

MG01

Particulars of a mortgage or charge

450776 / 26.

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 r
particulars of a charge for a S
company To do this, please
form MG01s

TUESDAY



A1L4ZLC1
A25 06/11/2012 #233
COMPANIES HOUSE

1 Company details 2 For official use

Company number: 0 7 0 6 1 3 8 7

Company name in full: Cleopatramaker Nominee 2 Limited in its capacity as nominee for
The Cleopatramaker LP (the "Mortgagor")

→ **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: ^d1 ^d6 ^m1 ^m0 ^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: Legal Charge ("Charge")

4 Amount secured

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

Amount secured: The Chargor covenants with the Lender (as security trustee for the Group Members) that it will on demand pay all moneys and discharge all liabilities at any time due, owing or incurred by it to the Group Members (or any of them) when the same become due for payment or discharge whether by acceleration or otherwise, and whether express or implied, present, future or contingent, joint or several, incurred as principal or surety, originally owing to the Group Members (or any of them) or purchased or otherwise acquired by them or it, denominated in sterling or in any other currency, or incurred on any bank account or in any other manner whatsoever, together with interest (both before and after judgement) to the date of payment at such rates and on such terms as may from time to time be agreed, commission, fees and other charges and all legal and other costs, charges and expenses on a full and unqualified indemnity basis which may be incurred by the Group Members (or any of them) in relation to any such moneys or liabilities or generally in respect of the Chargor

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 Santander UK plc as security trustee for each Group Member (the "Bank")

Address 2 Triton Square, Regents Place, London

Postcode N W 1 3 A N

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 See attached continuation pages

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7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance or discount

Nil

8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870)

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK)

9 Signature

Please sign the form here

Signature

Signature

X H. Johnson for DWF 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 HEJ/2000724-272

Company name
DWF LLP

Address 5 St Paul's Square

Old Hall Street

Post town Liverpool

County/Region

Postcode L 3 9 A E

Country

DX 14128 Liverpool

Telephone 0151 907 3000



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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Amount secured

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

Amount secured

If the Chargor fails to pay any amount payable by it under the Charge on its due date, interest shall accrue on the overdue amount from the due date up to the date of actual payment (both before and after judgment) at the Default Rate. Such interest (if unpaid) shall be compounded at the end of each Interest Period (as defined in the Facility Letter) ("Secured Liabilities")

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Definitions

In the Charge, unless the context otherwise requires

Authorisation means an authorisation, consent, approval, resolution, licence, exemption, filing or registration

Business Day means a day (other than a Saturday or Sunday) on which banks are open for general business in London

Charged Assets means all the undertaking, property and assets of the Chargor described in clause 3 1 (Fixed charge) and clause 3 2 (Assignment) of the Charge including any part thereof and any interest therein

Default Rate means the highest rate of interest referred to in the Finance Documents

Event of Default means any event or circumstance specified as an event of default (howsoever described) in the Finance Documents

Facility Letter means the facility letter dated 15 February 2011 made between, inter alios, (1) The Anthony maker LP and (2) Santander UK plc as amended most recently on or around the date of the Charge

Finance Documents means the documents governing the terms of the Secured Liabilities

Group means Santander UK plc (registered number 2294747) and its Subsidiaries for the time being

Group Member means each member of the Group

Insurances means all contracts or policies of insurance relating to the Charged Assets in which the Chargor has an interest

LPA means the Law of Property Act 1925

Material Adverse Effect means in the reasonable opinion of the Lender a material adverse effect on

- (a) the business, assets or financial condition of the Chargor and/or
- (b) the ability of the Chargor to perform any of its obligations under the Finance Documents to which it is a party and/or
- (c) subject to the Reservations the value or enforceability of the Security held by any Group Member in respect of the Secured Liabilities

Occupational Lease means any agreement for lease or licence or any occupational lease or licence to which a Property may be subject for the time being and in respect of which the Chargor is landlord or licensor

Permitted Security means:

- (a) any Security granted in favour of the Lender
- (b) any lien arising by operation of law and in the ordinary course of trading and not as a result of any default or omission by the Chargor or
- (c) any Security permitted by the Lender in writing

Planning Acts means the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substances) Act 1990, the Planning (Consequential Provisions) Act 1990, the Planning and Compensation Act 1991 and the Planning

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and Compulsory Purchase Act 2004 and any regulations or subordinate legislation made (before or after the Charge) under those statutes and any other statute or regulation governing or controlling the use or development of land and buildings

Properties means

The freehold land known as 122 Freston Road, London W10 6TR registered with absolute title under title number NGL69060

The freehold land known as 122 to 128 (even) Freston Road, London W10 6TR registered with absolute title under title number NGL50716

The freehold land known as 13 Bramley Road, London W10 6SP registered with absolute title under title number NGL575668

The freehold land known as Granada House, Amptill Road, Bedford MK42 9QQ registered with absolute title under title number BD211876

The leasehold land known as 1 Central Court, Berkley Street and Multi-storey Car Park, Birmingham registered with absolute title under title number WM674502

The leasehold land known as The Television Centre, Bath Road, Brislington registered with absolute title under title number AV121683

together with all buildings, fixtures and fixed plant and machinery on such property, the proceeds of sale of the whole or any part of such property and all rights appurtenant to or benefiting any such property (each a **Property**)

Receiver means any one or more receivers and/or managers appointed by the Lender pursuant to the Charge in respect of the Chargor or over all or any of the Charged Assets

Rental Income means the aggregate of all amounts payable to, or for the benefit or account of, the Chargor in connection with the letting or permitted third party occupation or use of the whole or any part of a Property

Reservations has the same meaning as in the Facility Letter

Security means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

Security Period means the period from the date of the Charge until the Lender confirms in writing to the Chargor that all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and no Group Member has any continuing obligation to make facilities available to the Chargor

Subsidiary means a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006

Charges

Fixed charge

The Chargor charges to the Lender (as security trustee for the Group Members), as a continuing security for the payment and discharge of the Secured Liabilities, the following assets, both present and future

- (a) by way of legal mortgage each of the Properties,
- (b) by way of fixed charge
 - (i) the benefit of all agreements relating to each Property to which it is or may become a party or otherwise entitled,
 - (ii) its rights under the appointment of any managing agent of any of the Properties,
 - (iii) all its rights, title and interest in the Insurances,
 - (iv) the benefit of all Authorisations held in connection with the use of any Charged Assets or any business operated on or from any Property and the right to recover and receive all compensation which may be payable to it in respect of such Authorisations or the

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Short particulars

- Charged Assets, and
- (v) if and in so far as any assignment in clause 3 2 (Assignment) of the Charge shall for any reason be ineffective as an assignment, the assets referred to in that clause

Assignment

The Chargor assigns to the Lender absolutely as a continuing security for the payment and discharge of the Secured Liabilities all its rights, title and interest both present and future in and to the Rental Income and all the Chargor's other rights, title and interest under each Occupational Lease

Priority

The charges and assignments created by the Charge

- (a) rank as first charges or assignments, and
(b) are given with full title guarantee

Negative Pledge

The Chargor shall not create or permit to subsist any Security over any of the Charged Assets, other than Permitted Security

Rental Income

The Chargor will

- (a) collect in the ordinary course of its business and pay into a bank account specified by the Lender all Rental Income and hold the proceeds of such Rental Income (until payment into such bank account) on trust for the Lender,
(b) not, without the prior written consent of the Lender
(i) set off, vary, postpone or release any obligation of any person to pay Rental Income, or
(ii) do or omit to do anything which may delay or prejudice the full recovery of any Rental Income

Compliance with covenants

The Chargor will not, without the written prior consent of the Lender, enter into any onerous or restrictive obligations affecting any of the Charged Assets

Development and alterations

- (a) The Chargor will not, without the prior written consent of the Lender or as required or permitted by a Finance Document, make or permit others to make any application for planning permission in respect of any part of the Properties or make any structural or material alteration or addition to the Properties or carry out or permit to be carried out any development on, or permit any change of use of (as each such expression is defined in the Planning Acts) any part of the Properties
(b) In the event that, during the Security Period, any Property is intended to be developed or is in the course of development (in each case with the consent of the Lender or as permitted by a Finance Document), the Chargor shall
(i) proceed diligently and to the reasonable satisfaction of the Lender and any competent authority with such development in all respects in conformity with all planning and by-law consents which shall together with the plans and specifications be produced to the Lender for approval prior to the commencement of any works of development, and
(ii) obtain such further insurance as shall be required and specified by the Lender

Notices

The Chargor will, within 10 Business Days of receipt, give full particulars to the Lender of any notice, order or direction having specific application to any of the Properties or to the area in which any Property is situate, given or made by any planning authority or other public body or authority whatever

Planning Acts

6 Short particulars of all the property mortgaged or charged

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Short particulars

The Chargor will not do or knowingly omit or knowingly suffer to be done or omitted any act, matter or thing in, on or in respect of any Property required to be done or omitted by the Planning Acts or which shall contravene the provisions of the Planning Acts

Compliance with law

The Chargor will at all times acquire and maintain all Authorisations required by its ownership, use or occupation of the Properties or for the conduct of any business operated on or from any Property or the ownership and use of the Charged Assets and will comply with all terms and conditions relating to such Authorisations and with all other applicable laws (where failure to do so will have a Material Adverse Effect) and will not do or permit any act or omission whereby any such Authorisations would be liable to be varied or revoked

Jeopardy

The Chargor will not do, or cause or permit to be done, anything which may depreciate, jeopardise or otherwise prejudice the value of any Property without the prior written consent of the Lender

Land Registration Acts

The Chargor will not, without the prior written consent of the Lender

- (a) permit any person to be registered as proprietor under the Land Registration Acts of any Property,
- (b) create or knowingly permit to arise or subsist any overriding interest affecting any Property, or
- (c) permit any person to become entitled to any proprietary right or interest which might reasonably be expected adversely to affect the value of any Property or any other Charged Asset

Restrictions on dealing with Charged Assets

- (a) The Chargor will not without the prior written consent of the Lender, other than as permitted under the Facility Letter (whether by a single transaction or a series of related or unrelated transactions and whether at the same time or over a period of time) sell, transfer, lease or otherwise dispose of any of the Charged Assets or agree to do so
- (b) The Chargor shall not, other than as permitted in the Finance Documents, exercise any of the powers of leasing or of accepting surrenders of leases conferred by sections 99 and 100 of the LPA or by common law or vary any lease or tenancy agreement or reduce any sum payable under the same

Further assurance

The Chargor shall, if and when required by the Lender

- (a) execute such further Security and assurances in favour of the Lender and do all such acts and things as the Lender shall from time to time require over or in relation to all or any of the Charged Assets to secure the Secured Liabilities or to create, perfect, protect or maintain the security intended to be created by the Charge over the Charged Assets or any part thereof or to facilitate the realisation of the same, and
- (b) affix to such items of the Charged Assets or endorse or cause to be endorsed thereon such labels, signs, memoranda or other recognisable identification markings as the Lender shall require referring or drawing attention to the security constituted by or pursuant to the Charge

Certain documentary requirements

Such further Security and assurances shall be prepared by or on behalf of the Lender, at the expense of the Chargor, and shall contain an immediate power of sale without notice, a clause excluding section 93 of the LPA, a clause excluding the restrictions contained in section 103 of the LPA and such other clauses for the benefit of the Group Members as the Lender may reasonably require

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

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Certain powers of the Lender

Powers on enforcement

At any time while an Event of Default is continuing, or if requested by the Chargor, the Lender may, without further notice and whether or not a Receiver shall have been appointed, exercise all the powers conferred on mortgagees by the LPA, as varied or extended by the Charge, and all the powers and discretions conferred by the Charge on a Receiver either expressly or by reference

Statutory power of leasing

The Lender shall have the power to lease and make agreements for leases at a premium or otherwise, to accept surrenders of leases and to grant options on such terms as the Lender shall consider expedient and without the need to observe any of the provisions of sections 99 and 100 of the LPA

Redemption of prior Security

If an Event of Default is continuing or if requested by the Chargor, the Lender may

- (a) redeem any prior Security against any Charged Asset, and/or
- (b) procure the transfer of that Security to itself, and/or
- (c) settle and pass the accounts of the prior mortgagee, chargee or encumbrancer and any accounts settled and passed will be conclusive and binding on the Chargor

Power of sale and right of consolidation

Sections 93 and 103 of the LPA do not apply to the security constituted by the Charge

Power to deal with assets that are not Charged Assets

If the Lender enforces the security constituted by the Charge, the Lender (or the Receiver) may, on the Chargor's behalf, remove, store, sell or otherwise deal with any goods, animals or effects that are

- (i) at the Properties, and
- (ii) not Charged Assets,

without being responsible to the Chargor for any loss

Appointment

At any time while an Event of Default is continuing, or if requested by the Chargor, the Lender may by instrument in writing executed as a deed or under the hand of any duly authorised officer appoint a Receiver of the Charged Assets or any part thereof

Receiver as agent

A Receiver shall be the agent of the Chargor and the Chargor shall be solely responsible for his acts or defaults and for his remuneration

Powers of Receiver

A Receiver shall have all the powers conferred from time to time on receivers by statute and power on behalf and at the expense of the Chargor to do, or omit to do, anything which the Chargor could do, or omit to do, in relation to the Charged Assets or any part thereof including

- (a) take possession of, collect and get in, and give a good discharge for, all or any of the Charged Assets, and/or
- (b) carry on, manage, develop, reconstruct, amalgamate or diversify the business of the Chargor or any part thereof as it relates to the Charged Assets, and/or
- (c) lease or otherwise acquire and develop or improve properties or other assets without being responsible for loss or damage, and/or

6 Short particulars of all the property mortgaged or charged

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- (d) raise or borrow any money from or incur any other liability to any Group Member or others on such terms, with or without security, as he may think fit and so that any such security may be or include a charge on the whole or any part of the Charged Assets ranking in priority to the Charge or otherwise, and/or
- (e) sell, let, surrender or accept surrenders, grant licences or otherwise dispose of or deal with all or any of the Charged Assets for such consideration and generally on such terms and conditions as he may think fit. The consideration for such sale, lease or disposition may be for cash, debentures or other obligations, shares, stock, securities or other valuable consideration and be payable immediately or by instalments spread over such period as he shall think fit and so that any consideration received or receivable shall immediately be and become charged with the payment of all the Secured Liabilities, and/or
- (f) promote the formation of companies with a view to the same becoming a Subsidiary of the Chargor and purchasing, leasing, licensing or otherwise acquiring interests in all or any of the Charged Assets or otherwise, arrange for such companies to trade or cease to trade and to purchase, lease, license or otherwise acquire all or any of the Charged Assets on such terms and conditions as he may think fit, and/or
- (g) make any arrangement or compromise in respect of, or enter into, or cancel, any contracts comprised in, the Charged Assets which he shall think expedient, and/or
- (h) make and effect such repairs, renewals and improvements to the Charged Assets or any part thereof as he may think fit and maintain, renew, take out or increase insurances, and/or
- (i) appoint and discharge managers, agents, officers and employees for any of the purposes referred to in clause 8.3 of the Charge, and/or
- (j) institute, continue, enforce, defend, settle or discontinue any actions, suits or proceedings in relation to the Charged Assets or any part thereof or submit to arbitration as he may think fit, and/or
- (k) delegate his powers in accordance with clause 11 of the Charge (Delegation), and/or
- (l) sign any document, execute any deed and do all such other acts and things as may be considered by him to be incidental or conducive to any of the matters or powers referred to in clause 8.3 of the Charge or to the realisation of the Security created by or pursuant to the Charge and to use the name of the Chargor for all the purposes referred to in clause 8.3 of the Charge

Protection of third parties

Deemed right to enforce

In favour of any purchaser (as defined in section 205 of the LPA) or person dealing in good faith, the Secured Liabilities shall be deemed to become due, and all rights of enforcement conferred on the Lender by the LPA, as varied and extended by the Charge, shall be deemed to arise, immediately after the execution of the Charge

No enquiry required

No purchaser or other person dealing with the Lender or a Receiver shall be bound or concerned to enquire whether any power exercised or purported to be exercised under the Charge has become exercisable or whether any money is due on the security of the Charge or as to the propriety or regularity of any sale by, or other dealing with, the Lender or such Receiver or be concerned with notice to the contrary. Any such sale or dealing shall be deemed to be within the powers conferred by the Charge and to be valid and effectual accordingly

Delegation

The Lender and any Receiver may delegate by power of attorney or in any other manner to any person any right, power or discretion exercisable by it under the Charge. Any such delegation may be made on the terms (including power to sub-delegate) and subject to any regulations which the

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6 Short particulars of all the property mortgaged or charged

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Lender or such Receiver (as the case may be) may think fit. Neither the Lender nor any Receiver will be in any way liable or responsible to the Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any such delegate or sub-delegate other than as a result of the Lender's own gross negligence or wilful default.

Power of attorney

The Chargor, by way of security irrevocably appoints each of the Lender and any Receiver and their respective delegates severally to be its attorney in its name and on its behalf

- (a) to execute and complete any documents or instruments which the Lender or such Receiver may require for perfecting the title of the Lender to the Charged Assets or for vesting the same in the Lender, its nominee or any purchaser,
- (b) to sign, execute, seal and deliver, and otherwise perfect, any further Security or document referred to in clause 6.1 (Further assurance) of the Charge, and
- (c) otherwise generally to sign, seal, execute and deliver all deeds, agreements and other documents and to do all acts and things which may be required for the full exercise of all or any of the powers conferred on the Lender or a Receiver under the Charge or which may be deemed expedient by the Lender or a Receiver in connection with any disposition, realisation or getting in of the Charged Assets or any part thereof or in connection with any other exercise of any power under the Charge.

Ratification

The Chargor ratifies and confirms and agrees to ratify and confirm all acts and things which any attorney pursuant to clause 13.1 (Power of attorney) of the Charge shall lawfully do, or purport to do, in the exercise of his powers under clause 13.1 (Power of attorney) of the Charge.

Land Registry

- (a) In respect of any Property, the title to which is or is to be registered at the Land Registry, the Chargor consents to an application being made to the Chief Land Registrar for registration of a restriction on the register of each Property (and any unregistered Properties subject to compulsory first registration at the date of the Charge).
- (b) The Chargor confirms that so far as any of the Property is unregistered, such Property is not affected by any disclosable overriding interests within the meaning of the Land Registration Act 2002 or the Land Registration Rules 2003.

No liability as mortgagee in possession

Neither the Lender nor any Receiver shall be liable to account as mortgagee in possession in respect of all or any of the Charged Assets or be liable for any loss on realisation or for any neglect or default of any nature whatsoever for which a mortgagee in possession may be liable.

Any grant of rights with full title guarantee shall be deemed to contain all of the covenants and warranties implied in respect of any conveyance with full title guarantee pursuant to section 1(2) of the Law of Property (Miscellaneous Provisions) Act 1994.

Law of Property (Miscellaneous Provisions) Act 1989

For the purposes of the Law of Property (Miscellaneous Provisions) Act 1989, any provisions of each

Finance Document relating to any disposition of property shall be deemed to be incorporated in the Charge.



**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

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

**COMPANY NO. 7061387
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 16
OCTOBER 2012 AND CREATED BY CLEOPATRAMAKER
NOMINEE 2 LIMITED FOR SECURING ALL MONIES DUE OR TO
BCOME DUE FROM THE COMPANY IN ITS CAPACITY AS
NOMINEE FOR THE CLEOPATRAMAKER LP TO THE GROUP
MEMBERS (OR ANY OF THEM) ON ANY ACCOUNT
WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1
PART 25 OF THE COMPANIES ACT 2006 ON THE 6 NOVEMBER
2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 8 NOVEMBER
2012

RP



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**