

# M

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lettering

\* Insert full name  
of company

COMPANIES FORM No. 395

## Particulars of a mortgage or charge

# 395

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

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies  
(Address overleaf - Note 6)

For official use Company number

10

874867

Name of company

\*Sotheby's (the "Company")

Date of creation of the charge

31 August 2009

Description of the instrument (if any) creating or evidencing the charge (note 2)

A charge over shares (the "Deed") dated 31 August, 2009 between the Company and  
General Electric Capital Corporation, a Delaware Corporation (the "Agent").

Amount secured by the mortgage or charge

All moneys and liabilities (present and future, actual or contingent) at  
the date of the Deed or thereafter due, owing, incurred or payable or  
expressed to be due, owing, incurred or payable by (i) any of the U.K.  
Credit Parties to the Secured Parties under, pursuant to or in connection  
with any of the Loan Documents or (ii) any U.K. Sotheby Entity to any  
Lender or any affiliate of any Lender under, pursuant to or in connection  
with any Bank Product and Hedging Obligations, (together, the "Secured  
Amounts" and references to the Secured Amounts include references to any  
of them);

Continued on Continuation Sheet 1

The capitalised terms used in this Form 395 and not otherwise defined  
shall have the meaning given to them in Schedule 1 to this Form 395.

Names and addresses of the mortgagees or persons entitled to the charge

General Electric Capital Corporation, 10 Riverview Drive, Danbury, CT 06810, USA  
(acting as security trustee for itself and the other Secured Parties).

Postcode

Presenter's name, address and  
reference (if any):

Sidley Austin LLP  
25 Basinghall Street  
London  
EC2V 5HA

HW/JQ 39521/33180

Time critical reference

For official use (02/2006)

Mortgage Section

Post room

TUESDAY



LD6

\*L0X9ZDAD\*

15/09/2009

251

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

**1. Fixed Charge**

Pursuant to the Deed, the Company, as continuing security for the payment and discharge of all Secured Amounts, charged and agreed to charge all its Rights, title and interest in and to the Charged Property with full title guarantee and by way of first fixed charge in favour of the Agent for the benefit of itself and the other Secured Parties.

**2. Negative Pledge**

Pursuant to the Deed, the Company covenanted that it would not (except as provided in the Credit Agreement or the Deed of Charge and Assignment or with the prior written consent of the Agent):

a) create, attempt to create or permit to subsist any Security (other than the Charge and the floating charge created under the Deed of Charge and Assignment) on, over or with respect to any of the Charged Property or the right to receive or be paid the same or agree to do so; or

*Continued on Continuation Sheet 1*

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*A fee is  
payable to  
Companies House  
in respect of each  
register entry for a  
mortgage or  
charge.  
(See Note 5)*

Particulars as to commission allowance or discount (note 3)

Nil

Signed

*Sidley Austin LLP*

Date

*14 September, 2009*

On behalf of [company] (mortgagee/chargee) <sup>†</sup>

<sup>†</sup>Delete as  
appropriate

**Notes**

1. The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
2. A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
3. In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his:
  - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
  - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
4. If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
5. A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders are to be made payable to **Companies House**.
6. The address of the Registrar of Companies is:- Companies House, Crown Way, Cardiff CF4 3UZ.

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## Particulars of a mortgage or charge (continued)

Continuation sheet No 1  
to Forms Nos 395 and 410 (Scot)

Company number

874867

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legibly, preferably  
in black type, or  
bold block lettering

Name of company

Sotheby's (the "Company")

limited\*

\*Delete if  
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Amount due or owing on the mortgage or charge (continued)

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Pursuant to the Deed, notwithstanding any other provisions of the Deed, there was excluded from the Secured Amounts (and from the definition of "**Secured Amounts**") any moneys or liabilities if and to the extent and for so long as their inclusion would result in any Charges created by the Deed being unlawful under any provision of English law including, without limitation, under section 151 of the Companies Act 1985.

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Please do not write Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)  
in this margin

Please complete  
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block lettering

Short particulars of all the property mortgaged or charged (continued)

b) sell, transfer, lend, assign, part with its interest in, dispose of, grant any option in respect of or otherwise deal with any of its Rights, title and interest in and to the Charged Property, or agree to do any of the foregoing (otherwise than pursuant to the terms of the Deed and except as permitted by the terms of the Credit Agreement).

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## SCHEDULE 1

Terms used in this Form 395 shall, unless defined above, have the following meanings:

**"Assignment Agreement"** means an assignment agreement evidencing the assignment by any Lender of the Loan Documents, the Loans, the Letter of Credit Obligations and any Commitment or any portion thereof or any interest therein including any Lender's rights, title, interests, remedies, powers or duties thereunder, substantially in the form attached to the Credit Agreement as Exhibit 9.1(a);

**"Auction Guaranty Side Letter"** means that certain letter agreement, by and among Agent and the Credit Parties, dated as of the Closing Date, relating to auction guaranties, as the same may be amended, restated, supplemented or otherwise modified from time to time;

**"Bailey Trust"** means the trust constituted by the declaration of nominee status dated 8 April 2009 entered into by Mr. George Henry Selborne Bailey in favour of the Company in respect of his 1 ordinary share of £1 in Catalogue Distribution Company Limited;

**"Bank Products"** means any of the following services provided to any Sotheby Entity: (i) commercial credit card services, (ii) cash management and other treasury management services (including without limitation, controlled disbursements, automated clearinghouse transactions, return items, and interstate depository network services) and (iii) foreign exchange related services;

**"Bank Product and Hedging Obligations"** means any and all obligations of any Sotheby Entity, whether absolute or contingent and howsoever and whensoever created, arising, evidenced or acquired (including all renewals, extensions and modifications thereof and substitutions therefor), to any Lender or any affiliate of any Lender under or in respect of (i) any and all Rate Management Transactions, (ii) any and all cancellations, buy backs, reversals, terminations or assignments of any Rate Management Transactions and (iii) any and all Bank Products;

**"Borrower"** means any of the Parent, Sotheby's, Inc., Sotheby's Financial Services, Inc., Sotheby's Financial Services California, Inc., Oberon, Inc., Theta, Inc., Sotheby's Ventures, LLC, Oatshare Limited, the Company and Sotheby's Financial Services Limited;

**"Borrower Representative"** means the Parent, in its capacity as Borrower Representative;

**"Charge"** means all or any of the Security created, or which may at any time be created, by or pursuant to the Deed;

**"Charged Property"** means the Original Shares, any Further Shares and any Related Assets;

**"Closing Checklist"** means the schedule, including all appendices, exhibits or schedules thereto, listing certain documents and information to be delivered in connection with the Credit Agreement, the other Loan Documents and the transactions contemplated thereunder, substantially in the form attached to the Credit Agreement as Annex D;

**"Closing Date"** means 31 August, 2009;

**"Code"** means the Uniform Commercial Code of the United States of America as the same may, from time to time, be enacted and in effect in the State of New York; provided that to the extent that the Code is used to define any term in the Credit Agreement or in any Loan Document and such term is defined differently in different Articles or Divisions of the Code, the definition of such term contained in Article or Division 9 shall govern; provided further, that in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection or priority of, or remedies with respect to, Agent's or any Lender's Lien on any Collateral is governed by the Uniform Commercial Code as enacted and in effect in a jurisdiction other than the State of New York, the term "Code" shall mean the Uniform Commercial Code as enacted and in effect in such other jurisdiction solely for purposes of the provisions thereof relating to such attachment, perfection, priority or remedies and for purposes of definitions related to such provisions;

**"Collateral"** means the property covered by the U.S. Collateral Documents and the U.K. Collateral Documents and any other property, real or personal, tangible or intangible, existing at the date of the Deed or thereafter acquired, that may at any time be or become subject to a security interest or Lien in favour of Agent, of the Secured Parties, to secure the Secured Obligations;

**"Collateral Documents"** means the U.S. Collateral Documents and the U.K. Collateral Documents;

**"Commitments"** means (a) as to any Lender, the commitment of such Lender to make revolving credit advances or incur Letter of Credit Obligations as set forth on Annex J to the Credit Agreement or in the most recent Assignment Agreement executed by such Lender (including without duplication the Swing Line Lender's Swing Line Commitment as a subset of its Commitment) and (b) as to all Lenders, the aggregate commitment of all Lenders to make revolving credit advances or incur Letter of Credit Obligations (including without duplication the Swing Line Lender's Swing Line Commitment as a subset of its Commitment), which aggregate commitment shall be Two Hundred Million Dollars (\$200,000,000) on the Closing Date, as such amount may be reduced or adjusted from time to time in accordance with the Credit Agreement;

**"Contribution Agreement"** means the contribution, indemnification and subordination agreement, dated as of the Closing Date, among each U.S. Borrower and each Domestic Subsidiary Guarantor;

**"Copyright Security Agreements"** means the copyright security agreements made in favour of Agent, on behalf of itself and the other Secured Parties, by each applicable Credit Party;

**"Credit Agreement"** means the credit agreement dated as of 31st August 2009 between Sotheby's (a Delaware Corporation), Sotheby's, Inc., Sotheby's Financial Services, Inc., Sotheby's Financial Services California, Inc., Oberon, Inc., Theta, Inc., Sotheby's Ventures, LLC, Oatshare Limited, the Company and Sotheby's Financial Services Limited (as Borrowers), the other Credit Parties signatory thereto (as Credit Parties), the Lenders, the Agent and GE Capital Markets, Inc. and HSBC Bank plc (as Joint Lead Arrangers and Joint Bookrunners);

**"Credit Party"** means any Borrower or any Guarantor, and "Credit Parties" shall mean all such Persons, collectively;



**"Dividends"** means all dividends, interest and other income paid or payable in respect of the Original Shares, any Further Shares or any Related Assets;

**"Dollars"** or **"\$"** means lawful currency of the United States of America;

**"Dollar Equivalent"** means, with respect to any amount denominated in Dollars, such amount of Dollars, and with respect to any amount denominated in a currency other than Dollars, the amount of Dollars, as of any date of determination, into which such other currency (as the context may require) can be converted in accordance with the Credit Agreement;

**"Domestic Subsidiary"** means any subsidiary of the Parent incorporated or organized under the laws of the United States of America, any state thereof or the District of Columbia;

**"Domestic Subsidiary Guarantor"** means a Domestic Subsidiary that does not constitute a U.S. Borrower or Immaterial Subsidiary;

**"Domestic Subsidiary Guaranty"** means that certain guaranty, dated as of the Closing Date, executed by each Domestic Subsidiary Guarantor in favour of Agent, for the benefit of Agent and the Lenders;

**"Fees"** means any and all fees payable to Agent or any Lender pursuant to the Credit Agreement or any of the other Loan Documents;

**"Foreign Subsidiary"** means any subsidiary of the Parent that is not a Domestic Subsidiary;

**"Fronting Lender"** means GE Capital, in its capacity as Fronting Lender, or its successors appointed under the Credit Agreement;

**"Fronting Lender Note"** means the note executed by each U.K. Borrower and delivered to the Fronting Lender to evidence the obligation of, and sterling revolving credit advances made by the Fronting Lender, pursuant to the Credit Agreement;

**"Further Shares"** means all Shares (other than the Original Shares and any Shares comprised in any Related Assets) which the Company and the Agent may at any time agree shall be subject to the Charge;

**"GE Capital"** means General Electric Capital Corporation, a Delaware Corporation;

**"Guarantors"** means the Domestic Subsidiary Guarantors, the U.K. Subsidiary Guarantors and each other Person, if any, that executes a guaranty or other similar agreement in favour of Agent, for the benefit of Agent and Lenders, in connection with the transactions contemplated by the Credit Agreement and the other Loan Documents;

**"Immaterial Subsidiary"** means any Domestic Subsidiary or any Foreign Subsidiary organized under the laws of England, in each case listed on Disclosure Schedule (5.15) of the Credit Agreement, unless such entity shall have executed a Guaranty and such Collateral Documents as Agent shall reasonably request;

**"L/C Issuer"** means any of GE Capital or a subsidiary thereof or a bank or other legally authorized Person selected by or acceptable to Agent in its sole discretion to issue Letters of Credit;

**"Lenders"** means GE Capital, HSBC Bank plc, HSBC Bank USA, National Association, JPMorgan Chase Bank, N.A., The PrivateBank and Trust Company, TD Bank, N.A., Bank of America, N.A., Comerica Bank, Israel Discount Bank of New York and, if any Lender shall decide to assign all or any portion of the Obligations, such term shall include any assignee of such Lender;

**"Letters of Credit"** means standby letters of credit issued for the account of any Borrower (and any subsidiary thereof that may be a co-applicant on any such Letter of Credit) by any L/C Issuer, and bankers' acceptances issued by any Borrower, for which Agent and Lenders have incurred Letter of Credit Obligations;

**"Letter of Credit Obligations"** means all outstanding obligations incurred by Agent and Lenders at the request of Borrower Representative, whether direct or indirect, contingent or otherwise, due or not due, in connection with the issuance of Letters of Credit by GE Capital or another L/C Issuer or the purchase of a participation as set forth in Annex B of the Credit Agreement with respect to any Letter of Credit. The amount of such Letter of Credit Obligations shall equal the maximum amount that may be payable at such time or any time thereafter by the Lenders thereupon or pursuant thereto;

**"Lien"** means any mortgage or deed of trust, pledge, hypothecation, assignment, deposit arrangement, lien, charge, claim, security interest, easement or encumbrance, or preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever (including any lease or title retention agreement, any financing lease having substantially the same economic effect as any of the foregoing, and the filing of, or agreement to give, any financing statement perfecting a security interest under the Code or comparable law of any jurisdiction);

**"Loan Documents"** means the Credit Agreement, the Notes, the Collateral Documents, the Contribution Agreement, the Master Standby Agreement, the Auction Guaranty Side Letter and all other agreements, instruments, documents and certificates identified in the Closing Checklist executed and delivered to, or in favour of, Agent or any Lenders and including all other pledges, powers of attorney, consents, assignments, contracts, notices, letter of credit agreements and all other written matter whether theretofore, now or thereafter executed by or on behalf of any Credit Party, or any employee of any Credit Party, and delivered to Agent or any Lender in connection with the Credit Agreement or the transactions contemplated thereby. Any reference in the Credit Agreement or any other Loan Document to a Loan Document shall include all appendices, exhibits or schedules thereto, and all amendments, restatements, supplements or other modifications thereto, and shall refer to the Credit Agreement or such Loan Document as the same may be in effect at any and all times such reference becomes operative;

**"Loans"** means the Revolving Loan and the Swing Line Loan;

**"Master Standby Agreement"** means the master agreement for standby letters of credit dated as of the Closing Date among Borrowers, as applicant(s), and GE Capital as issuer;

**"Notes"** means collectively, the Revolving Notes, the Fronting Lender Note and the Swing Line Notes;

**"Oatshare"** means Oatshare Limited, a company registered in England;

**"Obligations"** means all loans, advances, debts, liabilities and obligations for the performance of covenants, tasks or duties or for payment of monetary amounts (whether or not such performance is then required or contingent, or such amounts are liquidated or determinable) owing by any Credit Party to Agent, any Lender or any L/C Issuer and all covenants and duties regarding such amounts, of any kind or nature, present or future, whether or not evidenced by any note, agreement, letter of credit agreement or other instrument, arising under the Credit Agreement or any of the other Loan Documents. This term includes all principal, interest (including all interest that accrues after the commencement of any case or proceeding by or against any Credit Party in bankruptcy, whether or not allowed in such case or proceeding), Fees, expenses, attorney's fees and any other sum chargeable to any Credit Party under the Credit Agreement or any of the other Loan Documents. The term does not include any Bank Product and Hedging Obligations;

**"Original Shares"** means the 1,000 ordinary shares of £1 each held by the Company in Sotheby's Financial Services Limited and the one ordinary share of £1 held by the Company in Catalogue Distribution Company Limited, together with the Company's beneficial interest under the Bailey Trust;

**"Parent"** means Sotheby's, a Delaware corporation;

**"Person"** means any individual, sole proprietorship, partnership, joint venture, trust, unincorporated organization, association, corporation, limited liability company, institution, public benefit corporation, other entity or government (whether federal, state, county, city, municipal, local, foreign, or otherwise, including any instrumentality, division, agency, body or department thereof);

**"Rate Management Transactions"** means any transaction (including an agreement with respect thereto) existing at the date of the Deed or thereafter entered by a Sotheby Entity that is a rate swap, basis swap, forward rate transaction, equity or equity index swap, equity or equity index option, bond option, interest rate option, foreign exchange transaction, cap transaction, floor transaction, collar transaction, forward transaction, currency swap transaction, cross-currency rate swap transaction, currency option or any other similar transaction (including any option with respect to any of these transactions) or any combination thereof, whether linked to one or more interest rates, foreign currencies, or equity prices;

**"Related Assets"** means all Shares, Dividends, rights or other property or monies which accrue or are offered, issued or paid at any time (by way of bonus, rights, redemption, conversion, exchange, substitution, consolidation, subdivision, preference, warrant, option, purchase or otherwise) in respect of:

- (a) the Original Shares; or
- (b) any Further Shares; or

- (c) any Shares, Dividends, rights or other property or monies previously accruing, offered, issued or paid as mentioned in this definition;

**"Revolving Loan" and "Revolving Loan Outstandings"** mean, at any time, the sum of (i) the Dollar Equivalent of the aggregate amount of revolving credit advances outstanding to the Borrowers under the Credit Agreement plus (ii) the Dollar Equivalent of the aggregate Letter of Credit Obligations incurred on behalf of the Borrowers. Unless the context otherwise requires, references to the outstanding principal balance of the Revolving Loan shall include the outstanding balance of Letter of Credit Obligations;

**"Revolving Notes"** means collectively, the notes executed by each Borrower and delivered to each Lender to evidence the Commitment of, and revolving credit advances made by, that Lender, pursuant to the Credit Agreement;

**"Rights"** means any and all rights, benefits, powers, privileges, authorities, discretions and remedies (in each case, of any nature whatsoever);

**"Secured Obligations"** means collectively, (i) the Obligations and (ii) the Bank Product and Hedging Obligations;

**"Secured Party"** means the Agent, each Lender (including, for the avoidance of doubt, the Fronting Lender), any L/C Issuer, any affiliate of any Lender, and any other party designated as a Secured Party from time to time in writing by the Agent and their respective successors and assigns;

**"Security"** includes any mortgage, fixed or floating charge, encumbrance, lien, pledge, hypothecation, assignment by way of security, or title retention arrangement (other than in respect of goods purchased in the ordinary course of trading), and any agreement or arrangement having substantially the same economic or financial effect as any of the foregoing (including any "holdback" or "flawed asset" arrangement);

**"Shares"** means stocks, shares and other securities of any kind;

**"Sotheby Entity"** means any Borrower or any subsidiary of any Borrower, and "Sotheby Entities" shall mean all such Persons, collectively;

**"Sterling" or "£"** means the lawful currency of Great Britain;

**"Swing Line Commitment"** means, as to the Swing Line Lender, the commitment of the Swing Line Lender to make swing line advances as set forth on Annex J to the Credit Agreement, which commitment constitutes a subfacility of the Commitment of the Swing Line Lender;

**"Swing Line Lender"** means GE Capital;

**"Swing Line Loan"** means, as the context may require, at any time, the aggregate amount of swing line advances outstanding to any U.S. Borrower or to all U.S. Borrowers under the Credit Agreement;

**"Swing Line Note"** means the promissory note executed and delivered by each Borrower to the Swing Line Lender to evidence the Swing Line Commitment pursuant to Section 1.1(b)(ii) of the Credit Agreement;

**"Trademark Security Agreements"** means the trademark security agreements made in favour of Agent, on behalf of Lenders, by each applicable Credit Party;

**"U.K. Borrowers"** means the following companies registered in England: Oatshare, the Company and Sotheby's Financial Services Limited;

**"U.K. Collateral Documents"** means the deeds of charge and charges over shares executed by the U.K. Credit Parties or Sotheby's, Inc. on the Closing Date and all similar agreements entered into by the U.K. Credit Parties guaranteeing payment of the Obligations of the U.K. Borrowers, or granting a Lien upon property as security for payment of the Secured Obligations of the U.K. Credit Parties;

**"U.K. Credit Parties"** means the U.K. Borrowers and the U.K. Subsidiary Guarantors;

**"U.K. Sotheby Entity"** means any Sotheby Entity that is incorporated in England or Wales;

**"U.K. Subsidiary Guarantors"** means Catalogue Distribution Company Limited and each other subsidiary of Oatshare organized under the laws of England that is not a U.K. Borrower or an Immaterial Subsidiary;

**"U.S. Borrowers"** means Sotheby's (a Delaware Corporation), Sotheby's, Inc., Sotheby's Financial Services, Inc., Sotheby's Financial Services California, Inc., Oberon, Inc., Theta, Inc. and Sotheby's Ventures, LLC;

**"U.S. Collateral Documents"** means the Domestic Subsidiary Guaranty, the U.S. Security Agreement, the U.S. Pledge Agreement, the Trademark Security Agreements, the Copyright Security Agreements, all local law collateral documents and all similar agreements entered into by the U.S. Credit Parties or First Tier Foreign CFC Subsidiaries guaranteeing payment of the Obligations or granting a Lien upon property as security for payment of the Secured Obligations;

**"U.S. Credit Parties"** means each U.S. Borrower and each Domestic Subsidiary Guarantor;

**"U.S. Pledge Agreement"** means that certain pledge agreement, dated as of the Closing Date, executed by each U.S. Credit Party in favour of Agent, for the benefit of Agent and the Lenders; and

**"U.S. Security Agreement"** means that certain security agreement, dated as of the Closing Date, executed by each U.S. Credit Party in favour of Agent, for the benefit of Agent and the Lenders.

**In this Form 395, all references to any person shall be construed so as to include its successors in title and permitted assigns and references to each agreement, deed or arrangement shall be construed as a reference to such agreement, deed or arrangement as the same may be, or may from time to time have been amended, supplemented, modified or restated.**



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

**Pursuant to section 401(2) of the Companies Act 1985**

**COMPANY NO. 874867  
CHARGE NO. 10**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A CHARGE OVER SHARES DATED 31  
AUGUST 2009 AND CREATED BY SOTHEBY'S FOR SECURING  
ALL MONIES DUE OR TO BECOME DUE FROM ANY U.K.  
CREDIT PARTIES OR ANY UK SOTHEBY ENTITY TO THE  
SECURED PARTIES OR ANY LENDER ON ANY ACCOUNT  
WHATSOEVER

UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT  
CREATING OR EVIDENCING THE CHARGE WAS REGISTERED  
PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT  
1985 ON THE 15 SEPTEMBER 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 16 SEPTEMBER  
2009

*P. Sel.*



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES