

MG01

Particulars of a mortgage or charge



IRIS
LASERFORM

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

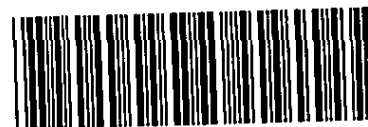
You may use this form to register particulars of a mortgage or charge in England and Wales or Northern Ireland



What this form is NOT for

You cannot use this form to register particulars of a charge for company. To do this, please use form MG01s

TUESDAY



LJ40FNLV

LD6

21/09/2010

283

COMPANIES HOUSE

1

Company details

Company number

0 3 9 0 9 7 4 5

Company name in full

RI3K Limited (the "Company")

For official use

Filling 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 d5 m0 m9 y2 y0 y1 y0

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

A charge dated 15 September 2010 and entered into between the Company and Qatar Insurance Services LLC (the "Lender") (the "Charge").

4

Amount secured

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

Amount secured

All present and future Liabilities of the Company to the Lender under or in relation to the Loan Agreement (including, without limitation, all Liabilities arising out of any extension, variation, modification, restatement or novation of such whatsoever)

Unless defined herein, the capitalised terms in this Form MG01 shall have the meaning given to them in Schedule 2 attached thereto.

Continuation page

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

MG01

Particulars of a mortgage or charge

5 Mortgagee(s) or person(s) entitled to the charge (if any)

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

Continuation page

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

Name Qatar Insurance Services LLC

Address 12th Floor, QFC Tower

PO Box 23245 Doha, Qatar

Postcode

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

Covenant to Pay

The Company agrees that it will pay and discharge the Secured Obligations promptly on demand of the Lender

Creation of Floating charge

The Company, with full title guarantee and as continuing security for the payment and discharge of the Secured Obligations, charges in favour of the Lender by way of a second floating charge all of its present and future undertaking, property, assets, rights, goodwill, uncalled capital, licences, consents and authorisations (statutory or otherwise) held or required in connection with the Company's business, and all rights in connection with them, including all equipment, intellectual property, investments, book debts and all monies from time to time standing to the credit of any of the Company's accounts with any bank, financial institution or other person at any time

cy →

Please see Schedule 1 for provisions on crystallisation, continuing security, negative pledge and further assurance and Schedule 2 for definitions.

MG01

Particulars of a mortgage or charge

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

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

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

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

Commission allowance or discount 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 866).

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 870). 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 White & Case LLP

X

This form must be signed by a person with an interest in the registration of the charge

MG01

Particulars of a mortgage or charge

**Presenter information**

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record

Contact name S L./S K

Company name
White & Case LLP

Address 5 Old Broad Street

Post town London

County/Region

Postcode E C 2 N 1 D W

Country United Kingdom

DX

Telephone 02075321000

**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

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>SCHEDULE 1</p> <p>In this MG01 unless otherwise defined words shall have the same meaning given to them in Schedule 2.</p> <p>Conversion of Floating Charge</p> <p>(a) The Lender may, by notice to the Company, convert the floating charge created under the Charge with immediate effect into a fixed charge if</p> <ul style="list-style-type: none"> (i) the Security becomes enforceable in accordance with Clause 9 of the Charge (<i>Enforcement of Security</i>), (ii) the Lender in good faith considers any of the Secured Assets to be in danger of being seized or sold under or pursuant to any form of distress, attachment, execution or other legal process or otherwise to be in jeopardy, or (iii) the Lender considers such conversion to be necessary or desirable to protect the priority of the Security, <p>and such fixed charge shall apply to all assets the subject of the floating charge unless and to the extent that such notice otherwise specifies</p> <p>(b) The floating charge created under the Charge shall (in addition to the circumstances in which the same will occur under general law) automatically be converted into a fixed charge (without notice) as regards all the assets subject to the floating charge at such time</p> <ul style="list-style-type: none"> (i) upon the convening of a meeting of the members of the Company to consider a resolution to wind up the Company, (ii) upon the presentation of a petition to wind up the Company or the presentation or making of an application for a warrant of execution, a writ of <i>fieri facias</i> or a third party debt order or charging order in respect of any of the Secured Assets the subject of the floating charge under the Charge, (iii) upon the issue and notice of distraint by HM Revenue and Customs or other competent authority, or upon any steps being taken to distraint for rent against any property of the Company, or (iv) if the Company fails to comply with its covenant in Clause 6.2 of the Charge (<i>Negative Pledge</i> (see below)), <p>provided that nothing in the Charge shall cause the floating charge to crystallise by reason of the Company obtaining or of anything being done with a view to the</p>

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars

Company obtaining a moratorium under Section 1A of and Schedule A1 to the Insolvency Act 1986

(c) The giving of notice by the Lender pursuant to paragraph (a) above in relation to any of the Secured Assets shall not be construed as a waiver or abandonment of the right of the Lender to serve similar notices in respect of any other of the Secured Assets or of any other of the rights of the Lender under the Loan Agreement.

Continuing and Independent Security

The Security shall constitute and be continuing security which shall not be released or discharged by any intermediate payment or settlement of all or any of the Secured Obligations, shall continue in full force and effect until the end of the Security Period and is in addition to and independent of, and shall not prejudice or merge with, any other security (or any right of set-off) which the Lender may hold at any time for the Secured Obligations or any of them

Negative Pledge and Disposals

The Company will not:

(a) create or permit to subsist any Encumbrance over all or any of its present or future assets other than:

- (i) Encumbrances constituted by or created pursuant to the Loan Agreement; and
- (ii) other Encumbrances expressly permitted under the terms of the Loan Agreement; and

(b) dispose of any of its assets

Further Assurance

The Company shall from time to time and at its own expense, give all such assurances and do all such things as the Lender acting reasonably may require or consider desirable to enable the Lender to perfect, preserve or protect the Security or the priority of the Security or to exercise any of the rights conferred on the Lender by the Charge or by law and to that intent the Company shall execute all such instruments, deeds and agreements, obtain all consents, approvals and other authorisations necessary to create legally and validly, without any breach of contract or duty, the Security and shall give all notices and directions as the Lender may consider expedient. The obligations of the Company under this Clause 7 are in addition to the covenants for further assurance deemed to be included by virtue of the Law of Property (Miscellaneous Provisions) Act 1994.

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged.	
Short particulars	<p>SCHEDULE 2: Definitions</p> <p>"Encumbrance" means</p> <p>(a) a mortgage, charge, pledge, lien, encumbrance or other security interest securing any obligation of any person,</p> <p>(b) any arrangement under which money or claims to, or the benefit of, a bank or other account may be applied, set-off or made subject to a combination of accounts so as to effect payment of sums owed or payable to any person, or</p> <p>(c) any other type of agreement or preferential arrangement (including title transfer and retention arrangements) having a similar effect</p> <p>"Loan Agreement" means the loan agreement dated 15th September 2010 and made between the Company as borrower and the Lender</p> <p>"Liability" means any present or future obligation or liability for the payment of money, whether in respect of principal, interest or otherwise, whether actual or contingent, whether owed jointly or severally and whether as principal or surety or in any other capacity and including any amount which would constitute such a liability but for any discharge, non-provability, unenforceability or non-allowability of the same in any insolvency or other proceedings.</p> <p>"Secured Assets" means all of the assets, rights, title, interests and benefits of the Company from time to time the subject of the Security</p> <p>"Secured Obligations" means all present and future Liabilities of the Company to the Lender under or in relation to the Loan Agreement (including, without limitation, all Liabilities arising out of any extension, variation, modification, restatement or novation of such whatsoever)</p> <p>"Security" means the security created or intended to be created by the Charge.</p> <p>"Security Period" means the period beginning on the date of the Charge and ending on the date upon which the Lender is satisfied that:</p> <p>(a) the Lender is no longer under any obligation (whether actual or contingent) to make advances or provide other financial accommodation to the Company under the Loan Agreement, and</p> <p>(b) all Secured Obligations have been unconditionally and irrevocably paid and discharged in full</p>	



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 3909745
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A CHARGE DATED 15 SEPTEMBER
2010 AND CREATED BY RI3K LIMITED FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO
QATAR INSURANCE SERVICES LLC UNDER THE TERMS OF
THE AFOREMENTIONED INSTRUMENT CREATING OR
EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO
CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE 21
SEPTEMBER 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 22 SEPTEMBER
2010



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES