

MG01

Particulars of a mortgage or charge

163046/13

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 register particulars of a charge for a company. To do this, please use form MG01s

SATURDAY



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A02

16/03/2013

#59

COMPANIES HOUSE

1

Company details

Company number 0 2 4 6 3 5 6 4

Company name in full FLOWIDEA LIMITED

112 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 d0 d8 m0 m3 y2 y0 y1 y3

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 Legal Charge") granted by Flowidea Limited ("the Chargor") in favour of Arbuthnot Latham & Co Limited ("the Bank")

4

Amount secured

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

Amount secured

6x10

(a) all indebtedness, liabilities and obligations which are now or may at any time hereafter be due, owing or incurred in any manner whatsoever to the Bank, by the Chargor whether actually or contingently, and whether solely or jointly with any other person and whether as principal or surety and whether or not the Bank shall have been an original party to the relevant transaction and in whatever currency denominated including all liabilities from time to time issued or incurred by the Bank at the request of the Chargor in connection with foreign exchange transactions, acceptances, discounting or otherwise or under any guarantees, bonds, indemnities, documentary or other credits or any instruments whatsoever and including interest, discount, commissions and any other lawful charges or expenses which the Bank

Continuation page

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

MG01**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	Arbuthnot Latham & Co. Limited									
Address	Arbuthnot House, 20 Ropemaker Street,									
	London									
Postcode	E	C	2	Y		9	A	R		
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>2 2 1 By way of first legal mortgage with full title guarantee all that leasehold property known as first second third and fourth floor maisonette at 41 Thurloe Square London SW7 2SR more particularly described and comprised in a lease dated 13 August 2008 and made between 41 Thurloe Square Company Limited (1) and Towford Limited (2) together with all buildings fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon and all improvements thereto ("the Mortgaged Property") and where the context requires shall mean any part or parts of the Mortgaged Property subject to (but in the case of properties registered at HM Land Registry only to the extent that such are registered or protected on the Register or are overriding interests) and with the benefit of any existing leases rights right of tracing and unpaid vendor's liens and similar and associated rights</p> <p>2 2 2 By way of first fixed charge with full title guarantee all gross rents and licence fees and other monies receivable now or hereafter at any time by the Chargor in respect of or arising out of the Mortgaged Property or any agreement for lease or otherwise without limitation derived by the Chargor from the Mortgaged Property or otherwise paid to or received by the Chargor in respect of the Mortgaged Property but excluding insurance rents or service charges or the like ("the Rental Income") present or future and whether payable now or in the future and the proceeds of any sale lease or other disposition of the Mortgaged Property and all rights and claims of the Chargor against all lessees sub-lessees licences or occupiers of the Mortgaged Property and all guarantors and sureties for the obligations of any such person or other third parties in relation to the Mortgaged Property now or in the future existing and capable of being satisfied by the payment of money provided that nothing in this sub-clause shall constitute the Bank as a mortgagee in possession.</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

None

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)

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Signature

Please sign the form here

Signature

Signature

X Farrier & Co.

X

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 Daisy Tarnowska

Company name Farrer & Co LLP

Address 66 Lincoln's Inn Fields

Post town

County/Region London

Postcode W C 2 A 3 L H

Country

DX 32 Chancery Lane

Telephone +44 (0)20 3375 7608



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

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>may in due course of its business charge in respect of all such indebtedness liabilities and obligations, (b) on a full indemnity basis all costs and expenses incurred by the Bank in relation to this Legal Charge and all costs and expenses incurred by the Bank in relation to the protection and enforcement of the rights of the Bank hereunder, and (c) interest at the date of discharge of all sums payable under all liabilities and obligations to be discharged under sub-clauses (a) and (b) above Such interest shall be computed and compounded in accordance with the terms of any agreement or instrument (if applicable) pursuant to which the liability and obligation has arisen or otherwise as agreed between the parties from time to time or in the absence of such agreement compounded monthly and computed according to the usual practice of the Bank and shall be payable as well after as before any demand or judgement</p>	



FILE COPY

P.

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. 12**

**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 ARBUTHNOT LATHAM & CO. LIMITED 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 16 MARCH 2013**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 20 MARCH 2013



Companies House



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