

# M

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## COMPANIES FORM No. 395 Particulars of a mortgage or charge

# 395

Pursuant to section 395 of the Companies Act 1985

M11

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

To the Registrar of Companies

For official use

Company number

☒ ☐ ☐ ☐ ☐

2463564

Name of company

\* FLOWIDEA LIMITED

\* Insert full name  
of company

Date of creation of the charge

23 March 1993

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

Charge over Securities to secure own liabilities

Amount secured by the mortgage or charge

All monies and the discharge of all obligations and liabilities whether certain or contingent which now are or at any time hereafter may be or become from time to time due, owing or incurred to Hambros Bank Limited by Flowidea Limited (whether alone or jointly and whether as principal or suret,) on any account whatsoever.

69a.

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

Hambros Bank Limited

41 Tower Hill

London

Postcode

EC3N 4HA

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

Hammond Suddards  
Moor House  
119 London Wall  
London EC2Y 5ET  
CJA/cformknb0929

CJA/KNB/HAM.15-10

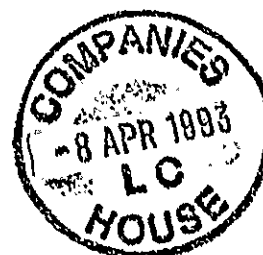
Time critical reference

For official use  
Mortgage Section

Post room

RECEIVED

8 APR 1993



13/4  
14 APR 1993

Post

Short particulars of all the property mortgaged or charged

All stocks, shares, bonds and securities marketable or otherwise and all negotiable instruments, scrip, bills of lading, warrants and delivery orders which or the certificates or other documents for which are now or may at any time hereafter be lodged with or held by Hambros Bank Limited or their agents or transferred to them or their nominees or registered in the name of Hambros Bank Limited or their nominees by or for Flowidea Limited, as more particularly described in the Charge.

The security includes all dividends or interest paid or payable on such securities and may therefore constitute a charge on book debts.

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legibly, preferably  
in black type, or  
bold block  
lettering

Particulars as to commission allowance or discount (note 3)

Nil

Signed



Date

8/4/92

On behalf of ~~XXXXXX~~ mortgagee/chargee †

† delete as  
appropriate

- 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 situated 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.



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

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

I hereby certify that a mortgage or charge dated the 23rd MARCH 1993  
and created by FLOWIDEA LIMITED

for securing all moneys now due, or hereafter to become due, or from time  
to time accruing due from the company to HAMBROS BANK LIMITED

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act  
1985, on the 8th APRIL 1993

Given under my hand at the Companies Registration Office,  
Cardiff the 15th APRIL 1993

No. 2463564

*P. Jones*  
P. JONES

an authorised officer

C.69a

Post  
15.4  
HL.

**M**

COMPANIES FORM No. 395

**Particulars of a mortgage or charge****395**Please do not  
write in  
this margin

Pursuant to section 395 of the Companies Act 1985

Please complete  
legibly, preferably  
in black type, or  
bold block letteringTo the Registrar of Companies  
(Address overleaf—Note 5)

For official use

Company number

[ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ]

2463564

Name of company

\* FLOWIDEA LIMITED (the "Company")

\* insert full name  
of company

Date of creation of the charge

8TH FEBRUARY 1994

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

CHARGE OVER SHARES

Amount secured by the charge

All monies and liabilities which are now or may at any time hereafter be due, owing or incurred by the Company to Guinness Mahon & Co Limited (the "Bank") on any current or other account or in any other manner whatsoever (whether alone or jointly with any other person or persons and whether as principal or surety, and whether the said liabilities are actual or contingent) together with interest chargeable and payable in the manner agreed between the Bank and the Company as well after as before demand made or judgment obtained hereunder and all usual banking charges, and costs and expenses (on a full indemnity basis) occasioned by or incidental to this or any other security held by the Bank for the same indebtedness.

*Over*

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

GUINNESS MAHON &amp; CO LIMITED

32 St Mary at Hill

LONDON

Postcode

EC3P 3AJ

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

Booth & Co.  
Sovereign House  
South Parade  
Leeds LS1 1HQ  
Ref: JED/EH

Time critical reference

For Official Use  
Mortgage Section

Post Room

REGISTERED

15 FEB 1994

COMPANIES  
PR31

11 FEB 1994

HOUSE

FAX RECEIVED  
15/2/94

Short particulars of all the property charged

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legibly, preferably  
in black type, or  
bold block lettering

<sup>000</sup>  
400 ordinary shares of 1p each in the share capital of Secure Trust Group Plc and any further shares or securities deposited with or transferred to the Bank or its nominee after 8th February 1994. INCLUDING ALL DIVIDENDS AND INTEREST AND ALL RIGHTS, MONIES OR PROPERTY ACCRUING OR OFFERED AT ANY TIME BY WAY OF REDEMPTION BONUS, PREFERENCE OPTION OR OTHERWISE IN RESPECT OF THE AFOREMENTIONED SECURITIES.  
(PLEASE SEE ATTACHED FAX).

Particulars as to commission allowance or discount (note 3)

NIL

Signed South + Co

Date 10th February 1994

On behalf of [company] [chargee]†

† 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 The address of the Registrar of Companies is:-  
Companies House, Crown Way, Cardiff CF4 3UZ

THIS MESSAGE IS CONFIDENTIAL. IT MAY NOT BE DISCLOSED TO, OR USED BY, ANYONE  
OTHER THAN THE ADDRESSEE. IF YOU RECEIVE THIS MESSAGE IN ERROR,  
PLEASE ADVISE THE SENDER IMMEDIATELY.

FAX MESSAGE

To: Miss Sangster  
From/Company: Companies House  
Fax no: 0222-380827  
From: James Dakin  
Date: 15/2/94  
Fax message no: 052121  
Total number of pages including this page: 1

Dear Miss Sangster

FLOWIDEA LIMITED (Company Number: 2463564) - Charge Over Shares  
dated 8th February 1994

I refer to our conversation this morning about the form 395 for  
the above. I confirm that the short particulars of all the  
property charged should read as follows:

"400,000 ordinary shares of 1p each in the share capital of  
Secure Trust Group Plc and any further shares or securities  
deposited with or transferred to the Bank or its nominee  
after 8th February 1994 including all dividends and interest  
and all rights, monies or property accruing or offered at  
any time by way of redemption bonus, preference option or  
otherwise in respect of the aforementioned securities."

Thank you very much for your call, which is greatly appreciated.

Kind regards.

*James Dakin*

J E Dakin

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02463564

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A CHARGE OVER SHARES DATED THE 8th FEBRUARY 1994 AND CREATED BY FLOWIDEA LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO GUINNESS MAHON & CO LIMITED ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 15th FEBRUARY 1994.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 16th FEBRUARY 1994.

*P. Jones*  
P. JONES

for the Registrar of Companies





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

\* Insert full name  
of company

# COMPANIES FORM No. 395

## Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

# 395

*This document has been cancelled  
in favour of the one submitted on  
28/2/97. Asche 28/2/97*

To the Registrar of Companies

For official use

Company number

[13]

2463564

Name of company

\* FLOWIDRA (the "Chargor")

Date of creation of the charge

4th February, 1997

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

Mortgage of Shares

Amount secured by the mortgage or charge

Please see attached Continuation Sheet No. 1

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

DEUTSCHE HYPOTHEKENBANK (ACTIEN-GESELLSCHAFT), of Georgsplatz 8, 30159  
Hanover, Germany (the "Bank")

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

Allen & Overy  
One New Change  
London  
EC4M 9QQ

MEEB/ADD/B1:85502

Time critical reference

For official use  
Mortgage Section

*CANCELLED*  
Post room



KLO \*K9FRKTBN\* 658

COMPANIES HOUSE 18/02/97

COMPANIES HOUSE 10/02/97

19/2/97  
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Page 1



Please see attached Continuation Sheet No. 2

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in black type, or  
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lettering

**CANCELLED**

Particulars as to commission allowance or discount (note 3)

Nil

Signed

*Allen & Overy*

Date

*7th February, 1997*

On behalf of ~~(company)~~/mortgagee/chargee

† delete as  
appropriate

- 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 conditionalfor 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.

**FLOWIDEA LIMITED**

**REGISTERED NO. 2463564**

**CONTINUATION SHEET NO. 1**

**AMOUNT SECURED BY THE MORTGAGE OR CHARGE**

**CANCELLED**

All present and future obligations and liabilities whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever of the Borrower to the Bank under each Finance Document.

**"Finance Document"**

means the Credit Agreement, the Debenture, the Intercreditor Deed, the Subordination Deed, the Mortgages of Shares, the tax side letter between the Borrower and the Bank, the short term guarantee by the Shareholders in favour of the Bank, any interest rate hedging arrangement entered into by the Borrower in relation to its obligations under the Credit Agreement or any other document designated as such by the Bank and the Borrower.

**"Credit Agreement"**

**CANCELLED**

means the £16,320,000 credit agreement dated 30th January, 1997 between the Borrower and the Bank.

**"Debenture"**

means the debenture dated 4th February, 1997 executed by the Borrower in favour of the Bank.

**"Intercreditor Deed"**

**CANCELLED**

means the intercreditor deed dated 4th February, 1997 between the Borrower, Hambros Bank Limited and the Bank.

**"Subordination Deed"**

means the subordination deed dated 4th February, 1997 between the Borrower, the Shareholders and the Bank.

**"Mortgage of Shares"**

means the mortgage of shares dated 4th February, 1997 between the Chargor and the Bank accompanying this Form 395.

**"Mortgages of Shares"**

means the mortgages of shares dated 4th February, 1997 executed by each Shareholder.

**CANCELLED**

"Borrower"

means Flowidea Limited.

"Shareholders"

**CANCELLED**

means Endicott Investment Limited (Registered no. 3288522), Grafton Estates PLC (Registered no. 838773), Wyler Investments Limited (Registered no. 3288760) and Flowidea Limited (Registered no. 2463564).

References to a person includes its successors and assigns.

Reference to a Finance Document or another document is a reference to that Finance Document or other document as amended, novated or supplemented.

**CANCELLED**

**CANCELLED**

**CANCELLED**

FLOWIDEA LIMITED

REGISTERED NO. 2463564

CANCELLED

CONTINUATION SHEET NO. 2

SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED

By way of a first legal mortgage:

- (a) the Shares;
- (b) all dividends paid or payable after the date of the Mortgage of Shares on all or any of the Shares;
- (c) all stocks, shares, securities, rights, moneys or property accruing or offered at any time (whether by way of redemption, bonus, preference, option rights or otherwise) to or in respect of any of the Shares or in substitution or exchange for or otherwise derived from, any of the Shares; and
- (d) all dividends, interest or other income in respect of any such asset as referred to in paragraph (c) above.

CANCELLED

CANCELLED

"Shares" means 160 Ordinary Shares of one pound each in the Borrower.

NB. The Chargor is restricted from assigning, pledging or otherwise encumbering the whole or any part of the Shares and all rights, assets or property referred to in paragraphs (b) to (d) above to anyone other than the Bank.

B1:85023.1

CANCELLED

CANCELLED



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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**

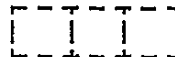
**395**

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies

For official use

Company number



2463564

Name of company

\* FLOWIDEA LIMITED (the "Charger")

Date of creation of the charge

4th February, 1997

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

Mortgage of Shares

Amount secured by the mortgage or charge

Please see attached Continuation Sheet No. 1

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

DEUTSCHE HYPOTHEKENBANK (ACTIEN-GESELLSCHAFT), of Georgsplatz 8, 30159  
Hanover, Germany (the "Bank")

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

Allen & Overy  
One New Change  
London  
EC4M 9QQ

MEEB/ADD/B1:85022

Time critical reference

For official use  
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

Please see attached Continuation Sheet No. 2

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legibly, preferably  
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Particulars as to commission allowance or discount (note 3)

Nil

Signed

*Allen & Overy*

Date

*7th February, 1997*

On behalf of ~~company~~/mortgagee/~~charged~~†

† delete as  
appropriate

- 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.

**FLOWIDEA LIMITED**

**REGISTERED NO. 2463564**

**CONTINUATION SHEET NO. 1**

**AMOUNT SECURED BY THE MORTGAGE OR CHARGE**

All present and future obligations and liabilities whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever of the Borrower to the Bank under each Finance Document.

**"Finance Document"**

means the Credit Agreement, the Debenture, the Intercreditor Deed, the Subordination Deed, the Mortgages of Shares, the tax side letter between the Borrower and the Bank, the short term guarantee by the Shareholders in favour of the Bank, any interest rate hedging arrangement entered into by the Borrower in relation to its obligations under the Credit Agreement or any other document designated as such by the Bank and the Borrower.

**"Credit Agreement"**

means the £16,320,000 credit agreement dated 30th January, 1997 between the Borrower and the Bank.

**"Debenture"**

means the debenture dated 4th February, 1997 executed by the Borrower in favour of the Bank.

**"Intercreditor Deed"**

means the intercreditor deed dated 4th February, 1997 between the Borrower, Hambros Bank Limited and the Bank.

**"Subordination Deed"**

means the subordination deed dated 4th February, 1997 between the Borrower, the Shareholders and the Bank.

**"Mortgage of Shares"**

means the mortgage of shares dated 4th February, 1997 between the Chargor and the Bank accompanying this Form 395.

**"Mortgages of Shares"**

means the mortgages of shares dated 4th February, 1997 executed by each Shareholder.

**"Borrower"**

means Thurleigh Estates Limited (Registered no. 3288762).

**"Shareholders"**

means Endicott Investment Limited (Registered no. 3288522), Grafton Estates PLC (Registered no. 838773), Wyler Investments Limited (Registered no. 3288760) and Flowidea Limited (Registered no. 2463564).

References to a person includes its successors and assigns.

Reference to a Finance Document or another document is a reference to that Finance Document or other document as amended, novated or supplemented.



**FLOWIDEA LIMITED**

**REGISTERED NO. 2463564**

**CONTINUATION SHEET NO. 2**

**SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED**

By way of a first legal mortgage:

- (a) the Shares;
- (b) all dividends paid or payable after the date of the Mortgage of Shares on all or any of the Shares;
- (c) all stocks, shares, securities, rights, moneys or property accruing or offered at any time (whether by way of redemption, bonus, preference, option rights or otherwise) to or in respect of any of the Shares or in substitution or exchange for or otherwise derived from, any of the Shares; and
- (d) all dividends, interest or other income in respect of any such asset as referred to in paragraph (c) above.

"Shares" means 160 Ordinary Shares of one pound each in the Borrower.

NB. The Chargor is restricted from assigning, pledging or otherwise encumbering the whole or any part of the Shares and all rights, assets or property referred to in paragraphs (b) to (d) above to anyone other than the Bank.

B1:25023.1

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

CANCELLED

CANCELLED

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

COMPANY No. 02463564

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A MORTGAGE OF SHARES DATED THE 4th FEBRUARY 1997 AND CREATED BY FLOWIDEA LIMITED FOR SECURING ALL PRESENT AND FUTURE OBLIGATIONS AND LIABILITIES WHETHER ACTUAL OR CONTINGENT AND WHETHER OWED JOINTLY OR SEVERALLY OR IN ANY OTHER CAPACITY WHATSOEVER OF THE COMPANY TO DEUTSCHE HYPOTHEKENBANK (ACTIEN-GESELLSCHAFT) UNDER EACH FINANCE DOCUMENT (AS DEFINED) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 18th FEBRUARY 1997.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 20th FEBRUARY 1997.

*R. N. Owens*

CANCELLED

RICHARD NEIL OWENS

CANCELLED

for the Registrar of Companies

CANCELLED

*This document has been cancelled in favour  
of an amended certificate issued on 3/3/97,*

*M. Seale  
3/3/97*

CANCELLED



COMPANIES HOUSE

HC026B

*20/2  
L-C  
AP*

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## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02463564

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A MORTGAGE OF SHARES DATED THE 4th FEBRUARY 1997 AND CREATED BY FLOWIDEA LIMITED FOR SECURING ALL PRESENT AND FUTURE OBLIGATIONS AND LIABILITIES WHETHER ACTUAL OR CONTINGENT AND WHETHER OWED JOINTLY OR SEVERALLY OR IN ANY OTHER CAPACITY WHATSOEVER OF THURLEIGH ESTATES LIMITED TO DEUTSCHE HYPOTHEKENBANK (ACTIEN-GESELLSCHAFT) UNDER EACH FINANCE DOCUMENT (AS DEFINED) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 18th FEBRUARY 1997.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 3rd MARCH 1997.

A handwritten signature in dark ink, appearing to read 'M. Saha'.

M. SAHA

for the Registrar of Companies



C O M P A N I E S H O U S E