

MG01

Particulars of a mortgage or charge



230623 / 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

WEDNESDAY



L1A011ZD
LD5 30/05/2012 #82
COMPANIES HOUSE

1 Company details For official use

Company number: 0 2 0 9 6 5 2 0

Company name in full: Sophos Limited (the **Pledgor**)

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→ **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 ^m5 ^y2 ^y0 ^y1 ^y2

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 second-ranking share pledge agreement dated 10 May 2012 between, among others, the Pledgor and JPMorgan Chase Bank, N A (the **Administrative Agent** and the **Collateral Agent**) as administrative agent and collateral agent for the other Secured Parties (as defined below) (the **Security Agreement**)

4 Amount secured

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

Amount secured: See continuation sheet 1

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 JPMorgan Chase Bank, N A

Address 1111 Fannin Street, Floor 10

Houston, TX 77002-6925

Postcode

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Name

Address

Postcode

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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

See continuation sheets

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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

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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).

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Signature

Please sign the form here

Signature

Signature

X Anthony LLP X

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

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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 **Matt Verrell 0033351-0002533**

Company name
Allen & Overy LLP

Address **One Bishops Square**

Post town **London**

County/Region

Postcode **E 1 6 A D**

Country

DX

Telephone **020 3088 0000**

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

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4	Amount secured	
Amount secured	<p data-bbox="312 398 1050 432">Please give us details of the amount secured by the mortgage or charge</p> <p data-bbox="312 450 1490 562">(a) Any and all claims of the Collateral Agent against any Guarantor (as defined below) incorporated under the laws of Germany arising under the parallel debt undertaking constituted pursuant to the Guaranty (as defined below) entered into by such Guarantor incorporated under the laws of Germany by executing a guaranty supplement,</p> <p data-bbox="312 584 1469 667">(b) any and all claims of the Administrative Agent against any Loan Party (as defined below) incorporated under the laws of Luxembourg arising under the parallel debt undertaking constituted pursuant to the Credit Agreement,</p> <p data-bbox="312 689 1485 748">(c) the Parent Parallel Debt Claims (as defined below) owed by the Parent (as defined below) to the Collateral Agent, and</p> <p data-bbox="312 770 1501 828">(d) the Sophos Limited Parallel Debt Claims (as defined below) owed by the Pledgor to the Collateral Agent,</p> <p data-bbox="312 853 676 887">(together the Secured Claims)</p>	

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Amount secured

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

Amount secured

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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 Constitution of Pledge The Pledgor, under clause 3.2 of the Security Agreement, has pledged the Shares (as defined below) and any and all Ancillary Rights (as defined below) pertaining thereto to each of the Original Pledgees (as defined below) and to each Future Pledgee (as defined below) for their rateable and equally ranking interest</p> <p>1.1 The Parties (as defined below) agree that the fact that the Shares have already been pledged pursuant to the Existing Share Pledge Agreement (as defined below) shall not in any way prejudice the creation of the Pledges (as defined below) under and pursuant to this Security Agreement, in respect of which the Parties confirm their common understanding that they rank behind (<i>nachrangig</i>) the Existing Pledge (as defined below)</p> <p>2 Voting Rights. The voting rights resulting from the Shares remain with the Pledgor. The Pledgor, however, shall at all times until the full and final satisfaction and discharge of all Secured Claims or the release of the Pledges (as defined below) be required, in exercising its voting rights, to act in good faith to ensure that the validity and enforceability of the Pledges are not adversely affected</p> <p>3 Impairment. The Pledgor shall not take, or participate in, any action which impairs, or which would for any other reason be inconsistent with, the validity and enforceability of the Pledges or the security purpose as described in Clause 5 (Purpose of the Pledges) of the Security Agreement or defeat, impair or circumvent the rights of the Pledgees hereunder in each case in any material respect</p> <p>4 Dividends Provided that the requirements for enforcement referred to under Clause 8.1(a) (Pledgees' Rights) of the Security Agreement are met, all dividends and all other payments based on Ancillary Rights may be applied by the Pledgees in satisfaction in whole or in part of the Secured Claims notwithstanding a Pledgee's right to treat such payments as additional collateral. Any such payments which are made to the Pledgor after the time the Pledges have become enforceable must be paid to the Collateral Agent. For the avoidance of doubt, before the occurrence of an Enforcement Event (as defined below), the Pledgor shall be entitled to receive and retain all dividend payments and payments in respect of the Ancillary Rights in respect of the Shares in accordance with Clause 6 of the Security Agreement</p> <p>5 Entitlement to receive dividend payments Notwithstanding that the dividends are pledged pursuant to the Security Agreement, the Pledgor shall be entitled to receive and retain all dividend payments and payments in respect of the Ancillary Rights in respect of the Shares until the occurrence of an Enforcement Event</p> <p>6 The Pledgor undertakes not to exercise (<i>pactum de non petendo</i>), and not to purport to exercise, any such rights and claims which may pass to it or otherwise arise for its benefit notwithstanding Clause 9 of the Security Agreement or would pass to it or otherwise arise for its benefit but for Clause 9 of the Security Agreement</p> <p>7 In this form MG01</p> <p>Additional Borrower means any member of the Group which becomes a borrower under the Second Amended and Restated Credit Agreement after the date of the Security Agreement,</p>	

6	Short particulars of all the property mortgaged or charged	
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Short particulars	<p>Additional Guarantor means any member of the Group which becomes a guarantor under the Guaranty after the date of the Security Agreement,</p> <p>Affiliate has the meaning given to it in the Security Agreement,</p> <p>Amendment No. 3 means the amendment no 3 dated on or about date of this Agreement amending and restating the Original Credit Agreement and made between Holdings, the Parent, Sophos Limited, the Original Borrowers, the Administrative Agent and the Collateral Agent for the purpose of, <i>inter alia</i>, refinancing certain term loans under the Original Credit Agreement and replacing the revolving commitments under the Original Credit Agreement</p> <p>Ancillary Rights means</p> <ul style="list-style-type: none">(a) dividends, if any, payable on the Shares,(b) liquidation proceeds (<i>Liquidationserlöse</i>), consideration for redemption (<i>Einziehungsentgelt</i>), repaid capital in case of a capital decrease (<i>Kapitalherabsetzung</i>), any compensation in case of termination (<i>Kündigung</i>) and/or withdrawal (<i>Austritt</i>) of a shareholder of the Company, the surplus in case of surrender (<i>Preisgabe</i>) and all other pecuniary claims associated with the Shares, and(c) the right to subscribe for newly issued shares, and(d) all other monetary rights and benefits attributable to the Shares (including all present and future pecuniary claims of the Pledgor against the Company arising under or in connection with any domination and/or profit transfer agreement (<i>Beherrschungs- und/oder Gewinnabführungsvertrag</i>) or partial profit transfer agreement (<i>Teilgewinnabführungsvertrag</i>) which may be entered into between the Pledgor and the Company), <p>Attorney Costs means and includes all reasonable fees, expenses and disbursements of any law firm or other external legal counsel,</p> <p>Borrower means each Original Borrower and each Additional Borrower,</p> <p>Cash Management Obligations means obligations owed by any Loan Party or any Restricted Subsidiary to any Lender or any Affiliate of a Lender in respect of any overdraft and related liabilities arising from treasury, depository or cash management services or any automated clearing house transfers of funds,</p> <p>Company means Sophos Astaro Holdings GmbH, a limited liability company (<i>Gesellschaft mit beschränkter Haftung</i>) organised under the laws of the Federal Republic of Germany, Amalienbadstraße 41, Bau 52, 76227 Karlsruhe, Germany, and registered with the commercial register at the local court (<i>Amtsgericht</i>) of Mannheim under HRB 712881,</p> <p>Debtor Relief Laws means the Bankruptcy Code of the United States of America, and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief Laws of the United States of America or other applicable jurisdictions from time to time in</p>	

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Short particulars

effect and affecting the rights of creditors generally and any general principles, reservations or qualifications as to matters of law set out in any legal opinion delivered in connection with a Loan Document,

Enforcement Event means the occurrence and continuance of an Event of Default in respect of which the Collateral Agent has given notice of its intention to exercise its rights hereunder,

Event of Default means an event which would entitle the Administrative Agent to

(a) declare the commitment of each Lender and any obligation of the L/C Issuer under the Second Amended and Restated Credit Agreement to be terminated, and/or

(b) declare the unpaid principal amount of all outstanding loans under the Second Amended and Restated Credit Agreement, all interest accrued and unpaid thereon, and all other amounts owing or payable thereunder or under any other Loan Document to be immediately due and payable without presentment, demand, protest or other notice of any kind, and/or

(c) declare that the Borrowers provide cash cover in respect of each Letter of Credit, and/or

(d) exercise on behalf of itself and the Lenders all rights and remedies available to it and the Lenders under the Loan Documents or applicable law,

Existing Collateral Agent means RBC Europe Limited (previously Royal Bank of Canada Europe Limited), a credit institution organised under the laws of England and Wales having its official seat in London, England, with business address at Riverbank House, 2 Swan Lane, London EC4R 3BF with corporate identity number 995939 as, amongst others, administrative agent and collateral agent under the Original Credit Agreement prior to entering into Amendment No 3

Existing Pledge means the pledge constituted pursuant to the Existing Share Pledge Agreement

Existing Shares means the share in the Company as set forth in Clause 3 1(b) (Pledged Shares) of the Security Agreement being the total registered share capital (*Stammkapital*) of the Company which amounts to EUR 26,000 (in words twenty six thousand) At present, the Pledgor holds three shares in the Company amounting to (i) EUR 1,000 (in words one thousand) registered under sequential number 1 (*laufende Nummer*) of the shareholder list (*Gesellschafterliste*) of the Company (the Existing Share 1), (ii) EUR 24,000 (in words twenty four thousand) registered under sequential number 2 (*laufende Nummer*) of the shareholder list (*Gesellschafterliste*) of the Company (the Existing Share 2), (iii) EUR 1,000 (in words one thousand) registered under sequential number 3 (*laufende Nummer*) of the shareholder list (*Gesellschafterliste*) of the Company (the Existing Share 3),

Existing Share Pledge Agreement means the share pledge agreement dated 21 September 2011 under notarial deed no 948/2011- S of notary public Dr Karl-Heinz Schmiegelt with offices in Frankfurt/am Main relating to the shares in the Company

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Future Pledgee means a Secured Party (other than the Administrative Agent and the Collateral Agent),

Future Shares means any and all shares in the capital of the Company issued in addition to the Existing Shares in whatever nominal value which the Pledgor may acquire in future in the event of an increase of the capital of the Company or otherwise,

Group has the meaning given to it in the Security Agreement,

Guarantor means each Original Guarantor and each Additional Guarantor,

Guaranty means the guarantee agreement originally dated 15 June 2010, as amended and restated on or about 10 May 2012 and made between, amongst others, the Collateral Agent and the Original Guarantors with a view to guaranteeing the claims arising for the Collateral Agent and others under the Loan Documents,

Hedge Bank has the meaning given to it in the Security Agreement,

Holdings means Shield Holdco Ltd, a company organised under the laws of England and Wales with registered number 07225356,

Incremental Agreement means the incremental agreement dated 30 June 2011 between, *inter alia*, Holdings, the Parent, the Original Borrowers, the Existing Collateral Agent and the initial term B-2 incremental term loan lender for the purpose of, *inter alia*, increasing the incremental facilities,

Laws has the meaning given to it in the Security Agreement,

L/C Issuer means

(a) JPMorgan Chase Bank, N A or any of its Subsidiaries or Affiliates, and

(b) any other Lender (or any of its Subsidiaries or Affiliates) that becomes an L/C Issuer in accordance with the terms of the Second Amended and Restated Credit Agreement,

Lender means

(a) an Original Lender, and

(b) any person which becomes a lender (providing for any term loan, revolving credit facility, swing line facility and/or any other facility) in accordance with the terms of the Second Amended and Restated Credit Agreement, after the date of the Second Amended and Restated Credit Agreement,

Letter of Credit means a letter of credit (which may be a commercial letter of credit or a standby letter of credit) or a bank guarantee issued or to be issued under and in connection with the Second Amended and Restated Credit Agreement,

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Short particulars	<p data-bbox="331 427 1015 459">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="347 512 655 542">Loan Documents means</p> <ul data-bbox="427 568 1426 1077" style="list-style-type: none"><li data-bbox="427 568 1114 598">(a) the Second Amended and Restated Credit Agreement,<li data-bbox="427 624 596 654">(b) each Note,<li data-bbox="427 680 778 710">(c) each Collateral Document,<li data-bbox="427 736 639 766">(d) the Fee Letter,<li data-bbox="427 792 852 822">(e) each Letter of Credit Application,<li data-bbox="427 848 786 878">(f) the Incremental Agreement,<li data-bbox="427 904 1219 934">(g) the Resignation, Waiver, Consent and Appointment Agreement,<li data-bbox="427 960 788 990">(h) the Amendment Mo 3, and<li data-bbox="427 1016 1426 1077">(i) any other document designated as a Loan Document by the Administrative Agent and Holdings <p data-bbox="347 1106 1270 1135">Loan Party means the Parent, Holdings, each Borrower and each Guarantor,</p> <p data-bbox="347 1162 587 1191">Obligations means</p> <ul data-bbox="427 1218 1426 1644" style="list-style-type: none"><li data-bbox="427 1218 1426 1503">(a) all advances to, and debts, liabilities, obligations, covenants and duties of, any Loan Party or other Subsidiary arising under any Loan Document or otherwise with respect to any loan under the Second Amended and Restated Credit Agreement or Letter of Credit, whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising and including interest and fees that accrue after the commencement by or against any Loan Party or any other Subsidiary of any proceeding under any Debtor Relief Laws naming such Person (as defined in the Security Agreement) as the debtor in such proceeding, regardless of whether such interest and fees are allowed claims in such proceeding,<li data-bbox="427 1529 1426 1590">(b) obligations of any Loan Party or any other Subsidiary arising under any Secured Hedge Agreement, and<li data-bbox="427 1617 890 1646">(c) any Cash Management Obligations, <p data-bbox="427 1673 1449 1928">without limiting the generality of the foregoing, the obligations of the Loan Parties under the Loan Documents (and of any of their Subsidiaries to the extent they have obligations under the Loan Documents) include (i) the obligation (including guarantee obligations) to pay principal, interest, Letter of Credit commissions, reimbursement obligations, charges, expenses, fees, Attorney Costs, indemnities and other amounts payable by any Loan Party or any other Subsidiary under any Loan Document and (ii) the obligation of any Loan Party or any other Subsidiary to reimburse any amount in respect of any of the foregoing that any Lender, in its sole discretion, may elect to pay or advance on behalf of such Loan Party or such Subsidiary,</p>	

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Short particulars

Original Borrowers means each of the entities listed in Schedule 1 Part 1 of the Security Agreement,

Original Credit Agreement means the New York law governed credit agreement originally dated 15 June 2010, as amended and restated on 13 July 2010, as further amended on 9 September 2010 and 4 May 2011 and as further supplemented by the Incremental Agreement made between, amongst others, Holdings, the Parent, the Borrowers, the Original Lenders, the Administrative Agent and the Collateral Agent,

Original Guarantor means each of the entities listed in Schedule 1 Part 2 of the Security Agreement,

Original Lenders means JPMorgan Chase Bank, N A and each other lender party to the Second Amended and Restated Credit Agreement,

Original Pledgeses means the Administrative Agent and the Collateral Agent,

Parent means Shield Bidco Limited, a private limited company organised under the laws of England and Wales with registered number 07226063,

Parent Parallel Debt Claims means the Parent's obligation to pay an amount to the Collateral Agent (or its respective successors in that capacity) that corresponds to the total of all of the Obligations owed by it, and that, accordingly, the Collateral Agent has an independent right to request the fulfilment of said obligation from the Parent,

Parties means the Pledgor, the Parent, Sophos Limited, the Collateral Agent and the Pledgeses

Person has the meaning given to it in the Security Agreement,

Pledges means any and all pledges constituted pursuant to the Security Agreement,

Pledgeses means the Original Pledgeses and the Future Pledgeses,

Resignation, Waiver, Consent and Appointment Agreement means an agreement dated on or about 10 May 2012 between, amongst others, the Original Borrowers, the Existing Collateral Agent, and the Collateral Agent, concerning, amongst others, the resignation of the Existing Collateral Agent and the appointment of the Collateral Agent,

Restricted Subsidiary has the meaning given to it in the Security Agreement,

Second Amended and Restated Credit Agreement means the Original Credit Agreement as amended and restated pursuant to the Amendment No 3 and made between, amongst others, Holdings, the Parent, the Borrowers, the Original Lenders, the Administrative Agent and the Collateral Agent,

Secured Hedge Agreement means any master agreement, any confirmation, any schedule, any forward rate agreement, option, swap, cap, floor, any combination or hybrid of the foregoing and any other financial derivative agreement or any other agreement entered into

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	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>or to be entered into by the Parent, the Company or a Borrower or any other member of the Group and a Hedge Bank for the purpose of hedging interest rate liabilities and/or any foreign exchange rate or other risks in relation to, <i>inter alia</i>, any term loan facility provided under the Credit Agreement,</p> <p>Secured Party means the Administrative Agent, the Collateral Agent and any Supplemental Administrative Agent,</p> <p>Shares means the Existing Shares and the Future Shares,</p> <p>Sophos Limited Parallel Debt Claims means the Pledgor's obligation to pay an amount to the Collateral Agent (or its respective successors in that capacity) that corresponds to the total of all of the Obligations owed by it, and that, accordingly, the Collateral Agent has an independent right to request the fulfilment of said obligation from the Pledgor,</p> <p>Subsidiary of a Person means a corporation, partnership, joint venture, limited liability company or other business entity of which a majority of the shares of securities or other interests having ordinary voting power for the election of directors or other governing body (other than securities or interests having such power only by reason of the happening of a contingency) are at the time beneficially owned, or the management of which is otherwise controlled, directly, or indirectly through one or more intermediaries, or both, by such Person, and</p> <p>Supplemental Administrative Agent means any additional individual or institution selected and appointed by the Administrative Agent in its sole discretion after the date of the Second Amended and Restated Credit Agreement which becomes a separate trustee, co-trustee, administrative agent, collateral agent, administrative sub-agent or administrative co-agent in accordance with the terms of the Second Amended and Restated Credit Agreement</p>	



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 2096520
CHARGE NO. 19

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SECOND-RANKING SHARE PLEDGE AGREEMENT CREATED OUTSIDE OF THE UNITED KINGDOM OVER PROPERTY SITUATED OUTSIDE OF THE UNITED KINGDOM DATED 10 MAY 2012 AND CREATED BY SOPHOS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM ANY GUARANTOR TO JPMORGAN CHASE BANK, N.A., ALL MONIES DUE OR TO BECOME DUE FROM ANY LOAN PARTY TO JPMORGAN CHASE BANK, N.A., ALL MONIES DUE OR TO BECOME DUE FROM THE PARENT TO JPMORGAN CHASE BANK, N.A. (OR ITS RESPECTIVE SUCCESSORS IN THAT CAPACITY) AND ALL MONIES DUE OR TO BECOME DUE FROM THE PLEDGOR TO JPMORGAN CHASE BANK, N.A. (OR ITS RESPECTIVE SUCCESSORS IN THAT CAPACITY) 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 30 MAY 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 6 JUNE 2012



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES