

MR01

Particulars of a charge

228412/13



Companies House

A fee is payable with this form
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online
Please go to www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☐ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument Use form MR08

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

This form must be delivered to the Registrar for registration with
21 days beginning with the day after the date of creation of the charge
delivered outside of the 21 days it will be rejected unless it is accompan
court order extending the time for delivery

☒ You must enclose a certified copy of the instrument with this form This
scanned and placed on the public record

SATURDAY



A25 *A435JKH5* #142
14/03/2015
COMPANIES HOUSE

1 Company details

Company number 0 2 4 6 3 5 6 4

Company name in full Flowidea Limited

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 Charge creation date

Charge creation date d 1 d 1 m 0 3 y 2 0 1 5

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name HSBC PRIVATE BANK (UK) LIMITED

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

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Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page

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

Description

A Legal Mortgage over the leasehold property at Upper
Maisonette 41 Thurloe Square London SW7 2SR
HM Land Registry Title Number(s) BGL96533

5

Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☐ Yes

☒ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ Yes Continue

☒ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

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Trustee statement ¹

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

¹ This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X

Reed Smith LLP

X

This form must be signed by a person with an interest in 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. The contact information you give will be visible to searchers of the public record.

Contact name

Company name

Address

Post town

County/Region

Postcode

Country

DX

Telephone



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 instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



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 filed on paper

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

MR01 - continuation page

Particulars of a charge

4

Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Description

THE PROPERTY KNOWN AS

UPPER "MAISONNETTE"

41 THURLOW SQUARE

LONDON

SW7 2SR

AS REGISTERED AT THE LAND REGISTRY
UNDER TITLE NUMBER BGL96533



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2463564

Charge code: 0246 3564 0014

The Registrar of Companies for England and Wales hereby certifies that a charge dated 11th March 2015 and created by FLOWIDEA LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th March 2015.

DX

Given at Companies House, Cardiff on 20th March 2015



Companies House



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

We Hereby Certify That This Is A
True Copy Of The Original

Reed Smith LLP

Reed Smith LLP

Dated 13-3-2015

Direct Legal Mortgage A1eco

Checker's
Initials

JK

HSBC Private Bank (UK) Limited

LEGAL MORTGAGE

IMPORTANT - PLEASE READ THE FOLLOWING NOTE BEFORE SIGNING THIS MORTGAGE

This document is a Mortgage of the Property and other assets described overleaf on the terms set out in the the HSBC Private Bank (UK) Limited Mortgage Deed Conditions (2012 edition) You should sign this Mortgage in front of a witness who should be your solicitor, other legal adviser or a HSBC Private Bank (UK) Limited official

- * HSBC Private Bank (UK) Limited will hold this Mortgage as security for the debts and/or the other liabilities to HSBC Private Bank (UK) Limited as set out in clause 2 of this Mortgage What this means is that both present and future debt, together with the other liabilities in that clause, are secured by this Mortgage
- If any of the debts and/or the other liabilities are not paid when due, HSBC Private Bank (UK) Limited can take possession of the Property and other assets, sell them and put the money from the sale towards the debts and/or the other liabilities
- The debts may include overdrafts, loans or money due under any other facilities that HSBC Private Bank (UK) Limited has granted to you or grants to you in the future They may also include any liabilities under any guarantee or indemnity that you have given, or may give in the future, to HSBC Private Bank (UK) Limited, for example, agreements to be responsible for the debts of another customer or for liabilities incurred by HSBC Private Bank (UK) Limited on your behalf
- This Mortgage is separate from, and not limited by, any other mortgage or guarantee which may already have been given to HSBC Private Bank (UK) Limited or which may be given in the future
- This Mortgage and the Mortgage Deed Conditions contain other terms which affect you

This Mortgage is an important legal document. HSBC Private Bank (UK) Limited strongly recommends that you seek the advice of your solicitor or other legal adviser before signing this Mortgage

Direct Legal Mortgage A1eco

THIS LEGAL MORTGAGE dated the 11 day of March 2015

BETWEEN Mortgagor Flowidea Limited Company Number: 02463564

and HSBC Private Bank (UK) Limited ("the Bank"), whose address for service for entry on the register is 78 St James's Street London SW1A 1JB ("you")

WITNESSES that this Mortgage which incorporates the Mortgage Deed Conditions (2012 edition) ("the Conditions") is given by you over the Property and other assets to secure the Debt
The Property and other assets and the Debt are described and defined below and in the Conditions

The Main Subject Matter of this Mortgage

1. The Property and other assets

With full title guarantee, you, and if there is more than one of you, each of you, charge by way of legal mortgage and (as appropriate) assign and transfer to the Bank as continuing security for the payment and discharge of the Debt (and each and every part of it)

(a) the Property Upper Maisonette 41 Thurloe Square London SW7 2SR

registered at H M Land Registry with title number BGL96533

(b) the benefit of all rights, licences, guarantees, rent deposits, contracts, deeds, undertakings and warranties relating to the Property,

(c) any shares or membership rights mentioned in paragraph 4 of the Conditions,

(d) any goodwill of any business from time to time carried on at the Property,

(e) any rental and other money payable under any lease, licence, or other interest created in respect of the Property, and

(f) any other payments whatever in respect of the Property, for example, payments from any insurance policy or any compensation money

The Bank agrees to release, re-assign or transfer back the above assets when the Debt has been repaid and the Bank is no longer under an obligation to provide any loan, credit, financial accommodation or other facility to you

2 The Debt which is secured on the Property and other assets

The Debt is all money and liabilities whatever, whenever and however incurred whether now or in the future due, or becoming due, from you to the Bank ("the Debt")

This includes, but is not limited to,

(a) overdrafts, personal and other loans or facilities and further advances of money,

(b) guarantees and indemnities to the Bank and any of your other contingent liabilities,

(c) discount, commission and other lawful charges and expenses,

(d) interest in accordance with any agreement between you and the Bank and, if there is no agreement, interest of any money and liabilities due from you at an annual rate of 3% above the Bank's base rate from time to time computed and compounded monthly and/or according to the Bank's then current practice Interest as above applies before and after any demand or judgement,

(e) money agreed to be paid by you under paragraph 26 of the Conditions

The Debt is not any money and liabilities arising under a regulated consumer credit agreement falling within Part V of the Consumer Credit Act 1974, unless agreed between you and the Bank

3 Restriction

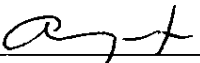
You, and if there is more than one of you, each of you, apply to the HM Chief Land Registrar to enter the following restriction against the title mentioned above,

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated in favour of HSBC Private Bank (UK) Limited referred to in the Charges Register "

IMPORTANT - PLEASE READ THE NOTES OVERLEAF AND THE CONDITIONS BEFORE SIGNING THIS MORTGAGE

N WITNESS of the above, this Mortgage, which is intended to take effect as a deed, has been executed by the Mortgagor and is now delivered on the date mentioned above

Executed as a deed by the Mortgagor acting by

Signature  Director

Name in full HENRY ANGEST
(Block letters) Director/Secretary

Signature 

Name in full JEREMY ROBIN KAYE
(Block letters)

Executed as a deed by the Mortgagor acting by

Signature _____ Director

Name in full _____
(Block letters)

In the presence of
Full name of
witness _____

Signature of witness _____
(Block letters)

Address _____

Occupation _____

For and on behalf of HSBC Private Bank (UK) Limited

