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COMPANIES FORM No. 395

395

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*Please complete
legibly, preferably
in black type, or
bold block lettering*

Particulars of a mortgage or charge

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

1		
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06145983

Name of company

* insert full name
of Company

* LM Risk Limited (the "Company")

Date of creation of the charge

23 July 2009

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

A security debenture dated 23 July 2009 executed between the Company and the Bank (as defined below) (the "Debenture")

Amount secured by the mortgage or charge

See Continuation Sheet No 1

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

Macquarie Bank Limited (the "Bank")

Level 35, Citypoint, 1 Ropemaker Street

London

Postcode EC2Y 9HD

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

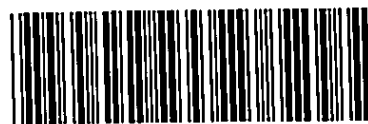
Scott Holmes, Mallesons, 6th
Floor, Alder Castle, 10 Noble
Street, London EC2V 7JX

Time critical reference

For official Use (02/06)
Mortgage Section

Post room

FRIDAY



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07/08/2009

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COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

See Continuation Sheet No 2

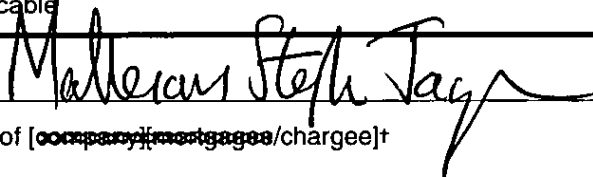
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write in
this margin

*Please complete
legibly, preferably
in black type, or
bold block lettering*

Particulars as to commission allowance or discount (note 3)

Not applicable

Signed



Date 6 August 2009

On behalf of ~~[company/mortgagee]~~ [chargee]†

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

† 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 CF14 3UZ

COMPANIES FORM No. 395
Particulars of a mortgage or charge

Continuation sheet No. 1 to Form No. 395

Name of company
LM RISK LIMITED

Company number
06145983

Amount secured by the mortgage or charge

The Secured Money (as defined below).

Secured Money means all:

money, obligations and liabilities of any nature whatsoever that may now be, or might at any time in the future become or remain, due, owing and payable, whether actually or contingently, by the Company to the Bank on any account or for any reason whatsoever and whether on account of or by way of principal, interest, fees commissions, charges, costs, expenses, indemnity payments, losses, damages or otherwise and irrespective of:

- (a) the capacity (whether as principal, agent, trustee, beneficiary, partner or otherwise) of the Company or the Bank; and
- (b) whether the Company is liable alone or jointly and/or severally with any other person,

but does not include any amount which, if it was included, would result in the Debenture contravening Section 151 of the Companies Act 1985.

COMPANIES FORM No. 395
Particulars of a mortgage or charge

Continuation sheet No. 2 to Form No. 395

Name of company
LM RISK LIMITED

Company number
06145983

Short particulars of all the property mortgaged or charged

The Secured Property (as defined below).

Secured Property means:

all of the property, rights and undertaking of the Company:

- (a) whether owned at present or acquired in the future;
- (b) whether it is real or personal;
- (c) whether it is tangible or intangible;
- (d) wherever it is located,

including, without limitation, its uncalled and called but unpaid capital and share premiums.

References in the Debenture to the Secured Property include references to any part of it.

The charge created by the Debenture is a first fixed charge on all the Company's present and future interest in:

- (a) real property, fixtures, buildings, plant and machinery;
- (b) uncalled and called but unpaid capital and share premiums;
- (c) goodwill;
- (d) patents, trademarks, copyrights, designs, trade secrets, confidential information and other intellectual property rights;
- (e) all marketable securities, other securities, instruments (negotiable or otherwise) and documents of title at any time deposited with the Bank by the Company for any purpose;
- (f) all book debts together with all books of account and other documents relating to the business transactions of the Company including without limitation, all records held by the Company in respect of management agreements under which the Company receives management fees in the course of the Company's business;

COMPANIES FORM No. 395
Particulars of a mortgage or charge

Continuation sheet No. 3 to Form No. 395

Name of company
LM RISK LIMITED

Company number
06145983

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

- (g) all other personal property other than stock-in-trade, work-in-progress and goods acquired for disposal in the ordinary course of the Company's business;
- (h) all computer and word processing software and hardware;
- (i) any licence relating to the Company's business or activities or the ownership or use of any part of the Secured Property;
- (j) any debt or monetary obligation whether actual or contingent;
- (k) securities, instruments (negotiable or otherwise) and instruments of any kind deposited by the Company with the Bank for any purpose.

The charge created by the Debenture is a first floating charge on all the Secured Property that is not subject to a fixed charge.

The Bank may at any time, by notice in writing to the Company, convert the floating charge referred to in clause 4(2) of the Debenture to a fixed charge in relation to any asset specified in the notice.

The Bank may at any time by notice in writing to the Company convert the charge created from a fixed charge into a floating charge in relation to any asset specified in the notice. Upon such notice being received by the Company, the charge created by the Debenture will immediately become and operate as a floating charge in relation to the specified asset or assets.

Where the charge created by the Debenture is floating (whether under the terms of the Debenture or at law), it does not automatically become fixed and the Bank may not give notice under clause 4(3) of the Debenture solely because the Company is subject to a moratorium under Schedule A1 of the Insolvency Act 1986 or any person does anything with a view to obtaining a moratorium.

To the extent that the charge created by the Debenture is floating, it is a qualifying floating charge and paragraph 14 of Schedule B1 of the Insolvency Act 1986 applies to it.

Negative pledge

The Company shall not create, attempt to create, or allow to be created or to exist without the Bank's prior written consent:

COMPANIES FORM No. 395
Particulars of a mortgage or charge

Continuation sheet No. 4 to Form No. 395

Name of company
LM RISK LIMITED

Company number
06145983

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

- (a) any Security Interest in the Secured Property ranking in priority to or equally with the Debenture;
- (b) any Security Interest in the Secured Property ranking after the Debenture, unless the recipient of that Security Interest enters into a priority agreement in a form satisfactory to the Bank.

The Company shall:

- (a) not without the prior written consent of the Bank, sell, assign, factor, discount, transfer, lease or otherwise dispose of, part with possession or deal with the Secured Property subject to a mortgage or a fixed charge under the Debenture;
- (b) not do or allow any act, omission or thing which prejudicially affects the security created by the Debenture without the Bank's prior written consent;
- (c) not without the prior written consent of the Bank pull down, alter, extend, remove any structure, building or other improvements, fixture or fittings, or make any structural alteration to any part of the Secured Property;
- (d) not grant any lease or sub lease or tenancy in respect of any part of the Secured Property without the previous consent in writing of the Bank which consent shall not be unreasonably withheld; and
- (e) not withdraw in whole or in part any deposit comprising or forming part of the Secured Property when it is subject to a fixed charge.

COMPANIES FORM No. 395
Particulars of a mortgage or charge

Continuation sheet No. 5 to Form No. 395

Name of company
LM RISK LIMITED

Company number
06145983

Definitions

In this Companies Form No. 395:

Security Interest means an interest arising under a mortgage, charge, pledge or other encumbrance of any nature and an interest arising from the reservation of title, but does not include any statutory charge in favour of a governmental authority (provided there is no default in payment of moneys owing under that charge), or any lien arising by operation of law or equity in the ordinary course of the Company's business.



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 6145983
CHARGE NO. 1

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECURITY DEBENTURE DATED 23
JULY 2009 AND CREATED BY LM RISK LTD FOR SECURING
ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY
TO MACQUARIE BANK LIMITED ON ANY ACCOUNT
WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1
PART XII OF THE COMPANIES ACT 1985 ON THE 7 AUGUST
2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12 AUGUST 2009



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES