



Registration of a Charge

Company name: **AMAZING MEDIA GROUP LIMITED**

Company number: **06061415**



X3AAYTN7

Received for Electronic Filing: **18/06/2014**

Details of Charge

Date of creation: **03/06/2014**

Charge code: **0606 1415 0002**

Persons entitled: **ALPS INTERNATIONAL LLC**

Brief description:

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **BIRD & BIRD LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6061415

Charge code: 0606 1415 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 3rd June 2014 and created by AMAZING MEDIA GROUP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 18th June 2014 .

Given at Companies House, Cardiff on 18th June 2014

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

We hereby certify that, Save for the material redacted pursuant to S. 8594 of the Companies Act 2006, this copy instrument is a correct copy of the original.

Bird & Bird LLP
15 Fetter Lane
London EC4A 1JP
18 June 2014

PLEDGE AGREEMENT

THIS PLEDGE AGREEMENT ("*Pledge Agreement*") dated as of June 2, 2014, is made by AMAZING MEDIA GROUP LIMITED, a company incorporated in England and Wales under registered number 06061415 (the "*Pledgor*"), in favor of ALPS INTERNATIONAL LLC, a Delaware limited liability company ("*Lender*").

RECITALS

A. Pursuant to that certain letter, dated as of the date hereof (as the same may from time to time be amended, modified, supplemented or restated, the "*Facility Letter*"), by and between the Pledgor, Amazing Media Holdings Inc., a Delaware corporation (together with the Pledgor, collectively, "*Borrowers*"), and Lender, Lender has agreed to make certain advances of money and to extend certain financial accommodations to Borrowers in the amounts and manner set forth in the Facility Letter (collectively, the "*Loans*").

B. The Pledgor is the record and beneficial owner of the shares of stock or other equity interests shown on *Schedule I* attached hereto, which Schedule I is incorporated herein by this reference, and may be amended or supplemented pursuant to the terms of this Pledge Agreement (collectively, the "*Pledged Interests*").

C. It is a condition precedent to the effectiveness of the Facility Letter that the Pledgor shall have executed and delivered this Pledge Agreement to Lender.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Pledgor hereby represents, warrants, covenants and agrees as follows:

1. **Definitions.** All capitalized terms used but not defined herein shall have the respective meanings given to them in the Facility Letter or the Security Agreement attached thereto. In addition, the following terms not otherwise defined in the preamble or recitals of this Pledge Agreement shall have the following meanings:

"*Act*" means the Securities Act of 1933, as amended.

"*Pledged Collateral*" shall have the meaning set forth in Section 2(a), below.

"*Secured Obligations*" shall have the meaning set forth in Section 2(a), below.

2. Pledge.

(a) As security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all Secured Obligations arising under the Loan Documents, together with, without limitation, the prompt payment of all expenses, including, without limitation, reasonable attorneys' fees incidental to the collection of

the Secured Obligations and the enforcement or protection of Lender's Lien in and to the Collateral pledged hereunder, the Pledgor hereby pledges to Lender, and grants to Lender, for the benefit of Lender, a security interest in all of the following (collectively, the "**Pledged Collateral**"), except as specifically provided in Section 6, below:

(i) the Pledged Interests owned or held by the Pledgor and the certificates representing such Pledged Interests, and all dividends, distributions, cash, instruments, and other property or proceeds from time to time received, receivable, or otherwise distributed in respect of or in exchange for any or all of such Pledged Interests;

(ii) all voting trust certificates held by the Pledgor evidencing the right to vote any Pledged Interests subject to any voting trust; and

(iii) all additional shares or other equity interests and voting trust certificates from time to time acquired by the Pledgor in any manner (which additional shares or other equity interests shall be deemed to be part of the Pledged Interests), and the certificates representing such additional shares or other equity interests, and all dividends, distributions, cash, instruments, and other property or proceeds from time to time received, receivable, or otherwise distributed in respect of or in exchange for any or all of such shares or other equity interests.

(The Secured Obligations and all other obligations and covenants to be performed by the Pledgor in favor of Lender, including, without limitation, under the Facility Letter, this Pledge Agreement or any other Loan Document, shall hereinafter from time to time be collectively referred to as the "**Secured Obligations**".)

(b) Lender's security interest in the Pledged Collateral shall be of first priority.

3. Delivery of Pledged Collateral. The Pledgor shall deliver to Lender concurrently with the execution hereof all certificates or other instruments representing or evidencing any Pledged Interests, accompanied by appropriate duly executed instruments of transfer or assignment (including, without limitation, stock powers) in blank, all in form and substance satisfactory to Lender. Except as specifically provided in Section 6 below, the Pledgor shall receive all certificates, cash, instruments, and other property or proceeds from time to time received, receivable, or otherwise distributed in respect of or in exchange for any or all of the Pledged Interests in trust for Lender, and shall immediately upon receipt deliver to Lender such certificates, cash, instruments, and other property and proceeds, together with any necessary endorsement.

4. Representations and Warranties. The Pledgor hereby represents and warrants to Lender as follows:

(a) The Pledgor is the sole holder of record and the sole beneficial owner of the Pledged Collateral pledged to Lender by the Pledgor under Section 2 of this Pledge Agreement, free and clear of any Lien thereon or affecting title thereto, except for (i) the Lien created by this Pledge Agreement and (ii) Permitted Liens.

(b) None of the Pledged Interests has been transferred in violation of the securities registration, securities disclosure or similar laws of any jurisdiction to which such transfer may be subject with respect to which such transfer could reasonably be expected to result in or have a material adverse effect on the Pledgor or any of its subsidiaries.

(c) No consent, approval, authorization or other order of any Person and no consent or authorization of any governmental authority or regulatory body is required to be made or obtained by the Pledgor either (i) for the pledge by the Pledgor of the Pledged Collateral pursuant to this Pledge Agreement or for the execution, delivery, or performance of this Pledge Agreement by the Pledgor; or (ii) for the exercise by Lender of the voting or other rights provided for in this Pledge Agreement or the remedies in respect of the Pledged Collateral pursuant to this Pledge Agreement, except as may be required in connection with such disposition by laws affecting the offering and sale of securities generally.

(d) The pledge, grant of a security interest in, and delivery of the Pledged Collateral pursuant to this Pledge Agreement will create a valid first priority Lien on and in the Pledged Collateral, subject only to Permitted Liens, pledged by the Pledgor, and the proceeds thereof, securing the payment of the Secured Obligations assuming (i) continued possession of the certificates or other instruments representing or evidencing the Pledged Interests by Lender and (ii) that Lender has no notice prior to or on the date of delivery of such Pledged Interests of an adverse claim within the meaning of the UCC.

(e) This Pledge Agreement has been duly executed and delivered by the Pledgor and constitutes a legal, valid, and binding obligation of the Pledgor, enforceable in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, or other similar laws affecting the rights of creditors generally or by the application of general equity principles.

(f) All information with respect to the Pledged Collateral set forth in any schedule, certificate or other writing at any time furnished by the Pledgor to Agent, and all other written information at any time furnished by the Pledgor to Agent, is and shall be true and correct in all material respects as of the date furnished.

(g) *Schedule III* to this Pledge Agreement sets forth a list of each Subsidiary of the Pledgor, together with its jurisdiction of organization, the authorized and issued stock or other equity interest of each such Subsidiary, by class and number and including the holders of such stock or other equity interest and the percentage of each class legally owned or to be owned by such holders as of the date hereof and on a fully diluted basis.

(h) The address of the location of the records of the Pledgor concerning the Pledged Collateral and the address of the Pledgor's principal place of business and chief executive office are set forth in *Schedule IV* to this Pledge Agreement.

The Pledgor covenants, warrants, and represents to Lender that all representations and warranties contained in this Pledge Agreement shall be true at the time of the Pledgor's execution of this Pledge Agreement, and shall continue to be true until the Secured Obligations

have been paid or otherwise satisfied in full (or, if any of such representations change, the Pledgor shall give prompt notice to Lender of such change).

5. Covenants of Pledgor. The Pledgor covenants and agrees that until the Secured Obligations have been paid and performed in full or otherwise terminated pursuant to Section 8, below:

(a) Without the prior written consent of Lender or except as permitted by the Facility Letter, the Pledgor shall not sell, assign, transfer, pledge, or otherwise encumber any of the Pledgor's rights in or to the Pledged Collateral pledged by the Pledgor or any unpaid dividends or other distributions or payments with respect thereto or grant a Lien therein except as otherwise permitted by this Pledge Agreement.

(b) The Pledgor shall, at the Pledgor's own expense, promptly execute, acknowledge, and deliver all such instruments and take all such action as Lender from time to time may reasonably request in order to ensure to Lender the benefits of the Lien in and to the Pledged Collateral intended to be created by this Pledge Agreement.

(c) Except as otherwise permitted by the Facility Letter, the Pledgor shall maintain, preserve and defend the title to the Pledged Collateral and the Lien of Lender thereon against the claim of any other Person.

(d) The Pledgor shall, upon obtaining any additional shares of stock or other equity interest of any Subsidiary not evidenced on *Schedule I* attached hereto, promptly (and in any event within three (3) Business Days) deliver to Lender all share certificates and voting trust certificates respecting such stock or other equity interest, and deliver to Lender a Pledge Amendment duly executed by the Pledgor, substantially in the form of *Schedule II* attached hereto, which is incorporated herein by this reference (a "*Pledge Amendment*"), and executed instruments of transfer or assignment (including, without limitation, stock powers), executed in blank, in respect of the additional shares of stock or other equity interests which are to be pledged pursuant hereto. The Pledgor hereby authorizes Lender to attach each such Pledge Amendment hereto and agrees that all shares or other equity interests listed on any Pledge Amendment delivered to Lender shall for all purposes hereunder be considered Pledged Collateral.

(e) Subject to the provisions of Section 5(f), the Pledgor shall keep at its address indicated on *Schedule IV* (as amended by the Pledgor from time to time) all its records concerning the Pledged Collateral.

(f) The Pledgor shall furnish Lender such information concerning the Pledged Collateral as it may from time to time reasonably request, and will permit Lender and its designees, from time to time during normal business hours upon reasonable notice, to inspect, audit and make copies of and extracts from all records and all other papers in the possession of the Pledgor which pertain to the Pledged Collateral, and shall upon the request of Lender, deliver to Lender copies of all of such records and papers.

(g) The Pledgor agrees that a breach of any covenants contained in this Section 5 will cause irreparable injury to Lender, that Lender has no adequate remedy at law in

respect of such breach and, as a consequence, agrees that each and every covenant contained in this Section 5 shall be specifically enforceable against the Pledgor, and the Pledgor hereby waives and agrees not to assert any defenses against an action for specific performance of such covenants except for a defense that the Secured Obligations are not then due and payable.

6. Pledgor's Rights. So long as no Event of Default shall have occurred and be continuing:

(a) The Pledgor shall have the right to vote and give consents with respect to the Pledged Collateral or any part thereof for all purposes not inconsistent with the provisions of this Pledge Agreement and the Facility Letter; *provided, however*, that no vote shall be cast, and no consent shall be given or action taken, which would have the effect of impairing the position or interest of Lender in respect of the Pledged Collateral.

(b) The Pledgor shall be entitled to collect and receive for the Pledgor's own use, and shall not be required to pledge pursuant to Section 2 above, any cash dividends or distributions paid in respect of the Pledged Interests, *except* such dividends or distributions as are prohibited under the Facility Letter or any other Loan Document; *provided, however*, that until actually paid, all rights to any such permitted dividends or distributions shall remain subject to the Lien created by this Pledge Agreement. All dividends or distributions in respect of any of the Pledged Interests of the Pledgor whenever paid or made (other than such cash dividends or distributions as are permitted to be paid to the Pledgor in accordance with this clause (b)) shall be delivered to Lender to hold as Pledged Collateral and shall, if recovered by the Pledgor, be received in trust for the benefit of Lender, be segregated from the other property or funds of the Pledgor, and be forthwith delivered to Lender as Pledged Collateral.

7. Defaults and Remedies.

7.1 Events of Default. It shall be an "*Event of Default*" hereunder upon the occurrence of an Event of Default under or as defined in the Facility Letter or any other Loan Document.

7.2 Remedies. Upon the occurrence of an Event of Default and so long as the same shall be continuing:

(a) All or any portion of the Secured Obligations may, at the option of Lender and without demand, notice, or legal process of any kind, be declared, and immediately shall become, due and payable.

(b) The Lender (personally or through an agent) is hereby authorized and empowered to transfer and register in its name or in the name of its nominee the whole or any part of the Pledged Collateral, to exchange certificates or instruments representing or evidencing Pledged Interests for certificates or instruments of smaller or larger denominations, to exercise the voting rights with respect thereto, to collect and receive all cash dividends and other distributions made thereon from and after such date, to sell in one or more sales after ten (10) days' notice of the time and place of any public sale or of the time after which a private sale is to take place (which notice the Pledgor agrees is commercially reasonable), but without any previous notice or advertisement, the whole or any part of the Pledged Collateral and to

otherwise act with respect to the Pledged Collateral as though Lender was the outright owner thereof, the Pledgor hereby irrevocably constituting and appointing Lender the proxy and attorney-in-fact of the Pledgor, with full power of substitution (which appointment is coupled with an interest) to take all such actions permitted hereunder or otherwise permitted by law; *provided, however*, Lender shall not have any duty to exercise any such right or to preserve the same and shall not be liable for any failure to do so or for any delay in doing so. Any sale shall be made at a public or private sale at such location as Lender may reasonably select, and to the extent permitted by law Lender may be the purchaser of the whole or any part of the Pledged Collateral so sold and hold the same thereafter in its own right free from any claim of the Pledgor or any right of redemption. Each sale shall be made to the highest bidder, but Lender reserves the right to reject any and all bids at such sale which it, in its sole discretion, shall deem inadequate. Except as otherwise provided herein, the Pledgor hereby waives demand of performance, notices of sale, advertisements, and the presence of the Pledged Collateral at any sale thereof. Any sale hereunder may be conducted by an auctioneer or any officer or agent of Lender.

(c) If, at the original time or times appointed for the sale of the whole or any part of the Pledged Collateral by public sale, the highest bid shall be inadequate to discharge in full all the Secured Obligations if there be but one sale, or if the Pledged Collateral be offered for sale in lots, if at any of such sales, the highest bid for the lot offered for sale would indicate to Lender, in its sole discretion, the unlikelihood of the proceeds of the sales of the whole of the Pledged Collateral being sufficient to discharge all the Secured Obligations, Lender may, on one or more occasions and in its sole discretion, postpone any of said sales by public announcement at the time of sale, and no other notice of such postponement or postponements of sale need be given, any other notice being hereby waived; *provided, however*, that if a public sale is postponed for more than sixty (60) days, Lender shall re-notice the Pledgor of any subsequent public sale of the affected Pledged Collateral in accordance with Section 7.2(b), above.

(d) In the event of any sales hereunder, Lender shall, after deducting all reasonable costs or expenses of every kind (including, without limitation, reasonable attorneys' fees, costs and other reasonable legal expenses) for care, safekeeping, collection, sale, delivery, or otherwise, apply the residue of the proceeds of the sales to the payment or reduction, either in whole or in part, of the Secured Obligations in accordance with the agreements and instruments governing and evidencing such Secured Obligations, returning the surplus, if any, to the Pledgor or to whosoever may be lawfully entitled to receive the same. The Lender shall, in no event, be required to pay, in the aggregate taking into account all other payments made to the Pledgor under this Section 7.2(d), more than the total value of such surplus, as reasonably determined by Lender, and Lender shall not be responsible for the apportionment or payment of any surplus to the Pledgor except to the Pledgor pursuant to this Section 7.2(d).

(e) If, at any time when Lender shall determine to exercise its right to sell the whole or any part of the Pledged Collateral hereunder, such Pledged Collateral or the part thereof to be sold shall not, for any reason whatsoever, be effectively registered under the Act, Lender may, in its discretion (subject only to applicable requirements of law), sell such Pledged Collateral or part thereof by private sale in such manner and under such circumstances as Lender may deem necessary or advisable, but subject to applicable law and the other requirements of this Section 7, and shall not be required to effect such registration or cause the same to be

effected. Without limiting the generality of the foregoing, in any such event Lender may, in its sole discretion, (i) in accordance with applicable securities laws, proceed to make such private sale notwithstanding that a registration statement for the purpose of registering such Pledged Collateral or part thereof could be or shall have been filed under the Act; (ii) approach and negotiate with a single possible purchaser to effect such sale; and (iii) restrict such sale to a purchaser who will represent and agree that such purchaser is purchasing for its own account, for investment, and not with a view to the distribution or sale of such Pledged Collateral or part thereof. In addition to a private sale as provided above in this Section 7, if any of the Pledged Collateral shall not be freely distributable to the public without registration under the Act at the time of any proposed sale hereunder, then Lender shall not be required to effect such registration or cause the same to be effected but may, in its sole discretion (subject only to applicable requirements of law), require that any sale hereunder (including a sale at auction) be conducted subject to such restrictions as Lender may, in its sole discretion, deem necessary or appropriate in order that such sale (notwithstanding any failure so to register) may be effected in compliance with the Bankruptcy Laws and other laws affecting the enforcement of creditors' rights and the Act and all applicable state securities laws.

8. Termination. Immediately following the full and complete payment, in cash, of all the Secured Obligations, Lender shall deliver to the Pledgor the Pledged Collateral pledged by the Pledgor at the time subject to this Pledge Agreement and all instruments of assignment executed in connection therewith, free and clear of the Lien hereof, and, except as otherwise provided herein, all of the Pledgor's obligations hereunder shall at such time terminate.

9. Miscellaneous.

9.1 Entire Agreement. This Pledge Agreement constitutes and contains the entire agreement of the parties and supersedes any and all prior and contemporaneous agreements, negotiations, correspondence, understandings and communications between the parties, whether written or oral, respecting the subject matter hereof.

9.2 Assignability. This Pledge Agreement shall be binding upon and inure to the benefit of the Pledgor and Lender, and their respective successors and assigns as permitted under the Facility Letter, except that no Pledgor shall not have the right to assign its rights hereunder or any interest herein without the prior written consent of Lender.

9.3 Notices. All notices and communications provided for hereunder shall be given in the manner provided for in the Facility Letter.

9.4 No Waiver; Amendments. No failure on the part of Lender to exercise, no delay in exercising and no course of dealing with respect to, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder or under any of the other Loan Documents preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law. This Pledge Agreement may not be amended or modified except by written agreement between Pledgor and Lender, and no consent or waiver hereunder shall be valid unless in writing and signed by Lender.

9.5 Severability. If any provision of this Pledge Agreement is held to be unenforceable for any reason, it shall be adjusted, if possible, rather than voided in order to achieve the intent of the parties to the extent possible. In any event, all other provisions of this Pledge Agreement shall be deemed valid and enforceable to the full extent possible.

9.6 Governing Law. This Pledge Agreement has been delivered to Lender and accepted by Lender in the State of New York. This Pledge Agreement shall be governed by, construed and interpreted in accordance with the laws of the State of New York as applicable to contracts made and performed in such state, without regard to the principles thereof regarding conflict of laws.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Pledge Agreement to be executed and delivered by their duly authorized officer on the date first set forth above.

PLEDGOR:

AMAZING MEDIA GROUP LIMITED, a company
incorporated in England and Wales under
registered number 06061415

By: **[REDACTED]**

Printed Name: **PAUL CAMPBELL**

Title: **DIRECTOR**

ACCEPTED AND ACKNOWLEDGED BY:

ALPS INTERNATIONAL LLC, a Delaware limited
liability company

By: _____

Printed Name: **SONG PAK**

Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Pledge Agreement to be executed and delivered by their duly authorized officer on the date first set forth above.

PLEDGOR:

AMAZING MEDIA GROUP LIMITED, a company
incorporated in England and Wales under
registered number 06061415

By: _____

Printed Name: PAUL CAMPBELL

Title: DIRECTOR

ACCEPTED AND ACKNOWLEDGED BY:

ALPS INTERNATIONAL LLC, a Delaware limited
liability company

By: [REDACTED] _____

Printed Name: SONG PAK

Title: Senior Vice President

SCHEDULE I

Issuer	Class of Stock or other Equity Interest	Certificate Numbers	Number of Shares or Units
Amazing Media Holdings Inc.	Shares of common stock		100

SCHEDULE II

PLEDGE AMENDMENT

THIS PLEDGE AMENDMENT ("*Pledge Amendment*") dated _____, 20__, is delivered pursuant to Section 5(d) of that Pledge Agreement dated as of June __, 2014 (the "*Pledge Agreement*") executed AMAZING MEDIA GROUP LIMITED, a company incorporated in England and Wales under registered number 06061415 ("*Pledgor*"), in favor of ALPS INTERNATIONAL LLC, a Delaware limited liability company ("*Lender*").

The undersigned hereby agrees that (a) this Pledge Amendment may be attached to the Pledge Agreement, (b) the Pledged Interests listed on this Pledge Amendment shall be and become a part of the Pledged Collateral and shall secure all Secured Obligations as defined in the Pledge Agreement and (c) the undersigned is the Pledgor under the Pledge Agreement and assumes all obligations of Pledgor thereunder.

PLEDGOR:

Issuer	Class of Stock or other Equity Interest	Certificate Numbers	Number of Shares or Units
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PLEDGOR:

AMAZING MEDIA GROUP LIMITED, a company
incorporated in England and Wales under
registered number 06061415

By: _____

Printed Name: _____

Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

ALPS INTERNATIONAL LLC, a Delaware limited
liability company

By: _____

Printed Name: _____

Title: _____

SCHEDULE III
LIST OF SUBSIDIARIES AND
CAPITAL STRUCTURE

<u>Subsidiary</u>	<u>Jurisdiction of Organization</u>	<u>Authorized/Issued Stock (or other Equity Interest)</u>
Amazing Media Holdings Inc.	Delaware	Issued Stock: 100 shares of common stock Authorized Stock; 1,000 shares of common stock

SCHEDULE IV

LOCATION OF RECORDS, ETC.

Amazing Towers
Church Street
Gateshead NE8 2AT
United