

MR01

Particulars of a charge

026342 / 221

A fee is payable with this form
Please see 'How to pay' on the
last page

You can use the W
Please go to www.c

☒ What this form is for
You may use this form to register
a charge created or evidenced by
an instrument

☐ What this form is for
You may not use this form to
register a charge which is not
instrument Use form MR08

MONDAY



A27

A2B85G2Q

24/06/2013

#93

COMPANIES HOUSE

lease

iv uk

This form must be delivered to the Registrar for registration within
21 days beginning with the day after the date of creation of the charge. If
delivered outside of the 21 days it will be rejected unless it is accompanied by a
court order extending the time for delivery



You must enclose a certified copy of the instrument with this form. This will be
scanned and placed on the public record

1 Company details

Company number 0 3 3 2 7 3 4 7

Company name in full CONTENTFILM THE SEA CHANGE LIMITED

8 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 Charge creation date

Charge creation date d 1 d 4 m 0 m 6 y 2 y 0 y 1 y 3

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name JPMORGAN CHASE BANK, N A (as administrative agent)

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

MR01

Particulars of a charge

4

Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

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

Description

5

Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ **Yes**

☐ **No**

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ **Yes** Continue

☒ **No** Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ **Yes**

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☐ **Yes**

☒ **No**

MR01
Particulars of a charge

8

Trustee statement ¹

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

¹ This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X Morgan Lewis + Bockius X

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

MR01

Particulars of a charge



Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name **E BUCKLER**

Company name **MORGAN, LEWIS & BOCKIUS**

Address **CONDOR HOUSE 5-10**

ST PAUL'S CHURCHYARD

Post town **LONDON**

County/Region **LONDON**

Postcode **E C 4 M 8 A L**

Country **UNITED KINGDOM**

DX

Telephone **0203 201 5000**



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 a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



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 filed on paper

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3327347

Charge code: 0332 7347 0008

The Registrar of Companies for England and Wales hereby certifies that a charge dated 14th June 2013 and created by CONTENTFILM THE SEA CHANGE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th June 2013.

Given at Companies House, Cardiff on 26th June 2013



Certified a true and complete copy of the original, *same for material redacted pursuant to 1.8512 of the Companies Act 2006.*
This 21 day of JUNE 2013
Morgan Lewis & Bockius
Registered Foreign Lawyers and Solicitors
5-10 St Paul's Churchyard
London EC4M 8AL
Ref *Elizabeth Barker*
Solicitor

EXECUTION VERSION

TRADEMARK SECURITY AGREEMENT

WHEREAS, pledgors listed on the signature pages hereto (collectively, the "Pledgor"), now owns or holds and may hereafter adopt, acquire or hold Trademarks (defined as all of the following all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, logos, other source of business identifiers and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof or similar property rights, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision of any thereof, and all reissues, extensions or renewals thereof), including, without limitation, the Trademarks listed on Schedule A annexed hereto, as such Schedule may be amended from time to time by the addition of Trademarks subsequently registered or otherwise adopted or acquired, and

WHEREAS, pursuant to that certain Fourth Amended and Restated Credit and Guaranty Agreement dated as of March 26, 2004 as amended and restated as of July 20, 2005, as further amended and restated as of March 1, 2006, as further amended and restated as of July 18, 2008, and as further amended and restated as of June 14, 2013 (as the same may be further amended, restated, supplemented or otherwise modified, renewed or replaced from time to time, the "Credit Agreement"), among Content Media Corporation (formerly known as ContentFilm, Inc) and Content Media Corporation Limited (formerly known as ContentFilm plc) as Borrowers (the "Borrowers"), the Guarantors referred to therein, the Lenders referred to therein (the "Lenders"), JPMorgan Chase Bank, N A, as Administrative Agent for the Lenders (in such capacity, the "Administrative Agent") and as Issuing Bank (in such capacity, the "Issuing Bank"), the Lenders have agreed to make loans and extend other financial accommodations to the Borrowers, and

WHEREAS, pursuant to the terms of the Amended and Restated Security Agreement dated as of March 26, 2004, as amended and restated as of July 20, 2005, between, among others, the Pledgor and the Administrative Agent that was entered into in connection with the Credit Agreement, the Pledgor has granted to the Administrative Agent (for the benefit of itself, the Issuing Bank and the Lenders) a security interest in and to all personal property of the Pledgor, including, without limitation, all right, title and interest of the Pledgor in, to and under all of the Pledgor's Trademarks and Trademark licenses (including, without limitation, those Trademark licenses listed on Schedule B hereto), whether now owned, presently existing or hereafter arising, adopted or acquired and whether or not in the possession of the Pledgor, together with the goodwill of the business connected with, and symbolized by, the Trademarks and all products and proceeds thereof and all income therefrom, including, without limitation, any and all causes of action that exist now or may exist in the future by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment and performance of the Obligations (as such term is defined in the Credit Agreement), and

WHEREAS, the Administrative Agent and the Pledgor by this instrument seek to confirm and make a record of the grant of a security interest in the Trademarks, Trademark licenses and the goodwill associated therewith

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgor does hereby grant to the Administrative Agent (for the benefit of itself, the Issuing Bank, and the Lenders) as security for the Obligations, a continuing security interest in all of the Pledgor's right, title and interest in, to and under the following (all of the following items or types of property being collectively referred to herein as the "Trademark Collateral"), whether now owned, presently existing or hereafter arising, adopted or acquired and whether or not in the possession of the Pledgor

(i) each Trademark and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, including, without limitation, each Trademark referred to in Schedule A annexed hereto,

(ii) each Trademark license, including, without limitation, each Trademark license referred to in Schedule B annexed hereto, to the extent such Trademark license does not prohibit the licensee from assigning or granting a security interest in its rights thereunder, and

(iii) all products and proceeds of, and income from, any of the foregoing, including, without limitation, any claim by the Pledgor against third parties for the past, present or future infringement or dilution of any Trademark or any Trademark licensed under any Trademark license, or for injury to the goodwill associated with any Trademark

The Pledgor agrees to deliver updated copies of Schedules A and B to the Administrative Agent as soon as practicable after the Pledgor registers or otherwise adopts or acquires any Trademark not listed on Schedule A hereto or enters into any Trademark license not listed on Schedule B hereto, and to duly and promptly execute and deliver, or have duly and promptly executed and delivered, at the cost and expense of the Pledgor, such further instruments or documents (in form and substance satisfactory to the Administrative Agent), and promptly perform, or cause to be promptly performed, upon the request of the Administrative Agent, any and all acts, in all cases, as may be necessary, proper or advisable from time to time, in the reasonable judgment of the Administrative Agent, to carry out the provisions and purposes of the Credit Agreement and this Trademark Security Agreement, and to provide, perfect and preserve the liens of the Administrative Agent (for the benefit of itself, the Issuing Bank and the Lenders) granted pursuant to the Credit Agreement, this Trademark Security Agreement, and the other Fundamental Documents (as defined in the Credit Agreement) in the Trademark Collateral or any portion thereof

The Pledgor agrees that if any person, firm, corporation or other entity shall do or perform any act that the Administrative Agent believes constitutes an infringement of any Trademark, or violate or infringe any right of a Pledgor, the Administrative Agent, the Issuing Bank the Lenders, or if any person, firm, corporation or other entity shall do or perform any act that the Administrative Agent reasonably believes constitutes an unauthorized or unlawful use thereof, then and in any such event, upon thirty (30) days' prior written notice to the Pledgor (or if an Event of Default (as defined in the Credit Agreement) is at the time continuing, then without notice), the Administrative Agent may and shall have the right to take such reasonable steps and institute such reasonable suits or proceedings as the Administrative Agent may deem advisable or necessary to prevent such act and conduct and to secure damages and other relief by reason thereof, and to generally take such steps as may be advisable, necessary or proper for the

full protection of the rights of the parties. The Administrative Agent may take such steps or institute such suits or proceedings in its own name or in the name of the Pledgor or in the names of the parties jointly. The Administrative Agent hereby agrees to give the Pledgor notice of any steps taken, or any suits or proceedings instituted, by the Administrative Agent pursuant to this paragraph and the Pledgor agrees to assist the Administrative Agent with any steps taken, or any suits or proceedings instituted by, the Administrative Agent pursuant to this paragraph (provided that the failure to give any such notice shall not affect the validity of any of the same) at the Pledgor's sole expense.

This security interest is granted in conjunction with the security interests granted to the Administrative Agent (for the benefit of itself, the Issuing Bank and the Lenders) pursuant to the Security Agreement. The Pledgor and the Administrative Agent do hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent (for the benefit of itself, the Issuing Bank and the Lenders) with respect to the security interest made and granted hereby are subject to, and more fully set forth in, the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Trademark Security Agreement is made for collateral purposes only. At such time as all Commitments (as defined in the Credit Agreement) under the Credit Agreement have terminated, all Obligations have been indefeasibly fully paid and performed and all Letters of Credit (as defined in the Credit Agreement) have expired or been terminated or canceled, the Administrative Agent (on behalf of itself, the Issuing Bank and the Lenders) shall execute and deliver to the Pledgor, at the Pledgor's expense, without representation, warranty or recourse, all releases and reassignments, termination statements and other instruments as may be necessary or proper to terminate the security interest of the Administrative Agent (for the benefit of itself, the Issuing Bank and the Lenders) in the Trademark Collateral, subject to any disposition thereof that may have been made by the Administrative Agent pursuant to the terms hereof or of the Security Agreement.

So long as no Event of Default shall have occurred and be continuing, and subject always to the various provisions of the Credit Agreement and the other Fundamental Documents to which it is a party, the Pledgor may use, license and exploit the Trademark Collateral in any lawful manner permitted under the Credit Agreement and the other Fundamental Documents.

THIS TRADEMARK SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH, AND GOVERNED BY, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED WHOLLY WITHIN THE STATE OF NEW YORK.

Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Credit Agreement. In the event of a conflict between this Trademark Security Agreement and the Credit Agreement, the provisions of the Credit Agreement will govern.

[Signature pages follow]

Schedule A to Trademark
Security Agreement

TRADEMARKS

Content Media Corporation and/or Content Media Corporation Limited

Mark Registered in the U S	Registering Party	Class	Date of Registration/ Application	Serial #	Status
ContentFilm	Content Media Corporation	9	3/28/01	76/976,226	Intent-to-Use – Notice of Allowance Issued – Statement of Use approved for registration
ContentFilm	Content Media Corporation	41	7/15/03 (original filing was 3/28/01)	Registration # 2,738,829	Registered
Content Film Television Digital (Logo)	Content Media Corporation Limited	9 and 41	March 20, 2012	4,116,402	Registered
Content Media Corporation (Word)	Content Media Corporation Limited	9 and 41	March 20, 2012	4,116,395	Registered
Content Film Television Digital (Word)	Content Media Corporation Limited	9 and 41	March 20, 2012	4,116,396	Registered

Specified Registered UK and Community Trade Marks (“CTM”)

Content Media Corporation Limited

	<u>Country</u>	<u>Trade Mark</u>	<u>Number</u>	<u>Classes</u>
1	UK	JELLIKINS	2201001	9 and 41
2	CTM	JELLABICS	1218569	9 and 41
3	CTM	ST BEARS HOSPITAL & device	1331065	3, 9, 16, 25, 28 and 41
4	CTM	THE SNOW CHILDREN	1522127	3, 9, 16, 25, 28 and 41

ContentFilm Productions Limited

	<u>Country</u>	<u>Trade Mark</u>	<u>Number</u>	<u>Classes</u>
1	CTM	THE BIG GARAGE	88393	3, 9, 16, 25, 28 and 41
2	CTM	THE BIG GARAGE & device	88401	3, 9, 16, 25, 28 and 41

Content Media Corporation Limited

	<u>Country</u>	<u>Trade Mark</u>	<u>Number</u>	<u>Classes</u>
1	UK	THE BIG GARAGE & device	2022740	3, 9, 16, 25, 28 and 41
2	UK	THE BIG GARAGE	2047369	3, 9, 16, 25, 28 and 41

Canadian Trademark

Fireworks Acquisition Limited

Mark Registered in Canada	Registering Party	Date of Registration	Registration #	Licenses
Fireworks & Design	Fireworks Entertainment, Inc	12/7/98	TMA505,206	Trademark Assignment and License Agreement dated as of _____, 2005 by and between Fireworks Entertainment, Inc (as assignor and licensee) and ContentFilm International Limited (as assignee and licensor)

IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be duly executed as of June 14, 2013

PLEDGORS:

CONTENT MEDIA CORPORATION LIMITED (formerly known as ContentFilm plc)

By 

Name: JOHN SCHMIDT

Title: CEO DIRECTOR

CONTENT MEDIA CORPORATION (formerly known as ContentFilm Inc)

By _____

Name:

Title:

TOOL TIME LLC

By _____

Name

Title:

NEVER DIE PRODUCTIONS LLC

By _____

Name:

Title:

IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be duly executed as of June 14, 2013

PLEDGORS:

CONTENT MEDIA CORPORATION LIMITED (formerly known as ContentFilm plc)

By _____
Name _____
Title _____

CONTENT MEDIA CORPORATION (formerly known as ContentFilm Inc)

By _____
Name ✓ JOHN SCHMIDT
Title CEO

TOOL TIME LLC

By _____
Name ✓ JOHN SCHMIDT
Title CEO


NEVER DIE PRODUCTIONS LLC

By _____
Name ✓ JOHN SCHMIDT
Title CEO

O K CORRALES, LLC

By 
Name: ✓ JIAN SCHMIDT
Title: CEO


BIG BOSS, LLC

By 
Name: ✓ JERRY SCHMIDT
Title: CEO

THE GUYS FILM COMPANY, INC.

By 
Name: ✓ JIAN SCHMIDT
Title: CEO

CORPUS LLC

By 
Name: ✓ JIAN SCHMIDT
Title: CEO

CONTENTFILM PRODUCTIONS LIMITED (formerly known as
Winchester Productions Limited)

By _____
Name:
Title.

O K CORRALES, LLC

By _____
Name
Title

BIG BOSS, LLC

By _____
Name
Title


THE GUYS FILM COMPANY, INC

By _____
Name
Title


CORPUS LLC

By _____
Name
Title

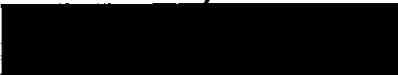
CONTENTFILM PRODUCTIONS LIMITED (formerly known as
Winchester Productions Limited)

By 
Name JOHN SCHMIDT
Title CEO DIRECTOR


CONTENTFILM PICTURES LIMITED (formerly known as
Winchester Pictures Limited)

By 
Name/ JOHN SCHMIDT
Title CEO DIRECTOR


CONTENTFILM MUSIC LIMITED (formerly known as
Winchester Music Limited)

By 
Name/ JOHN SCHMIDT
Title CEO DIRECTOR


CONTENTFILM RAINBOW LIMITED (formerly known as
Winchester (Rainbow) Limited)

By 
Name/ JOHN SCHMIDT
Title CEO DIRECTOR

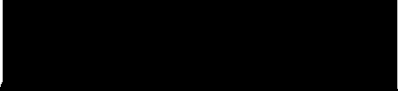
CONTENTFILM THE SEA CHANGE LIMITED (formerly
known as Winchester (The Sea Change) Limited)

By 
Name/ JOHN SCHMIDT
Title CEO DIRECTOR


CONTENTFILM JELLABIES LIMITED (formerly known as
Winchester Jellabies Limited)

By 
Name/ JOHN SCHMIDT
Title CEO DIRECTOR


CONTENTFILM MUGGERS LIMITED (formerly known as
Winchester (Muggers) Limited)

By 
Name/ JOHN SCHMIDT
Title CEO DIRECTOR


CONTENTFILM BEEP LIMITED (formerly known as
Winchester Beep Limited)

By 
Name/ JOHN SCHMIDT
Title CEO DIRECTOR

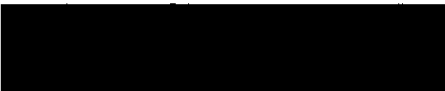
CONTENTFILM HEARTBREAKERS LIMITED (formerly
known as Winchester Heartbreakers Limited)

By 
Name/ JOHN SCHMIDT
Title. CEO DIRECTOR


CONTENTFILM WHEELS LIMITED (formerly known as
Winchester Productions Limited)

By 
Name/ JOHN SCHMIDT
Title CEO DIRECTOR


CONTENTFILM UK DISTRIBUTION LIMITED (formerly
known as Winchester Film Distribution Limited)

By 
Name/ JOHN SCHMIDT
Title CEO DIRECTOR


THE FEATURE FILM COMPANY LIMITED

By 
Name: JOHN SCHMIDT
Title: CEO DIRECTOR


CONTENT MEDIA CORPORATION INTERNATIONAL
LIMITED (formerly known as ContentFilm International Limited)

By 
Name: JOHN SCHMIDT
Title: CEO DIRECTOR

FIREWORKS ACQUISITION LIMITED

By 
Name: JOHN SCHMIDT
Title: CEO DIRECTOR

COBALT MEDIA CAPITAL LIMITED

By 
Name: JOHN SCHMIDT
Title: CEO DIRECTOR

WINCHESTER FILMS, INC

By _____
Name: _____
Title: _____

THE FEATURE FILM COMPANY LIMITED

By _____
Name
Title:

CONTENT MEDIA CORPORATION INTERNATIONAL
LIMITED (formerly known as ContentFilm International Limited)

By _____
Name:
Title:


FIREWORKS ACQUISITION LIMITED

By _____
Name:
Title:

COBALT MEDIA CAPITAL LIMITED

By _____
Name:
Title:

WINCHESTER FILMS, INC

By _____
Name/  _____
Title CEO

CONTENTCO ACQUISITION COMPANY LLC

By _____

Name: JOHN SCHMIDT

Title: CEO

ALLUMINATION FILMWORKS LLC

By _____

Name: JOHN SCHMIDT

Title: CEO

2161244 ONTARIO LTD.

By _____

Name: JOHN SCHMIDT

Title: CEO

CONTENT INTERNATIONAL FILM AND TELEVISION
LIMITED

By _____

Name: _____

Title _____

CONTENTCO ACQUISITION COMPANY LLC

By _____
Name
Title


ALLUMINATION FILMWORKS LLC

By _____
Name
Title

2161244 ONTARIO LTD

By _____
Name
Title.

CONTENT INTERNATIONAL FILM AND TELEVISION
LIMITED

By _____
Name/ 
Title. JOHN SCHMIDT
CEO DIRECTOR.

STATE OF California,
COUNTY OF Los Angeles ^{SS.}

On this the 1st day of June, 2013, before me,
Jennifer Jaye Fraser, the undersigned Notary Public, personally appeared
John Schmitt

☐ personally known to me,

CEO ☒ proved to me on the basis of satisfactory evidence, to be the
_____ of the corporation known as _____ who executed the
foregoing instrument on behalf of the corporation and acknowledged that such corporation
executed it pursuant to a resolution of its Board of Directors

WITNESS my hand and official seal



Notary Public

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Los Angeles

On June 11, 2013 before me, Jennifer Jaye Fraser, Notary Public
(Here insert name and title of the officer)
personally appeared John Schmidt

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies); and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument

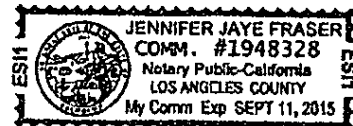
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal.

[Redacted Signature]

(Signature of Notary Public)

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Medemark Security
(Title or description of attached document)

Agreement
(Title or description of attached document continued)

Number of Pages — Document Date 6.11.13

(Additional Information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
☒ Corporate Officer

CEO
(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they- is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits; otherwise, complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - Indicate title or type of attached document, number of pages and date.
 - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

ADMINISTRATIVE AGENT

JPMORGAN CHASE BANK, N A , as
Administrative Agent

By

Name
Title

Darlan A. Singer
Vice President