



Registration of a Charge

Company name: **S I PROTECH (UK) LIMITED**

Company number: **04102607**

Received for Electronic Filing: **09/02/2017**



X5ZWXWE0

Details of Charge

Date of creation: **31/01/2017**

Charge code: **0410 2607 0006**

Persons entitled: **MARK SILLINCE**

Brief description:

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **NEIL CRANFIELD**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4102607

Charge code: 0410 2607 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 31st January 2017 and created by S I PROTECH (UK) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 9th February 2017 .

Given at Companies House, Cardiff on 9th February 2017

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



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

Dated

31st JANUARY

2017



ACUMEN BUSINESS LAW

Mark Sillince

and

S I Protech (UK) Ltd

DEBENTURE

IN THIS DEED which is made 31st JANUARY 2017 the following terms shall have the following meanings:

PARTIES

- (1) Mark Sillince of 47 Ashley Drive, Ashley Heath, Ringwood, Hampshire. BH24 2JP (the Debenture Holder); and
- (2) S I PROTECH (UK) LIMITED incorporate and registered in England and Wales with company number 04102607 of Units 20-23 Eldon Way, Lineside Industrial Estate, Littlehampton, BN17 7HE (the Company).

Agreement: means the agreement between the Debenture Holder and the Company as evidenced by the minutes of a meeting dated 2017 for the loan of monies by the Debenture Holder to the Company

Crystallisation Event: means

- (a) any breach of the Agreement by the Company or anyone on its behalf relating to the payment of the monies due from time to time under the Agreement; or
- (b) the appointment of a Receiver by any creditor of the Company; or
- (c) the levying of any execution by a bailiff against any of the Company's assets; or
- (d) the passing of a resolution to wind the Company up; or
- (e) the appointment of a liquidator

Provided that there may be more than one Crystallisation Event

Monies: means the sums due from time to time to the Debenture Holder under the Agreement or arising as a result of a Crystallisation Event

BY THIS DEED

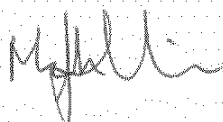
1. The Company will on demand in writing made to it discharge to the Debenture Holder the Monies.
2. A demand for payment shall be made by the Debenture Holder to the Company by the Debenture Holder leaving it at or sending it by post to the registered office of the Company or its last known place of business and if sent by post shall be deemed to have been made on the day following the day on which the letter was posted.
3. The Company with full title guarantee hereby charges with the payment of all monies due under this debenture all assets of the Company of whatever nature
 - (a) by way of a legal mortgage of any freehold or leasehold property now vested in it together with all buildings fixtures and fixed plant and machinery from time to time thereon

- (b) by way of a first fixed charge on all book debts now and from time to time due or owing to the Company
- (c) by way of a first floating charge over all other assets of the Company of whatever nature both present and future save that the Company shall be free to dispose of such assets in the ordinary course of its

- 4.1 At any time after the Debenture Holder shall have demanded payment of any monies hereby secured or if a petition shall be presented to the court under section 9 of the Insolvency Act 1986 for the making of an administration order in respect of the Company or if requested by the Company the Debenture Holder may by writing appoint a Receiver and/or a Manager of the Company of all or any part of the property hereby charged and may from time to time determine his reasonable remuneration and remove him and appoint another.
- 4.2 The Receiver or Manager shall be the agent of the Company and not the Debenture Holder and the Company and not the Debenture Holder shall be personally liable for his actions and he shall be entitled to exercise all powers conferred by the Law of Property Act 1925 as if duly appointed thereunder but without the restrictions imposed by sections 103 and 109 of that Act.
- 4.3 Without prejudice to the generality of the above the Receiver/Manager shall have power to:
 - (a) take possession of and collect in the property charged
 - (b) carry on the Company's business
 - (c) raise loans on the Company's property or sell or lease the property charged
 - (d) make arrangements or compromises as he sees fit
 - (e) appoint managers at such salaries as he may determine
 - (f) do all acts incidental or conducive to the above as he may lawfully do.
- 5. The Company hereby irrevocably appoints the Debenture Holder or any of its duly appointed officers and the Receiver jointly and severally as its attorney to execute deeds and assurances and to act on its behalf in its name.
- 6. The Debenture Holder may not assign any of its rights or benefits under this Deed and any document ancillary to this Deed to any person without the prior written consent of the Company. The Company shall not assign charge or otherwise transfer or deal in the benefit or burden of this Deed.
- 7. This Deed may be executed and delivered in any number of counterparts, each of which is an original and which, together, have the same effect as if each party had signed the same document.

8. A person who is not a party to this Deed cannot enforce, or enjoy the benefit of, any term of this Deed under the Contracts (Rights of Third Parties) Act 1999.
9. Any notice or demand by the Debenture Holder under this Deed shall be deemed to have been sufficiently given if sent by prepaid first class letter post to the address for the Company stated in this Deed or the address for the Company last known to the Debenture Holder and shall be deemed to have been served upon the addressee at 10 a.m. the next succeeding day (or if the next succeeding day be a Sunday or any other day upon which no delivery of letters is made at 10 a.m. the next succeeding day on which a delivery of post is made) and in any other case shall be deemed to have been served on the addressee upon expiry of 48 hours from the time of posting of the same and this shall in the service of legal proceedings be deemed to constitute good service.
10. This Deed shall be governed by and construed in accordance with English law and the parties to this Deed irrevocably submit to the non-exclusive jurisdiction of the courts of England and Wales in respect of any claim, dispute or difference arising out of or in connection with this Deed.

SIGNED and delivered as a Deed by)



Mark Sillince

in the presence of VASCO GIL MIGUEL

Witness signature Vasco Gil Miguel

Witness Name VASCO GIL MIGUEL

Address 9, DAVITS Drive, Littlehampton, BN17 7HE

Occupation Operations Manager

SIGNED and delivered as a Deed by)



ALAN EDMONDS

S I Protech (UK) Ltd

Acting by a director in the presence of

Witness signature



Witness Name NEIL CRANFIELD

Address 30 HALLIFORD DRIVE, BARNHAM POLE OAS

Occupation FINANCE DIRECTOR