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in black type, or
bold block 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

2111

144502/78
4196006

Name of company

* EPIC Investment Partners Limited (Mortgagor)

Date of creation of the charge

24 October 2008

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

Charge of securities between the Lender (defined below) and the Mortgagor
(Deed).

Amount secured by the mortgage or charge

All the Mortgagor's liabilities to the Lender of any kind and in any
currency (whether present or future actual or contingent and whether
incurred alone or jointly with another) together with the Lender's charges
and commission Interest and Expenses (Mortgagor's Obligations)

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

Lombard Technology Services Limited
Waterfront,
Elstree Road, Elstree, Herts (Lender)

Postcode WD6 3BS

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

Addleshaw Goddard LLP
Box 500
Companies House
21 Bloomsbury Street
London WC1B 3XD

ROBEL/304919-2508

Time critical reference

For official Use (02
Mortgage Section

MONDAY



APNS59RJ

A21 11/05/2009 73
COMPANIES HOUSE

LD4 27/04/2009 85
COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

Charge

1. The Mortgagor undertook to discharge on demand the Mortgagor's Obligations and as a continuing security for such discharge and as absolute owner (and under English law with full title guarantee) assigned to the Lender its whole right title and benefit to the Securities and all income derived from the Securities and all rights attaching to the Securities

Restrictions on Charging

2. The Mortgagor will not without the Lender's prior written consent create or permit to arise any mortgage charge or lien on the Securities.

Preservation of other Security and Rights and Further Assurance

3.1. The Deed is in addition to any other security present or future held by the Lender for the Mortgagor's Obligations and shall not merge with or prejudice such other security or any contractual or legal rights of the Lender

(cont/d...)

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed

Asobshaw Goodwin LLP

Date 27 April 2009

On behalf of ~~XXXXXX~~ [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 must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

Name of company

*insert full name
of Company

* EPIC Investment Partners Limited (Mortgagor)

Addendum 1/4

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

Definitions

In this form the following terms shall have the following meanings:

Expenses

All expenses (on a full indemnity basis) incurred by the Lender at any time in connection with the Securities or the Mortgagor's Obligations or in taking or perfecting the Deed or in preserving defending or enforcing the security created by the Deed or in exercising any power under the Deed or otherwise with Interest from the date they are incurred

Interest

Interest at the rate(s) charged to the Mortgagor by the Lender from time to time

Addendum 2/4

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

Addendum 3/4

3. Names, addresses and descriptions of the mortgages or persons entitled to the charge (continued)

Addendum 4/4

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

Definitions

In this form the following terms shall have the following meanings:

Securities

Any stocks shares bonds warrants or other securities (certified or uncertified) from time to time (1) named in any schedule supplied by or on behalf of the Mortgagor to the Lender by reference to the Deed or (2) in respect of which title or the relative account entries is/are held in the name of or to the order of the Lender or the nominee or (3) in respect of which the relative certificates or other title documents are deposited with or held to the order of the Lender or its nominee

Short particulars continued

3.2. The Mortgagor will at the Mortgagor's own cost at the Lender's request execute any deed or document and take any action required by the Lender to perfect the security or further to secure on the Securities the Mortgagor's Obligations

IN THE HIGH COURT OF JUSTICE

Claim No. 9MA30303

CHANCERY DIVISION

MANCHESTER DISTRICT REGISTRY

HIS HONOUR JUDGE HODGE QC

SITTING AS A JUDGE OF THE HIGH COURT ON FRIDAY 24 APRIL 2009

AND IN THE MATTER OF THE COMPANIES ACT 1985



LOMBARD TECHNOLOGY SERVICES LIMITED

and

SYNDICATE ASSET MANAGEMENT PLC

ORDER

UPON THE APPLICATION dated 24 April 2009 of the above named Applicant, Lombard Technology Services Limited whose registered office is situated at 3 Princess Way, Redhill, Surrey RH1 1NP

AND UPON READING the witness statement of Ben Truman together with the Exhibit "BT1" dated 23 April 2009 and the letter dated 21 April 2009 from Denton Wilde Sapte LLP, the Solicitors for Syndicate Asset Management PLC (**the Company**) confirming their consent to this Application

AND UPON READING the witness statement dated 22 April 2009 of Jane Dumeresque

AND UPON THE COURT being satisfied that the failure to register the Debenture and Charge dated 24 October 2008 (**the Charges**) in favour of the Applicant within 21 days after the date on which the Charges were executed pursuant to Section 395 of the Companies Act 1985 (**the Act**) was accidental and due to inadvertence and that it is just and equitable to grant permission for the failure to be rectified pursuant to Section 404 of the said Act.

IT IS ORDERED that:

- 1 The time for delivery to the Registrar of Companies for registration of the Charge detailed above be and is hereby extended to 21 days from the date of this Order. ✓
- 2 The Applicant do deliver a sealed copy of this Order together with a duly completed Form 395 to the Registrar of Companies within seven days of the date of this Order.

- 3 This Order is made without prejudice to the rights of any person acquired between the date of creation of the Charge and the date of the actual registration.

DATED the 24th day of April 2009



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 4196006
CHARGE NO. 2**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A CHARGE OF SECURITIES DATED
24 OCTOBER 2008 AND CREATED BY EPIC INVESTMENT
PARTNERS LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE COMPANY TO LOMBARD
TECHNOLOGY SERVICES LIMITED ON ANY ACCOUNT
WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1
PART XII OF THE COMPANIES ACT 1985 ON THE 11 MAY 2009**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 20 MAY 2009

LC Angeles



Companies House
— for the record —



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