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COMPANIES FORM No. 395

030023/13

# 395

## Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

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

To the Registrar of Companies

For official use Company number

Name of company

8

02463564

\* Insert full name  
of company

\* **FLOWIDEA LIMITED**

Date of creation of the charge

**8<sup>th</sup> FEBRUARY 2006.**

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

Share Charge ("the Charge") between the Chargor and  
EFG Private Bank Limited ("the Bank")

Amount secured by the mortgage or charge

As specified in Part II of the attached Schedule.

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

**EFG Private Bank Limited, 12 Hay Hill, London, W1J 6 DW**

Postcode

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

EFG Private Bank Ltd  
12 Hay Hill  
London  
W1J 6 DW  
Tel. No. 0207-491 9111

For official use  
Mortgage section



A05  
COMPANIES HOUSE

331  
10/02/2006

Time critical reference

Short particulars of all the property mortgaged or charged

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As specified in Parts III, IV and V of the attached Schedule.

N.B. The attached Schedule includes covenants by and restrictions on the Chargor which protect and further define the charges and which must be read as part of the charges created.

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

Particulars as to commission allowance or discount (note 3)

N/A

Signed

Date

8/2/06.

On behalf of [company] [mortgagee/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.

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## SCHEDULE TO FORM 395

### PART I

#### DEFINITIONS

In this Schedule where the context so admits:

- "Bank"** means The Private Bank & Trust Company Limited and includes persons deriving title under it and its successors in business and assigns and transferees and any company with which it may amalgamate; and
- "Encumbrance"** shall be construed as a reference to a mortgage, charge, pledge, lien or other encumbrance or security interest securing any obligation.

### PART II

#### AMOUNT SECURED BY THE MORTGAGE OR CHARGE

Under Clause 1.1. of the Charge, the Chargor covenanted on demand in writing made to it by the Bank to pay or discharge to the Bank:-

- (a) all monies whether principal or interest which were, or would at any time thereafter (and whether on or after each such demand) become, due or owing to the Bank by the Chargor either alone or jointly with any other person on any current or other account, and all other obligations and liabilities whatever the Chargor to the Bank, whether actual or contingent, whether arising in contract, tort or otherwise and whether as principal or surety;
- (b) all sums becoming due under the Charge and all discount, commission, fees or other lawful charges and expenses which the Bank may in court of its business charge in respect of any of the matters aforesaid or for keeping the Chargor's accounts and the Chargor would on such demand also retire all bills or notes for the time being under discount with the Bank and to which the Chargor is a party, whether as drawer, acceptor, maker or indorser, without any deduction whatsoever; and
- (c) interest on each of the foregoing, computed and compounded according to the usual mode of the Bank as well after as before any demand made or judgment obtained thereunder, which shall accrue on a daily basis from the dates on which the same are incurred or become due (without the necessity for any demand being made for payment thereof) at such rate as is agreed from time to time in relation to each of the foregoing or, to the extent not so agreed, at the Bank's sterling base rate (or, in respect of any sum not in sterling, an equivalent interest rate for the relevant currency, to be determined by the Bank) plus 5% per annum and be payable in arrears on such dates as may be agreed, or, to the extent not so agreed, such interest payment dates as the Bank may select.

### PART III

#### PARTICULARS OF THE PROPERTY CHARGED

Under Clause 2.1. of the Charge, the Chargor as the beneficial owner charged to the Bank by way of first fixed charge as security for the payment or discharge of all monies and other liabilities thereby covenanted to be paid or discharged by the Chargor the following:-

- (a) all stocks, shares, bonds, debentures, notes, certificates of deposit, warrants, options or other securities of any kind both present and future of the Chargor including, without limitation, those which are (or the certificates of which are) at any time deposited with or transferred to or registered in the name of the Bank (or its trustees or nominees) including, without limitation, those specified in Part V of this Schedule;
- (b) all dividends, distributions, interest and other income paid or made in respect of the securities referred to in paragraph (a) above and all allotments, offers, rights, benefits, money or property accruing, offered or arising in respect of the securities referred to in paragraph (a) above at any time whether by way of conversion, redemption, bonus scrip, preference, option or otherwise (the property charged as described in paragraphs (a) and (b) being called the "Securities"); + 95
- (c) all accretions of a capital nature from time to time accruing to the Securities and all repayments of principal on loan notes or debit instruments and all capital sums received or receivable in relation thereto upon any reduction of any share capital of or by way of distribution upon the winding-up of a company whose shares or stock form part of the Securities of any capital sums payable in respect of the Securities (all of which property charged described in paragraphs (a) to (c) being called "Interests in Securities", which expression shall include bonus stock and any further securities required to be deposited with the Bank as described in paragraph 2 of Part IV below).

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 SHARE CHARGE DATED THE 8th FEBRUARY 2006 AND CREATED BY FLOWIDEA LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO EFG PRIVATE BANK LIMITED ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 10th FEBRUARY 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 14th FEBRUARY 2006.

*P.A.*



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES