

F (Realisations) 2023 Limited (formerly Flowline Limited) - in administration ("the Company")

Proof of debt

Please complete and return this form with supporting documentation as soon as possible to PwC LLP, 8th Floor, Central Square, 29 Wellington Street, Leeds, LS1 4D or email it to uk_frealisations_enquiries@pwc.com

1) Name of creditor	
2) Address of creditor for correspondence	
3) Registered number (if creditor is a company) <i>(If not registered in the UK, please state the country or territory it is registered in and any overseas company registration number)</i>	
4) Total amount of your claim* (including VAT and outstanding capitalised interest) at the date the Company entered administration	£
5) If the amount in 4) includes outstanding capitalised interest, please state amount	£
6) Particulars of how and when the debt was incurred <i>(please attach a continuation sheet if more space is needed)</i>	
7) Particulars of any security held, the date it was given and the value you put on the security	
8) Particulars of any reservation of title claimed in respect of goods supplied to which the claim relates	
9) Give details of whether the whole or any part of the debt falls within any (and if so which) of the categories of preferential debts under the Insolvency Act 1986 (IA86)	
10) Give details of whether the whole or any part of the debt (and if so which) is, under the Insolvency Act 1986: (a) a moratorium debt**; or (b) a priority pre-moratorium debt*** in relation to the moratorium period from 29 December 2022 to 24 February 2023 (see next page).	moratorium debt = £ priority pre-moratorium debt = £
11) Details of any documents by reference to which the debt can be substantiated	
12) Information on any concerns you may have regarding the way in which the company's business has been conducted, and on potential recoveries for the administration resulting from the conduct of any party <i>(please continue on a separate sheet if needed)</i>	
Signature of creditor or person authorised to act on behalf of the creditor	
Name in block capitals	
Position with or relation to the creditor (e.g. director, company secretary, solicitor)	
Address of person signing (if different from 2 above)	
Date	

* You must deduct any trade or other discounts which would have been available to the company but for its administration, except any discount for immediate, early or cash settlement

Moratorium and priority pre-moratorium debt

****Moratorium debt** (s.A53 Insolvency Act 1986)

Any debt or other liability to which the company-

- (a) becomes subject **during the Moratorium** (paragraph 10 on page 1 hereof) other than by reason of an obligation incurred before the Moratorium, or
 - (b) has become or may become subject **after the end of the Moratorium** by reason of an obligation incurred during the Moratorium,
- but this is subject to the note below regarding tort or delict.

Note: Tort or delict

A liability in tort or delict is a “moratorium debt” if the cause of action (CoA) has not accrued before the Moratorium or all the elements necessary to establish the CoA do not exist before the Moratorium (except for actionable damage) and either—

- (i) the CoA has accrued **during the Moratorium**, or
- (ii) all the elements necessary to establish the CoA exist **before the Moratorium comes to an end** (except for actionable damage)

*****Priority pre-moratorium debt** (s.174A Insolvency Act 198)

Any debt or other liability to which the company:

- (a) becomes subject **before the Moratorium** (paragraph 10 on page 1 hereof), or
- (b) has become or may become subject **during the Moratorium** by reason of an obligation incurred before the Moratorium; AND
- (c) is payable in respect of:

- (i) the monitor’s remuneration or expenses,
- (ii) goods or services supplied during the Moratorium,
- (iii) rent in respect of a period during the Moratorium, or
- (iv) wages or salary arising under a contract of employment, relating to a period of employment before or during the Moratorium

(d) consists of a liability to make a redundancy payment that fell due before or during the Moratorium

(e) arises under a contract or other instrument involving financial services (Financial Instrument) that fell due before or during the Moratorium, BUT did not fall due during the “Relevant Period”+ by reason of the operation of or exercise of rights under an (i) acceleration or (ii) early termination clause in the Financial Instrument.

but this is subject to the not below regarding tort of delict

“Relevant Period” for the purposes of this definition means the period –

- (a) beginning with the date in which the statement is made by the proposed monitor under s.A6(1)(e) Insolvency Act 1986; and
- (b) ending with the last day of the Moratorium

Note: Tort or delict

(a) a liability in tort or delict is a “pre-moratorium debt” if either—

- (i) the cause of action has accrued before the Moratorium comes into force, or
- (ii) all the elements necessary to establish the cause of action exist before the Moratorium comes into force except for actionable damage