Lender or an Affiliate of a Lender as of the Closing Date or (c) are owed to a person that is a Lender or an Affiliate of a Lender at the time such obligations are incurred,

"Secured Obligations" means the Obligations from time to time, and

"Secured Swap Obligations" means all obligations of every nature of Intermediate Holdings or any Subsidiary under each Swap Agreement that (a) is with a counterparty that is, or was on the Closing Date, the Administrative Agent, a Joint Lead Arranger or an Affiliate of any of the foregoing, whether

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or not such counterparty shall have been the Administrative Agent, a Joint Lead Arranger or an Affiliate of any of the foregoing at the time such Swap Agreement was entered into, (b) is in effect on the Closing Date with a counterparty that is a Lender or an Affiliate of a Lender as of the Closing Date or (c) is entered into after the Closing Date with a counterparty that is a Lender or an Affiliate of a Lender at the time such Swap Agreement is entered into, whether for interest (including interest that, but for the filing of a petition in bankruptcy with respect to such person, would have accrued on any such obligation, whether or not a claim is allowed against such person for such interest in the related bankruptcy proceeding), payments for early termination of such Swap Agreement, fees, expenses, indemnification or otherwise

APPENDIX 2

Short particulars of the charged property

1. CONFIRMATION AND CONTINUATION OF SECURITY

- 1 1 The Company hereby confirms that on and from the Amendment Effective Date, any security created or granted by it and any obligations incurred under or assumed by it under the Debenture will

- 1 1 1 remain and continue in full force and effect, and
- 1 1 2 extend to all liabilities and obligations of the Company arising in respect of the Amended Credit Agreement

2. FURTHER ASSURANCE

The Company agrees that it shall promptly, upon the reasonable request of the Administrative Agent, execute and deliver at its own expense any document and do any act or thing in order to confirm or establish the validity and enforceability of this Deed

3. AMENDMENTS TO THE DEBENTURE

- 3 1 With effect from the Amendment Effective Date, the Debenture shall be amended as follows
- 3 1 1 the table set out in part II (*Trade Mark Applications and Registrations*) of Schedule 2 (*Intellectual Property*) to the Debenture shall be deleted in its entirety and replaced with the table set out in Schedule 1 hereto, and
 - 3 1 2 the table set out in Schedule 4 (*Details of Policies*) to the Debenture shall be deleted in its entirety and replaced with the table set out in Schedule 2 hereto

DEFINITIONS

Unless otherwise defined in this form MG01, defined terms used in this appendix shall have the following meanings

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"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,

"Amendment Effective Date" has the meaning given to it in the Amendment Agreement,

"Borrower" means CKX, Inc , a corporation organised under the laws of the State of Delaware, USA,

"Cash Management Services" means treasury management services (including controlled disbursements, zero balance arrangements, cash sweeps, automated clearinghouse transactions, return items, overdrafts, temporary advances, interest and fees and interstate depository network services) provided to Intermediate Holdings or any Subsidiary,

"Chargors" means the companies listed at Schedule 3,

"Closing Date" means the date on which the conditions precedent to the effectiveness of the Credit Agreement have been satisfied,

"Collateral Agreement" means the New York law governed collateral agreement dated 21 June 2011 between (among others) CKX Entertainment, Inc, the Borrower, each other Domestic Loan Party, each Specified Foreign Loan Party and the Administrative Agent entered into connection with the Credit Agreement,

"Control" means 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 **"Controlling"** and **"Controlled"** have meanings correlative thereto,

"Credit Agreement" means the credit agreement dated as of June 21, 2011, as amended and restated as of 9 December 2011 among CKX Entertainment, Inc , the Borrower, the financial institutions named therein as lenders and Goldman Sachs Bank USA as administrative agent, as amended, restated, supplemented or otherwise modified from time to time,

"Debenture" means the debenture dated 21 June 2011 between the Chargors and the Administrative Agent,

"Domestic Loan Party" means any Loan Party that is not a Foreign Loan Party,

"Intermediate Holdings" means CKX Entertainment, Inc , a Delaware corporation,

"Issuing Bank" means an issuing bank party to the Credit Agreement,

"Joint Lead Arranger" means a joint lead arranger party to the Credit Agreement,

"Lender" means a lender party to the Credit Agreement,

"Letter of Credit" means any letter of credit issued pursuant to section 2.05 of the Credit Agreement,

"Loan Documents" means the Credit Agreement, any agreement amending or restating the Credit Agreement, the Letters of Credit, the Security Documents, the intercreditor agreements agreed in connection with the Credit Agreement and any promissory note or fee letter issued pursuant to the Credit Agreement,

"Loan Parties" means Intermediate Holdings, the Borrower and the other Subsidiary Loan Parties,

"Loans" means any loans made by the Lenders to the Borrower pursuant to the Credit Agreement,

"Secured Parties" means (a) the Lenders, (b) the Administrative Agent, (c) the Joint Lead Arrangers, (d) each Issuing Bank, (e) the Syndication Agent, (f) each counterparty to any swap agreement the obligations under which constitute Secured Swap Obligations, (g) each obligee in respect of Secured Cash Management Obligations, (h) the beneficiaries of each indemnification, expense reimbursement or other monetary obligation undertaken by any Loan Party under any Loan Document, and (i) the successors and permitted assigns of each of the foregoing,

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"Security Documents" means the Mortgages, the Guarantee Agreement, the Collateral Agreement, the Foreign Pledge Agreements, the Foreign Security Documents, the Intellectual Property Security Agreements and each of the security agreements, mortgages and other instruments and documents executed and delivered pursuant to any of the foregoing or pursuant to the Credit Agreement, in each case, as amended from time to time in accordance with the terms of the Credit Agreement and the Collateral Agreement,

"Specified Foreign Loan Party" means any Foreign Loan Party that (a) directly owns any Equity Interests of a person that is organised under the laws of the United States of America, any State thereof or the District of Columbia or (b) otherwise directly owns any asset of property (including any right arising under any agreement) where, based on the applicable law of the United States of America, any State thereof or the District of Columbia or the jurisdiction of organisation of such Foreign Loan Party, the creation or perfection of a security interest in such Foreign Loan Party's right, title or interest in, to or under such asset or property is to be determined under the law of the United States of America, any State thereof or the District of Columbia,

"Subsidiary" means a subsidiary of Intermediate Holdings other than any unrestricted subsidiary under the Credit Agreement,

"Swap Agreement" means any agreement with respect to any swap, forward, future or derivative transaction or option or similar agreement involving, or settled by reference to, one or more rates, currencies, commodities, equity or debt instruments or securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value or any similar transaction or any combination of these transactions, provided that no phantom stock or similar plan providing for payments only on account of services provided by current or former directors, officers, employees or consultants of Intermediate Holdings, the Borrower or any of the Subsidiaries shall be a Swap Agreement, and

"Syndication Agent" means the Administrative Agent in its capacity as syndication agent under the Credit Agreement

Schedule 1

UPDATED TRADE MARK APPLICATIONS AND REGISTRATIONS

Name of Chorgor	Territory	Trade Marks	Registration Date	Status	Serial/Registration No
19 Entertainment Limited	United Kingdom	Ilovesmusic Ilovesmusic	09-DEC-2005	REGISTRATION (REGISTERED)	2336434
19 Entertainment Limited	United Kingdom	I LOVE MUSIC	19-MAY-2006	REGISTRATION (REGISTERED)	2335987
19 Entertainment Limited	United Kingdom	I LOVE MUSIC	10-MAR-2006	REGISTRATION (REGISTERED)	2335833
19 Entertainment Limited	United Kingdom	Pop Juniors Pop Juniors	05-DEC-2003	REGISTRATION (REGISTERED)	2334075

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Name of Chargor	Territory	Trade Marks	Registrati on Date	Status	Serial/ Registration No
19 TV Limited	United Kingdom	G MAN	06-JUN-2003	Registered	2313350
19 Entertainment Limited	Community Trade marks	IF I CAN DREAM	30-SEP-2010	REGISTRATION (REGISTERED)	7504228
19 Entertainment Limited	Community Trade marks	IF I CAN DREAM		UNPUBLISHED APPLICATION (PENDING)	
19 Entertainment Limited	Community Trade marks	IF I CAN DREAM	28-JUL-2010	REGISTRATION (REGISTERED)	7474182
19 Entertainment Limited^	Community Trade marks	SO YOU THINK YOU CAN DANCE	21-JUL-2009	REGISTRATION (REGISTERED)	7439631
19 Entertainment Limited^	Community Trade marks	SO YOU THINK YOU CAN DANCE	22-AUG-2007	REGISTRATION (REGISTERED)	5423504
19 Entertainment Limited^	Community Trade marks	SO YOU THINK YOU CAN DANCE	11-SEP-2007	REGISTRATION (REGISTERED)	5422316
19 Entertainment Limited	Community Trade marks	MUSIC I love music	30-NOV-2005	REGISTRATION (REGISTERED)	3689593
19 Entertainment Limited	Community Trade marks	Ilovesmusic	20-MAR-2007	REGISTRATION (REGISTERED)	3238383
19 Entertainment Limited	Community Trade marks	I LOVE MUSIC	24-MAR-2005	REGISTRATION (REGISTERED)	3242708
19 Entertainment Limited	Community Trade marks	Pop Juniors	03-MAR-2005	REGISTRATION (REGISTERED)	3225695
19 Entertainment Limited	Community Trade marks	POP GOES ENGLISH	06-FEB-2004	REGISTRATION (REGISTERED)	2782514
19 Entertainment Limited	Community Trade marks	ALEXANDER KLAWS	09-DEC-2004	Registered	3257276
19 Entertainment Limited	Community Trade marks	THE EARTH CAR	12-SEP-2007	Registered	5354981
19 Entertainment Limited	Community Trade marks	CHANNEL BEE	20-AUG-2009	Registered	7193071

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Name of Chargor	Territory	Trade Marks	Registration Date	Status	Serial/ Registration No
19 TV Limited*	Community Trade marks	Cesko Slovenska SuperStar	22-NOV-2009	REGISTRATION (REGISTERED)	8279771
19 TV Limited*	Community Trade marks	WORLD IDOL	07-FEB-2005	REGISTRATION (REGISTERED)	3401916
19 TV Limited*	Community Trade marks	IDOLS	20-DEC-2004	REGISTRATION (REGISTERED)	3008794
19 TV Limited*	Community Trade marks	IDOLS	30-OCT-2003	REGISTRATION (REGISTERED)	2656205
19 TV Limited*	Community Trade marks	POP IDOL	20-DEC-2004	REGISTRATION (REGISTERED)	2624591
19 TV Limited*	Community Trade marks	AMERICAN IDOL	21-JAN-10	Registered	8376857
19 TV Limited*	Community Trade marks	POP IDOL LOGO	18-MAY-06	Registered	4149084
19 TV Limited*	Community Trade marks	POP IDOL	10-NOV-10	Advertised	9510645
19 TV Limited*	Community Trade marks	POP IDOL LOGO	10-NOV-10	Advertised	9510496
19 TV Limited*	United Kingdom	POP IDOL	9-AUG-11#	Registered	2277479
19 TV Limited*	United Kingdom	POP IDOL	8-AUG-13#	Registered	2340202
19 TV Limited*	United Kingdom	POP IDOL Device (series of 2)	9-AUG-01	Registered	2277463
19 TV Limited*	United Kingdom	POP IDOL Device (series of 2)	16-APR-03	Registered	2329766
19 TV Limited*	United Kingdom	IDOLS	17-APR-02	Registered	2298224A
19 TV Limited*	United Kingdom	IDOLS LOGO	17-APR-02	Registered	2298224B
19 TV Limited*	United Kingdom	WORLD IDOL	21-MAR-13#	Registered	2327217

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^ Co-owned with Dick Clark Productions, Inc

** Co-owned with FremantleMedia Operations BV or one of its affiliates*

Date reflects trademark renewal date in respective IP registry

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Schedule 2

UPDATED DETAILS OF POLICIES

Name of Chargor	Insurer	Policy Number	Type of Risk Insured
19 Entertainment Limited 19 Entertainment, Inc 19 Recording Services, Inc 19 Recordings, Inc 19 Touring LLC All Girl Productions, Inc CKX Entertainment, Inc CKX Entertainment Holdings, Inc CKX, Inc Colonel Holdings, Inc CTA Productions, Inc J2K Productions, Inc On The Road Productions, Inc South Side Productions, Inc The Land Productions, Inc	St Paul /Travelers	CK09009693	Property
19 Entertainment Limited 19 Entertainment, Inc 19 Recording Services, Inc	St Paul/ Travelers	CK09009693	Commercial general liability

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19 Recordings, Inc 19 Touring LLC All Girl Productions, Inc CKX Entertainment, Inc CKX Entertainment Holdings, Inc CKX, Inc Colonel Holdings, Inc CTA Productions, Inc J2K Productions, Inc On The Road Productions, Inc South Side Productions, Inc The Land Productions, Inc			
19 Entertainment Limited 19 Entertainment, Inc 19 Recording Services, Inc 19 Recordings, Inc 19 Touring LLC All Girl Productions, Inc CKX Entertainment, Inc CKX Entertainment Holdings, Inc CKX, Inc	St Paul/ Travelers	CK09009693	Commercial automobile

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Colonel Holdings, Inc CTA Productions, Inc J2K Productions, Inc Masters of the Dance Productions Inc On The Road Productions, Inc South Side Productions, Inc The Land Productions, Inc			
19 Entertainment Limited 19 Entertainment, Inc 19 Recording Services, Inc 19 Recordings, Inc 19 Touring LLC 19 TV Ltd American Idol Productions All Girl Productions, Inc CKX, Inc CTA Productions, Inc J2K Productions, Inc Oglesby Winter Management On The Road Productions, Inc South Side Productions, Inc The Land Productions, Inc	Various (St Paul, Fireman's Fund)	Various (GL09003595, XTM-000-2414-8355)	Commercial umbrella

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19 Entertainment Limited	Markel International Insurance Co Ltd	ZC1908T110GR/271	Errors & omissions
19 Entertainment Limited CKX UK Holdings Limited	Zurich	ZF105212/039W	Property liability
19 Entertainment Limited	St Paul/Travelers	GB06801501	Commercial foreign liability
19 Entertainment Limited	St Paul/Travelers	XJUB-5044Y73-5-11	Workers' compensation

Schedule 3
CHARGORS

Company	Place of Incorporation	Registered Number
CKX UK Holdings Limited	England and Wales	05389449
19 Entertainment Limited	England and Wales	01886042
19 Recordings Limited	England and Wales	03602651
19 TV Limited	England and Wales	03478214
19 Merchandising Limited	England and Wales	03695399
19 Management Limited	England and Wales	04379115
19 Productions Limited	England and Wales	03493656
19 Brands Limited	England and Wales	04742804
19 Loves Music Limited	England and Wales	05020202
19 Touring Limited	England and Wales	04368840
19 Artist Tours Limited	England and Wales	04945201
Native Management Limited	England and Wales	02949084
Native Songs Limited	England and Wales	03726716
Double Vision Film Limited	England and Wales	04347221
Freedom Media Limited	England and Wales	04510020



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 3695399
CHARGE NO. 21**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF AMENDMENT RELATING
TO A DEBENTURE DATED 21 JUNE 2011, DATED 9 DECEMBER
2011 AND CREATED BY 19 MERCHANDISING LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
BORROWER TO ANY OF THE SECURED PARTIES AND ALL
MONIES DUE OR TO BECOME DUE FROM EACH OTHER LOAN
PARTY AND ALL MONIES DUE OR TO BECOME DUE FROM
INTERMEDIATE HOLDINGS OR ANY SUBSIDIARY 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 17 DECEMBER
2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 22 DECEMBER
2011



Companies House
— for the record —

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THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES