

MG01

Particulars of a mortgage or charge

223099/65



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

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17/06/2011

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COMPANIES HOUSE

For official use

1

Company details

Company number

0 3 8 4 6 2 9 0

Company name in full

Optimad Media Systems Limited (the "Charging Company")

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

d 0 d 8 m 0 m 6 y 2 y 0 y 1 y 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

Debenture dated 8 June 2011 made between the Charging Company and others
in favour of (1) HSBC Bank plc (in its capacity as Security Agent for the
Beneficiaries) (as defined in the Continuation Pages to Section 6 of this
Form MG01) (2) (the "Debenture")

4

Amount secured

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

Amount secured

The Secured Sums (as defined in the Continuation
Pages to Section 6 of this Form MG01).

Reference to any Finance Document (as defined in
the Continuation Pages to Section 6 of this Form
MG01) includes references to such Finance Document
as varied in any manner from time to time, even if
changes are made to the composition of the parties
to such document or to the nature of any facilities
made available under such document

Continuation page

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

MG01**Particulars of a mortgage or charge****5 Mortgagee(s) or person(s) entitled to the charge (if any)**

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

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

Name HSBC Bank plc (in its capacity as Security Agent)

Address 70 Pall Mall

London

Postcode S W 1 Y 5 E Z

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

In this Section 6, references to Clauses and Schedules are to Clauses of and Schedules to, the Debenture, unless otherwise specified. References in this Form MG01 to the Debenture or to any other document (including any Finance Document) include reference to the Debenture, or to such other document, as varied in any manner from time to time. Definitions used in this Form MG01 are set out at the end of the Continuation Pages to this Section 6

The Continuation Pages to this Section 6 refer to covenants by and restrictions on, the Charging Company which protect and further define the charges created by the Debenture and which must be read as part of those charges

Particulars of property charged or mortgaged

- 1 The Charging Company, with full title guarantee, as security for the payment or discharge of all Secured Sums, assigned absolutely to the Security Agent
 - (a) all of its rights, title and interest from time to time in respect of any sums payable to it pursuant to the Insurance Policies,
 - (b) all its rights, title and interest from time to time in respect of the Hedging Agreements, and
 - (c) all its rights, title and interest from time to time in respect of any Structural Intra-Group Loans.

PLEASE SEE ATTACHED CONTINUATION PAGES

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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		
Short particulars	<p style="text-align: right;">(Continuation Page 1 of Section 6)</p> <p>2. The Charging Company, with full title guarantee, as security for the payment or discharge of all Secured Sums, charged to the Security Agent</p> <p>(a) [intentionally left blank],</p> <p>(b) by way of legal mortgage, all other Land in England and Wales vested in it at the Debenture Date and not registered at the Land Registry,</p> <p>(c) by way of fixed charge</p> <p>(1) all other Land which is at the Debenture Date, or in the future becomes, its property (including any leasehold interest only to the extent that such leasehold interest is not prohibited under its terms from being charged or has by virtue of obtaining lessor's consent pursuant to Clause 3.7(a) ceased to be a Floating Charge Property);</p> <p>(11) all interests and rights in or relating to Land or the proceeds of sale of Land at the Debenture Date or in the future belonging to it (including any leasehold interest only to the extent that such leasehold interest is not prohibited under its terms from being charged or has by virtue of obtaining Lessor's consent ceased to be a Floating Charge Property),</p> <p>(111) all plant and machinery at the Debenture Date or in the future attached to any Land which, or an interest in which, is charged by it under the preceding provisions of Clause 3.2;</p> <p>(1v) all rental and other income and all debts and claims at the Debenture Date or in the future due or owing to it under or in connection with any lease, agreement or licence relating to Land,</p> <p>(v) all Specified Investments which are at the Debenture Date its property, including all proceeds of sale derived from them,</p> <p>(v1) all Specified Investments in which the Charging Company may in the future acquire any interest (legal or equitable), including all proceeds of sale derived from them,</p> <p>(v11) all Derivative Rights of a capital nature at the Debenture Date or in the future accruing or offered in respect of its Specified Investments,</p> <p style="text-align: right;">PLEASE SEE NEXT CONTINUATION PAGE</p>		

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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

Short particulars

(Continuation Page 2 of Section 6)

- (viii) all Derivative Rights of an income nature at the Debenture Date or in the future accruing or offered at any time in respect of its Specified Investments,
- (ix) all insurance or assurance contracts or policies at the Debenture Date or in the future held by or otherwise benefiting it which relate to Fixed Security Assets or which are at the Debenture Date or in the future deposited by it with the Security Agent, together with all its rights and interests in such contracts and policies (including the benefit of all claims arising and all money payable under them) apart from any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) in the Debenture,
- (x) all its goodwill and uncalled capital for the time being,
- (xi) where Specified Investments are held in a Relevant System, all its rights against the operator of the Relevant System or any participant in respect of such Specified Investments,
- (xii) all Specified Intellectual Property belonging to it,
- (xiii) all other Intellectual Property presently belonging to it, including its interest in any Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others (to the extent that any consent of a relevant person has been obtained),
- (xiv) all Intellectual Property that may be acquired by or belong to it in the future, including any such Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others (to the extent that any consent of a relevant person has been obtained),
- (xv) the benefit of all agreements and licences at the Debenture Date or in the future entered into or enjoyed by it relating to the use or exploitation of any Intellectual Property in any part of the world,
- (xvi) all its rights at the Debenture Date or in the future in relation to trade secrets, confidential information and knowhow in any part of the world,

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(Continuation Page 3 of Section 6)

- (xvii) all its rights and causes of action in respect of infringement(s) (past, present or future) of the rights referred to in sub-paragraphs (c)(ix) to (xiv) inclusive of Clause 3 2;
- (xviii) all trade debts at the Debenture Date or in the future owing to it,
- (xix) all debts owing to it pursuant to an intercompany loan agreement dated 23 May 2011 between Lausanne Financing Limited (as lender) and Lausanne Acquisition Limited (as borrower),
- (xx) all other debts at the Debenture Date or in the future owing to it, excluding those arising on fluctuating accounts with other members of the Group,
- (xxi) the benefit of all instruments, guarantees, charges, pledges and other security and all other rights and remedies available to it in respect of any Fixed Security Asset except to the extent that such items are for the time being effectively assigned under Clause 3 1 (Assignments);
- (xxii) any beneficial interest, claim or entitlement it has in any pension fund at the Debenture Date or in the future;
- (xxiii) all rights, money or property accruing or payable to it at the Debenture Date or in the future under or by virtue of a Fixed Security Asset except to the extent that such rights, money or property are for the time being effectively assigned or charged by fixed charge under the foregoing provisions of this Debenture,
- (xxiv) all moneys at any time standing to the credit of any Holding Account and/or Mandatory Prepayment Account; and
- (xxv) the benefit of all licences, consents and authorisations held in connection with its business or the use of any Asset and the right to recover and receive all compensation which may be payable in respect of them

PLEASE SEE NEXT CONTINUATION PAGE

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	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p style="text-align: right;">(Continuation Page 4 of Section 6)</p> <p>3 The Charging Company, with full title guarantee, charged to the Security Agent as security for the payment or discharge of all Secured Sums, by way of floating charge</p> <p>(a) all its Assets, except to the extent that such Assets are for the time being effectively assigned by way of security by virtue of Clause 3 1 (<i>Assignments</i>) or charged by any fixed charge contained in Clause 3 2 (<i>Fixed security</i>), including any Assets comprised within a charge which is reconverted under Clause 4 4 (<i>Reconversion</i>), and</p> <p>(b) without exception, all its Assets in so far as they are for the time being situated in Scotland,</p> <p>but in each case so that the Charging Company shall not create any Security over any such Asset (whether having priority over, or ranking <i>pari passu</i> with or subject to, this floating charge) or take any other step referred to in Clause 7 (<i>Negative pledge and other restrictions</i>) with respect to any such Asset, and the Charging Company shall not, without the consent of the Security Agent, sell, transfer, part with or dispose of any such Asset (except by way of sale in the ordinary course of its business to the extent that such action is not otherwise prohibited by any Finance Document).</p> <p style="text-align: center;">Covenants and restrictions contained in the Debenture</p> <p>1 By Clause 6.3 (<i>No derogation</i>) the Charging Company agreed not to purport, without the Security Agent's prior written consent, to charge, factor, discount, assign, postpone, subordinate, release or waive its rights in respect of any Receivable in favour of any person or do or omit to do anything which might delay or prejudice its full recovery</p> <p>2 By Clause 7 the Charging Company agreed that it would not, without the prior written consent of the Security Agent (and with the exception of Permitted Security):</p> <p>(a) create, or agree or attempt to create, or permit to subsist, any Security or any trust over any of its Assets, or</p> <p>(b) sell, assign, lease, license or sub-license, or grant any interest in, any of its Fixed Security Assets, or part with possession or ownership of them, or purport or agree to do so. PLEASE</p> <p style="text-align: right;">PLEASE SEE NEXT CONTINUATION PAGE</p>	

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Please give the short particulars of the property mortgaged or charged

Short particulars

(Continuation Page 5 of Section 6)

- 3 By Clause 11 2 the Charging Company agreed that it would not without the prior written consent of the Security Agent
- (a) save in the ordinary course of business, carry out any building work on its Land, or make any structural alteration to any building on its Land, or apply for any planning consent for the development or change of use of its Land, or at any time sever, remove or dispose of any fixture on it if any such action would be reasonably likely to materially adversely affect the value of such Land,
 - (b) enter into any onerous or restrictive obligation affecting its Land or create or permit to arise any overriding interest or any easement or right whatever in or over it which would be reasonably likely to affect adversely its value or the value of the Security constituted by the Debenture over it,
 - (c) exercise any power of leasing in relation to its Land, or accept surrenders of leases of its any Land or agree to do so, excluding any leasehold land with a term of less than 25 years to run,
 - (d) extend, renew on substantially different terms or vary any lease or tenancy agreement or give any licence to assign or underlet in relation to its Land to the extent that it would be reasonably likely to materially adversely affect its value or the value of the Security constituted by the Debenture,
 - (e) make any election to waive the exemption under paragraph 2 of Schedule 10 of the Value Added Tax Act 1994 in its capacity as landlord of any such Land,
 - (f) part with possession of its Land (except on the determination of any lease, tenancy or licence granted to it) or except as expressly permitted by the terms of the Finance Documents, or
 - (g) share the occupation of any Land with any other person or agree to do so

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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

Short particulars

(Continuation Page 6 of Section 6)

- 4 By Clause 12 2 the Charging Company agreed that without the prior written consent of the Security Agent (other than as expressly permitted by the Finance Documents), it would not:
- (a) sell, assign, lease, license, sub-license or grant any interest in its Intellectual Property Rights, or purport or agree to do so or part with possession or ownership of them, or allow any third party access to, or the right to use or exploit, any Intellectual Property Rights,
 - (b) enter into any contract or arrangement for supply or otherwise whereby any third party obtains any assignment of or any right or licence in relation to any Intellectual Property Rights on the occurrence or non-occurrence of any future event or circumstance whatever,
 - (c) amend the specification of any registered trade mark included in its Intellectual Property Rights or authorise or permit any third party to register any trade mark which is the same as or confusingly similar to any such trade mark in respect of goods or services which are the same as or similar to the goods or services for which such trade mark is registered to the extent that it would be reasonably likely to materially and adversely affect its value or the value of the security constituted by the Debenture, or
 - (d) amend the specification or drawings referred to in any granted patent to the extent that it would be reasonably likely to materially and adversely affect its value or the value of the security constituted by the Debenture.
- 5 By Clause 13 5 the Charging Company covenanted with the Security Agent that it will not, without the prior written consent of the Security Agent:
- (a) consent to its Specified Investments being consolidated, sub-divided or converted or any rights attached to them being varied; or
 - (b) give an instruction for its uncertificated Specified Investments to be recertificated (or for its certificated Specified Investments to be converted into uncertificated form) without the Security Agent's prior written consent and shall ensure that on recertification the new certificates are delivered to the Security Agent immediately on their issue

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Definitions

"Account Bank" means HSBC Bank plc or any other major UK clearing bank which the Parent may nominate from time to time

"Act" means the Companies Act 2006

"Assets" means in relation to the Charging Company, all its undertaking, property, assets, revenues and rights of every description, or any part of them.

"Beneficiary" means each Finance Party and each Hedge Counterparty.

"Chargor" means each company named below and (with effect from its accession) each other company which executes a Deed of Accession and Charge and any company which subsequently adopts the obligations of a Chargor.

Name of Chargor	Registered Number
Lausanne Financing Limited	7476022
Lausanne Acquisitions Limited	7479150
Independent Media Distribution Limited	2127174
IMD Media Limited	3238065
Optimad Media Systems Limited	3846290

"Closing Date" means 8 June 2011

"Debenture Date" means 8 June 2011.

"Deed of Accession and Charge" means a deed of accession and charge substantially in the form of Schedule 3 (*Form of Deed of Accession and Charge for a New Chargor*)

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(Continuation Page 8 of Section 6)

"Derivative Rights" includes.

- (a) allotments, rights, money or property arising at any time in relation to any Investments by way of conversion, exchange, redemption, bonus, preference, option or otherwise;
- (a) dividends, distributions, interest and other income paid or payable in relation to any Investments, and
- (b) stock, shares and securities offered in addition to or substitution for any Investments.

"Finance Document" means the Facilities Agreement, any Accession Deed, any Ancillary Document, any Compliance Certificate, any Fee Letter, any Hedging Agreement, the Intercreditor Agreement, the Investor Side Letter, any Resignation Letter, any Selection Notice, any Transaction Security Document, any Utilisation Request, and any other document designated as a "Finance Document" by the Agent and the Parent (each term as defined in the Facilities Agreement)

"Finance Party" means the Agent, the Security Agent, the Arrangers, the Lenders and any Ancillary Lender (each term as defined in the Facilities Agreement, unless otherwise defined in this Section 6 of this Form MG01)

"Fixed Security Asset" means an Asset for the time being comprised within an assignment created by Clause 3.1 (Assignments) or within a mortgage or fixed charge created by Clause 3.2 (Fixed security) or arising on crystallisation of a floating charge whether under Clause 4 (Crystallisation) or otherwise

"Floating Charge Property" means any leasehold interests owned by the Charging Company which the Charging Company is prohibited under the terms of the lease from charging or for which landlord consent is required and has not yet been obtained in accordance with Clause 3.7 (a) (Lessor's consent)

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"Group" means the Parent and its Subsidiaries for the time being (and including the Target Group (as defined in the Facilities Agreement) on or after the Closing Date)

"Land" means freehold and leasehold, and any other estate in, land and (outside England and Wales) immovable property and in each case all buildings and structures upon and all things affixed to Land (including trade and tenant's fixtures).

"Mandatory Prepayment Account" has the meaning given to that term in the Facilities Agreement.

"Parent" means Lausanne Financing Limited a limited liability company incorporated under the laws of England and Wales with registered number 7476022

"Permitted Security" has the meaning given to that term in the Facilities Agreement.

"Receivables" in relation to the Charging Company, means all sums of money receivable by it at any time consisting of or payable under or derived from any Asset described in Clause 3.2 (Fixed security)

"Relevant System" has the meaning given to that term by the Uncertificated Securities Regulations 2001 and includes the CREST system and also any other system or facility (whether established in the United Kingdom or elsewhere) providing means for the deposit of, and clearance of transactions in, Investments

"Secured Sums" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Chargor to all or any of the Beneficiaries under each or any of the Finance Documents, in each case together with

(a) all costs, charges and expenses incurred by any Beneficiary in connection with the protection, preservation or enforcement of its rights under any Finance Document, and

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(Continuation Page 10 of Section 6)

(b) all moneys, obligations and liabilities due, owing or incurred in respect of any variations or increases in the amount or composition of the facilities provided under any Finance Document or the obligations and liabilities imposed under such documents.

"Security" has the meaning given to that term in the Facilities Agreement

"Security Agent" means HSBC Bank plc acting as security agent and trustee for the Beneficiaries including any successor appointed by the Beneficiaries pursuant to the Finance Documents.

"Specified Intellectual Property" means the following

New Chargor	Country	Applicatio n No	Trade Mark	Class	Regist- ration date	Status
Optimad Media Systems Limited	EU	612614	CARIA	09, 35, 38, 42	24 July 2008	Registered

"Specified Investments" means, in relation to the Charging Company, all Investments which at any time

(a) represent a holding in a Subsidiary of the Charging Company or an undertaking which would be its subsidiary undertaking if in section 1162(2)(a) of the Act "30 per cent or more" were substituted for "a majority",

(b) are held in the name of the Security Agent or its nominee or to its order, or

(c) the Charging Company has deposited certificates for with the Security Agent or which, if uncertificated, are held in an escrow or other account in favour of the Security Agent or its nominee

"Structural Intra-Group Loan" means the loan made or to be made by the Parent to the Charging Company pursuant to the Structural Intra-Group Loan Agreement and any other loans made by one member of the Group to another member of the Group specified in the Structure Memorandum (each term as defined in the Facilities Agreement)

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Please give the short particulars of the property mortgaged or charged

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(Continuation Page 11 of Section 6)

"Subsidiary" has the meaning given to that term in the Facilities Agreement.

"Target Group" has the meaning given to that term in the Facilities Agreement.

"Target Shares" has the meaning given to that term in the Facilities Agreement

END OF CONTINUATION PAGES

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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

Not applicable

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 H3ya Loans International 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 F3PRM/F3MAT/R4537 00722

Company name
Hogan Lovells International
LLP

Address Atlantic House

50 Holborn Viaduct

Post town London

County/Region

Postcode E C 1 A 2 F G

Country

DX 57 London Chancery Lane

Telephone +44 20 7296 2000



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

- ☐ The company name and number match the information held on the public Register
- ☐ You have included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge.

Make cheques or postal orders payable to 'Companies House'.



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below.

For companies registered in England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland:

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland:

The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 3846290
CHARGE NO. 4**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 8 JUNE 2011
AND CREATED BY OPTIMAD MEDIA SYSTEMS LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM
EACH CHARGOR TO ALL OR ANY OF THE BENEFICIARIES 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 JUNE 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 20 JUNE 2011



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES