

MG01s

Particulars of a charge created by a company registered in Scotland



COMPANIES HOUSE
FEE PAID
EDINBURGH

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 charge created by a Scottish company.
- What this form is NOT for**
You cannot use this form to register particulars of a mortgage or charge created by a company in England and Wales or Northern Ireland. If this is the case, please use form MG01.

SATURDAY



SCT 05/12/2009 14
COMPANIES HOUSE

1 Company details For official use

Company number	S	C	1	0	9	0	3	8
Company name in full	ELECTRO-FLOW CONTROLS LIMITED							

→ **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	^d 0	^d 2	^m 1	^m 2	^y 2	^y 0	^y 0	^y 9
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3 Description

Please give a description of the instrument (if any) creating or evidencing the charge e.g. 'Standard security', 'Floating charge' etc.

Description	Floating Charge
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4 Amount secured

Please give us details of the amount secured by the charge.

Amount secured	the aggregate of all moneys and liabilities, whether of principal, interest, charges, commissions, costs (on a full indemnity basis) or otherwise in whatever currency which may now or at any time hereafter be due owing or incurred by the Company to Maven Capital Partners UK LLP (the "Creditor") and/or the Noteholders (as defined in the Appendix hereto) in any manner whatsoever (including without prejudice to the generality of the foregoing under the terms of the Finance Documents (as defined in the Appendix hereto)) and whether actual or contingent and whether alone or jointly with others, as principal, cautioner, guarantor, surety or otherwise, and in whatever name or style (the "Secured Liabilities")
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Continuation page
Please use a continuation page if you need to enter more details.

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

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 **Maven Capital Partners UK LLP (in its capacity as trustee under the**

Address **Loan Note Trust Deed (as defined in the Appendix hereto))**

St. James's House, 7 Charlotte Street, Manchester

Postcode **M 1 4 D Z**

Name

Address

Postcode

6 Short particulars of all the property charged

Please give the short particulars of the property charged.

Continuation page

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

Short particulars

the whole of the property, assets and undertaking (including uncalled capital) from time to time of the Company (the "Charged Assets")

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7 Statement, in the case of a floating charge, as to any restrictions on power to grant further securities and any ranking provision

Except as may be otherwise agreed in writing by the Creditor, and subject to sub-section (2) of section 464 of the Companies Act 1985 and the Intercreditor Agreement (as defined in the Appendix hereto) a floating charge created by this charge (the "Charge") shall rank in priority and in preference to: (a) any Fixed Security (as defined in the Appendix hereto) which may be created by the Company hereafter, other than any Fixed Security in favour of the Creditor which shall in all respects rank in priority and in preference to the Charge; and (b) any other floating charge which may be created by the Company after SEE CONTINUATION SHEET

 In the case of a floating charge a statement should be given of (1) the restrictions, if any, on the power of the company to grant further securities ranking in priority to, or pari passu with the floating charge; and/or (2) the provisions, if any, regulating the order in which the floating charge shall rank with any other subsisting or future floating charges or fixed securities over the property which is the subject of the floating charge or any part of it.

8 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

9 Delivery of instrument

A certified copy of the instrument, if any, creating or evidencing the charge, together with this form with the prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of the creation of the charge.

In the case of a charge created out of the United Kingdom (UK), comprising property situated outside the UK, within 21 days after the date on which the copy of the instrument creating it could, in due course of post, and if despatched with due diligence, have been received in the UK. Certified copies of any other documents relevant to the charge should also be delivered.

10 Signature

Please sign the form here.

Signature

Signature

X  X

Signature

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

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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

Company name

Paull & Willamsons LLP

Address

Union Plaza, 5th Floor

1 Union Wynd

Post town

Aberdeen

County/Region

Postcode

A B 1 0 1 D Q

Country

Scotland

DX

AB35

Telephone

(01224) 621 621

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 a certified copy of the deed (if any) 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 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 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 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,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS.
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

**THIS IS THE CONTINUATION SHEET REFERRED TO IN THE FOREGOING FORM
MG01S IN RELATION TO ELECTRO-FLOW CONTROLS LIMITED**

7 Statement, in the case of a floating charge, as to any restrictions, on power to grant further securities and any ranking provision

(b) any other floating charge which may be created by the Company after its execution of the Charge; and

No Fixed Security, other than any Fixed Security in favour of the Creditor, and no other floating charge shall rank in priority or preference prior to or equally with the Charge.

Without prejudice to the foregoing, until the Secured Liabilities have been irrevocably and unconditionally repaid and discharged in full, the Company shall not, without the consent in writing of the Creditor, create or attempt to create or permit to subsist any charge, mortgage, pledge, lien, encumbrance or other security interest (whether fixed or floating) in, over or in any way affecting any of the Charged Assets, other than a Permitted Encumbrance (as defined in the Appendix hereto).

**THIS IS THE APPENDIX REFERRED TO IN THE FOREGOING FORM MGO1S IN
RELATION TO ELECTRO-FLOW CONTROLS LIMITED**

“Facility Agreement”	means the agreement between, amongst others, Clydesdale Bank plc and the Company dated 2 December 2009 for the provision of an overdraft and term loan facility of up to £3,800,000 to the Company;
“Finance Documents”	has the meaning given to it in the Guarantee;
“Fixed Security”	shall have the meaning given to it in section 486 of the Companies Act 1985;
“Guarantee”	means the guarantee entered into between the Company and others in favour of the Creditor dated 2 December 2009;
“Intercreditor Agreement”	has the meaning given to it in the Facility Agreement;
“Loan Note Trust Deed”	means the loan note trust dated 2 December 2009 made by the Company constituting £2,002,500 10% Secured Loan Notes 2014 of the Company
“Noteholders”	Has the meaning given to it in the Loan Note Trust Deed



FILE COPY

**CERTIFICATE OF THE REGISTRATION
OF A CHARGE**

COMPANY NO. 109038

CHARGE NO. 6

I HEREBY CERTIFY THAT A CHARGE CREATED BY ELECTRO-
FLOW CONTROLS LIMITED

ON 2 DECEMBER 2009

FOR SECURING ALL SUMS DUE OR TO BECOME DUE

IN FAVOUR OF MAVEN CAPITAL PARTNERS UK LLP

WAS DELIVERED PURSUANT TO SECTION 878 OF THE
COMPANIES ACT 2006 ON 5 DECEMBER 2009

GIVEN AT COMPANIES HOUSE, EDINBURGH 8 DECEMBER 2009



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES