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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

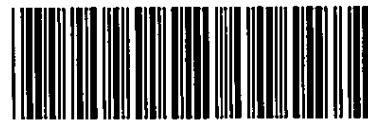
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland



What this form is NOT for

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

THURSDAY



"A24432KP"

A15

14/03/2013

#146

COMPANIES HOUSE

1

Company details

Company number 0 2 4 6 3 5 6 4

Company name in full FLOWIDEA LIMITED (the "Chargor")

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 0 8 0 3 2 0 1 3

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 (the "Deed")

4

Amount secured

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

Amount secured

1.1 Covenant to pay

Pursuant to clause 2.1 of the Deed, the Chargor has agreed to pay
or otherwise discharge all Secured Obligations from time to time,
at the times at which, in the manner in which, and in the currencies
in which they are expressed to be due and payable or due for
discharge

CONTINUED ON THE CONTINUATION PAGE TO SECTION 4 OF
THIS FORM MG01

Continuation page

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

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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	BANK LEUMI (UK) PLC (the "Lender")	
Address	20 Stratford Place	
	London	
Postcode	W 1 C I B G	
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	<p>Pursuant to clause 3 of the Deed, the Chargor with full title guarantee has charged to the Lender, as a continuing security for the payment and discharge of the Secured Obligations, the following assets from time to time owned by it or in which it may from time to time have an interest (beneficial or otherwise and the proceeds of sale or realisation thereof)</p> <p>1.1 Mortgage</p> <p>By way of first legal mortgage, the Real Property</p> <p>1.2 Fixed Charge</p> <p>By way of first fixed charge</p> <p>(a) <u>Real Property</u></p> <p>To the extent it is not subject to a mortgage pursuant to clause 3.1 of the Deed (<i>Mortgage</i>), the Real Property and all liens, charges, options, agreements, rights and interests in or over land or the proceeds of sale of land and all buildings, fixtures (including trade and tenant's fixtures) from time to time on such property or land together with all rights, easements and privileges appurtenant to, or benefiting, the same including, without limitation, all options, agreements, liens, mortgages and charges in relation thereto and the proceeds of sale thereof</p> <p>(b) <u>Insurances</u></p> <p>The Insurances and all monies from time to time payable to it under or pursuant to the Insurances including without limitation the refund of any premiums</p> <p>(c) <u>Agreements</u></p> <p>The benefit of all sale contracts, each Occupational Lease, any managing agent's agreement, all guarantees, indemnities, rent deposits, agreements, contracts, undertakings and warranties in relation to the Real Property</p>	

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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

N/A

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 *Buiges Salmon LLP*

X

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

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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 Jacob Preisner

Company name
Burgess Salmon LLP

Address One Glass Wharf

Post town Bristol

County/Region

Postcode B S 2 0 Z X

Country England

DX 7829 BRISTOL

Telephone 0117 939 2000



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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Particulars of a mortgage or charge

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Amount secured

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

Amount secured

1.2 Certain liabilities

Pursuant to clause 2.2 of the Deed, the Secured Obligations include, without limitation, all liabilities arising under the Deed and the Finance Documents, interest (both before and after judgment) from the date such liabilities are due, owing or incurred up to the date of payment at such rates and upon such terms as specified in the Facility Agreement and all legal, administrative and other costs, charges and expenses on a full and unqualified indemnity basis which may be incurred by the Lender in relation to any such moneys, obligations or liabilities or the release of all or any of the Charged Assets or the enforcement of the security hereby created or generally in respect of the Chargor or otherwise incurred in dealing with any matter in relation to the Deed

1.3 Interest

Pursuant to clause 2.3 of the Deed, the Chargor has agreed to pay interest at the Default Rate on unpaid sums (whether before or after any judgment) in accordance with the terms under the heading 'Default Interest' of clause 5 (*Interest*) of the Facility Agreement

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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

(d) Receivables

All Rental Income, Disposal Proceeds and all other amounts owing to it in respect of the Real Property and all claims, rights and choses in action in relation to the Real Property both present and future of the Chargor or in which the Chargor is legally, beneficially or otherwise interested

(e) Accounts

All its interest in the Rent Account and all monies from time to time standing to the credit of the Rent Account

3.3 Assignment

By way of absolute assignment

(a) Insurances

The Insurances and all monies from time to time payable to it under or pursuant to the Insurances including without limitation the refund of any premiums

(b) Agreements

The benefit of all sale contracts, each Occupational Lease, any managing agent's agreement, all guarantees, indemnities, rent deposits, agreements, contracts, undertakings and warranties in relation to the Real Property

(c) Receivables

All Rental Income, Disposal Proceeds and all other amounts owing to it in respect of the Real Property and all claims, rights and choses in action in relation to the Real Property both present and future of the Chargor or in which the Chargor is legally, beneficially or otherwise interested

(d) Accounts

All its interest in the Rent Account and all monies from time to time standing to the credit of the Rent Account

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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

DEFINITIONS:

For the purposes of sections 4 and 6 of this Form MG01, the following definitions shall have the following meanings

"Charged Assets" means all assets and rights of the Chargor charged hereunder or any part of them,

"Default Rate" means the rate specified under the heading 'Default Interest' in clause 5 (*Interest*) of the Facility Agreement,

"Disposal Proceeds" means all proceeds from the sale of the whole or any part of the Real Property,

"Facility Agreement" means the facility agreement dated 25 January 2013 between (among others) the parties to the Deed in relation to an on demand credit facility,

"Finance Document" has the meaning given to that expression in the Facility Agreement,

"Insurances" means all present and future contracts or policies of insurance in relation to the Real Property in which the Chargor from time to time has an interest and the benefit of all claims, rights to payment, returns of premium and all other rights in respect of any of them,

"Occupational Leases" means all leasehold interests and other occupational rights whatsoever (including, without limitation, all licences and agreements for leases) in existence from time to time relating to the whole or any part of the Real Property (and **"Occupational Lease"** shall be construed accordingly),

"Real Property" means the leasehold property known as Upper Maisonette, 41 Thurloe Square, London SW7 2SR being the first, second, third and fourth floor Maisonette as more particularly demised by a lease dated 13 August 2008 between (1) 41 Thurloe Square Company Limited and (2) Towford Limited as varied by a deed of variation dated on or about the date of the Deed, including all

- (a) land, cellars, vaults, underground tunnels, eaves, canopies, structures and the like used or enjoyed in connection with it now or in the future,
- (b) buildings, fixtures (including trade fixtures) and fixed plant and machinery and other structures now or in future on it, and
- (c) easements, access-rights, rights of way, wayleaves and rights attaching to it,

"Rent Account" means any account into which Rental Income is paid,

"Rental Income" means all amounts paid or payable to or for the account of the Chargor in connection with the letting, licence or grant of other rights of use or occupation of any part of the Real Property, and

"Secured Obligations" means

- (a) each and every present and future obligation and liability of the Chargor (whether actual or contingent and whether owed jointly or severally or in any other capacity whatever) which is, or is expressed to be, or may at any time be or become, due, owing or payable to the Lender, and whether or not the Lender shall have been original parties to the relevant transaction or agreement under which any such liability arises or purports to arise,
- (b) on a full indemnity basis, all interest, commissions, fees, costs, charges, losses, liabilities, expenses and other sums and any taxes thereon which are, or are expressed to be, or may become due, owing or payable by the Chargor at any time to the Lender whether under or

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Particulars of a mortgage or charge

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

pursuant to the Deed or otherwise howsoever, and

- (c) on a full indemnity basis, all costs, charges, losses, liabilities, expenses and other sums and any taxes thereon which the Lender may incur in enforcing or obtaining, or attempting to enforce or obtain, payment of any obligation, liability or money referred to in paragraphs (a) and (b)

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Particulars of a mortgage or charge

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

ADDITIONAL PROVISIONS:

1. Negative covenants

Pursuant to clause 6.1 of the Deed, the Chargor has undertaken with the Lender that during the continuance of the security, the Chargor will not, other than as expressly permitted under the Deed or the Facility Agreement

- (i) create or permit to subsist any Security over any of the Charged Assets, and
- (ii) enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, transfer, assign, lease, licence or otherwise dispose of any interest in any of the Charged Assets

2. Further Assurance

2.1 Further assurance

Pursuant to clause 7.1 of the Deed, the Chargor has covenanted that it shall, if and when required by the Lender, at its own cost, promptly execute and deliver such further Security and assurances in favour of the Lender and do all such acts and things (including giving any notices and taking such steps) as the Lender shall from time to time require (with any documents being in such form as the Lender shall require) over or in relation to all or any of the Charged Assets to secure the Secured Obligations or to perfect or protect the security intended to be created by the Deed over the Charged Assets or any part thereof or to facilitate the realisation of the same

2.2 Certain documentary requirements

Pursuant to clause 7.2 of the Deed, such further Security and assurances are to be prepared by or on behalf of the Lender at the expense of the Chargor and shall contain

- (a) an immediate power of sale without notice,
- (b) a clause excluding section 93 Law of Property Act 1925 and the restrictions contained in section 103 Law of Property Act 1925, and
- (c) such other clauses for the benefit of the Lender as the Lender may require

2.3 Specific security documents required

Pursuant to clause 7.3 of the Deed, without prejudice to the generality of the provisions of clause 7.1 (*Further Assurance*) of the Deed and clause 7.2 (*Certain documentary requirements*) of the Deed, the Chargor is required to execute as and when so required by the Lender a legal mortgage or legal charge (as specified by the Lender) over any freehold, leasehold and heritable properties acquired by it after the date of the Deed (including all or any of the Real Property as and when the same are conveyed, transferred, or let to it) and over any and all fixtures, trade fixtures and fixed plant and machinery at any time and from time to time situate thereon

3. Power of Attorney

3.1 Power of attorney

Pursuant to clause 12.1 of the Deed, the Chargor, by way of security, has irrevocably appointed each of the Lender and any Receiver severally (and each Receiver severally if there is more than one) 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

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

same in the Lender, its nominees or any purchaser,

- (b) to sign, execute, seal and deliver and otherwise perfect any further security document referred to in clause 7 (*Further Assurance*) of the Deed, and
- (c) otherwise generally to sign, seal, execute and deliver all deeds, assurances, agreements and 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 Deed or which may be deemed expedient by the Lender or a Receiver in connection with any disposition, realisation or getting in by the Lender or such Receiver of the Charged Assets or any part thereof or in connection with any other exercise of any power under the Deed

3.2 Ratification

Pursuant to clause 12.2 of the Deed, the Chargor has ratified and confirmed and has agreed to ratify and confirm all acts and things which any attorney as is mentioned in clause 12.1 (*Power of attorney*) of the Deed shall lawfully do or purport to do in the exercise or purported exercise of his powers under such clause

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

ADDITIONAL DEFINITIONS:

For the purpose of the Additional Provisions in section 6 of this Form MG01, the following definitions shall have the following meanings

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

"**Security**" means any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, assignment, security interest, title retention or other encumbrance of any kind securing, or any right conferring a priority of payment in respect of, any obligation of any person



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 2463564
CHARGE NO. 11**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 8 MARCH
2013 AND CREATED BY FLOWIDEA LIMITED FOR SECURING
ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY
TO BANK LEUMI (UK) PLC ON ANY ACCOUNT WHATSOEVER
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 14 MARCH 2013**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15 MARCH 2013

OK



Companies House



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