

MG01

100553/52

Particulars of a mortgage or charge



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 Scottish company. To do this, please use form MG01s

THURSDAY



LD8

"L106Y2QW"

20/12/2012

#182

COMPANIES HOUSE

1

Company details

Company number

0 7 4 5 7 0 1 1

Company name in full

Syni Limited (the "Owner")

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

d1 d8 m1 m2 y2 y0 y1 y2

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

Debenture (the "Debenture")

4

Amount secured

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

Amount secured

All of the Owner's liabilities to RBSIF (present, future, actual or contingent and whether incurred alone or jointly with another) including Interest and any expenses RBSIF or a receiver incurs (on a full indemnity basis and with Interest from the date of payment) in connection with both the Property charged by clause 2 of the Debenture or taking, perfecting, protecting, enforcing or exercising any power under the Debenture (the "Owner's Obligations")

Continuation page

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

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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							
Name	RBS Invoice Finance Limited ("RBSIF")							
Address	Smith House PO BOX 50							
	Elmwood Avenue Feltham, Middlesex							
Postcode	T	W	1	3		7	Q	D
Name								
Address								
Postcode								

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

6 Short particulars of all the property mortgaged or charged

	Please give the short particulars of the property mortgaged or charged						
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Continuation page
Please use a continuation page if you need to enter more details

Short particulars	Please see the continuation pages attached.
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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 Nil

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).

9 Signature

Please sign the form here

Signature

Signature

X DCA Piper UK LLP 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 Rahool Sargua

Company name DLA Piper UK LLP

Address 3 Noble Street

London

Post town

County/Region

Postcode E C 2 V 7 E E

Country

DX DX: 33866 Finsbury Square

Telephone 0207 153 7968



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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6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>1. Charge</p> <p>The Owner covenanted to discharge on demand the Owner's Obligations which are due and payable and as continuing security for such discharge and with full title guarantee charged to RBSIF</p> <p>1 1 a fixed charge over the following property of the Owner, owned now or in the future</p> <p>1 1 1 all Land vested in or charged to the Owner, all fixtures and fittings attached to that Land and all rents receivable from any lease granted out of that Land</p> <p>1 1 2 all plant and machinery, including any associated warranties and maintenance contracts but excluding any plant and machinery, vehicles or computer equipment the subject of leasing or hire purchase arrangements which expressly prohibited the granting of such security</p> <p>1 1 3 all the goodwill of the Owner's business</p> <p>1 1 4 any uncalled capital</p> <p>1 1 5 all stock, shares and other securities held by the Owner at any time in any Subsidiary and all income and rights relating to those stocks, shares and securities</p> <p>1 1 6 all intellectual property, licences, claims, insurance policies, proceeds of any insurance and any other legal rights</p> <p>1 1 7 the benefit of any hedging arrangements, futures transactions or treasury instruments</p> <p>1 2 a floating charge over all the other property, assets and rights of the Owner owned now or in the future which are not subject to an effective fixed charge under the Debenture or under any other security held by RBSIF</p> <p>2. Restrictions</p> <p>The Owner will not, without RBSIF's consent</p> <p>2 1 permit or create any mortgage, standard security, charge or lien on the Property</p> <p>2 2 dispose of the Property charged by Clause 2 1 1 of the Debenture (as detailed in paragraph 1 1 1 of this form)</p> <p>2 3 dispose of the Property charged by Clause 2 2 of the Debenture (as detailed in paragraph 1 2 of this form), other than in the ordinary course of business</p> <p>2 4 call on, or accept payment of, any uncalled capital</p> <p>2 5 deal with its book and other debts except by collecting them in the ordinary course of its business. In particular, the Owner will not realise its book and other debts by means of invoice discounting or factoring arrangements</p> <p>2 6 grant, or accept a surrender of, any lease or licence of any of its Land or consent to a tenant</p>	

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6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>assigning or sub-letting</p> <p>2 7 dispose of, part with or share possession or occupation of any of its Land</p> <p>3. Property Undertakings</p> <p>The Owner will not, without RBSIF's consent, carry out any development on or make any alterations to any Land which require planning permission or approval under building regulations</p> <p>4. Conversion of Floating Charge to Fixed Charge</p> <p>4 1 If either</p> <p>4 1 1 a Default has occurred that is continuing or</p> <p>4 1 2 RBSIF considers that any Property is in danger of being seized, attached, charged, taken possession of, or sold under any form of distress, sequestration, execution or other process or otherwise to be in jeopardy,</p> <p>RBSIF may by notice convert the floating charge on any of the Property into a fixed charge Following this notice, the Owner will not dispose of the affected Property without RBSIF's consent</p> <p>4 2 The floating charge will become a fixed charge if an administrator of the Owner is appointed</p> <p>5. Possession and Enforceability</p> <p>5 1 RBSIF does not have an immediate right to possession of the Property or its income (and will not be considered to be taking possession if it enters to inspect or repair the Property) The Owner will continue in possession until RBSIF takes possession</p> <p>5 2 RBSIF may take possession and enforce the Debenture if</p> <p>5 2 1 RBSIF demands payment of any of the Owner's Obligations in accordance with clause 1 1 of the Debenture</p> <p>5 2 2 the Owner asks RBSIF, or RBSIF receives notice of intention, to appoint an administrator or an administration application is made</p> <p>5 2 3 a meeting is called or a petition is presented for liquidation of the Owner</p> <p>5 2 4 any security is enforced in respect of any assets of the Owner</p> <p>5 3 Any purchaser or third party dealing with RBSIF or a receiver may assume that RBSIF's powers have arisen and are exercisable without proof that demand has been made</p> <p>5 4 RBSIF will not be liable to account to the Owner for any money not actually received by</p>	

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

RBSIF

6. Appointment of Receiver or Administrator

6 1 RBSIF may appoint or remove a receiver or receivers of the Property, or appoint an administrator of the Owner

6 2 Any receiver will be the Owner's agent and the Owner (and not RBSIF) will be responsible for the acts, defaults and remuneration of the receiver RBSIF may fix and pay the receiver's fees and expenses at the expense of the Owner

7. Powers of RBSIF, an Administrator or Receiver

7 1 RBSIF, an administrator or any receiver, following the enforcement of the Debenture in accordance with Clause 7 2 of the Debenture (as detailed in paragraph 5 2 of this form) or Clause 20 1(*Consequences of a Termination Event*) of the ABFF may

7 1 1 carry on the Owner's business

7 1 2 enter, take possession of, and/or generally manage the Property

7 1 3 complete any unfinished works or carry out any new works of building, reconstruction, maintenance or repair on any Land

7 1 4 purchase any Land or other property and purchase, grant or release any interest in or right over Land or the benefit of any covenants affecting that Land

7 1 5 sell, lease, surrender or accept surrenders of leases, charge or deal with the Property without restriction, including disposing of any fixtures separately from the Land

7 1 6 complete any transactions by executing any deeds or documents in the name of the Owner

7 1 7 take, continue or defend any proceedings and enter into any arrangement or compromise

7 1 8 insure the Property and any works, arrange indemnity and other similar insurance, and obtain bonds and give counter-indemnities and other security in connection with this

7 1 9 if the Owner is a company, call up any uncalled capital with all the powers conferred by the Owner's articles of association

7 1 10 if the Owner is an LLP, call up any capital due from the Owner's members with all the powers conferred by the members' agreement in relation to capital contributions

7 1 11 employ advisers, consultants, managers, agents, workmen and others

7 1 12 purchase or acquire materials, tools, equipment, furnishing, goods or supplies

7 1 13 do any acts which RBSIF or a receiver considers to be incidental or beneficial to the exercise of their powers

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6	Short particulars of all the property mortgaged or charged	
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Short particulars	<p>7 2 A receiver may borrow and secure the repayment of any money, in priority to the Owner's Obligations</p> <p>7 3 Joint receivers may exercise their powers jointly or separately</p> <p>7 4 A receiver will first apply any money received from the Property towards the repayment of all money that the receiver has borrowed and secondly in payment of the receiver's fees and expenses The receiver will then apply any remaining money received as required by law</p> <p>7 5 RBSIF may exercise any of its powers even if a receiver has been appointed</p> <p>7 6 RBSIF may exercise any rights attached to charged stock, shares and other securities as it considers necessary to preserve the value of, or realise, that Property Otherwise RBSIF will only exercise those rights as instructed by the Owner</p> <p>7 7 RBSIF may set off any amount due from the Owner against any amount owed by RBSIF to the Owner RBSIF may exercise this right, without prior notice, both before and after demand For this purpose, RBSIF may convert an amount in one currency to another, using its market rate of exchange at the relevant time</p> <p>7 8 Any credit balance with RBSIF will not be repayable, or capable of being disposed of, charged or dealt with by the Owner, until the Owner's Obligations have been paid in full RBSIF allowing the Owner to make withdrawals will not waive this restriction</p> <p>8. Power of Attorney</p> <p>To give effect to the Debenture and secure the exercise of any of its powers, the Owner irrevocably appointed RBSIF, and separately any receiver, to be the Owner's attorney (with full power of substitution and delegation), in the Owner's name to sign or execute any documents, deeds and other instruments, or to take, continue or defend any proceedings</p> <p>9. Preservation of other Security and Rights and Further Assurance</p> <p>9 1 The Debenture is in addition to any other security for the Owner's Obligations held by RBSIF now or in the future RBSIF may consolidate the Debenture with any other security so that they have to be redeemed together, but it will not merge with or prejudice any other security or RBSIF's other rights</p> <p>9 2 On request, the Owner will execute any deed or document, or take any other action required by RBSIF, to perfect or enhance RBSIF's security under the Debenture</p> <p>Definitions</p> <p>"ABFF" means the asset based finance facility dated 15 March 2010 entered into between (1) RBSIF as RBSIF, (2) Gowrie Limited and Laxmico Limited as the Original Clients and (3) Laxmi BNS Holdings Limited as the Parent as varied by a variation deed dated 14 March 2012 and as further varied and acceded to by Portside North Limited on or about the date of the Debenture and</p>	

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	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>as may be further amended or novated, supplemented, extended or restated from time to time</p> <p>"Default" has the maning given to that term in the ABFF</p> <p>"Interest" means interest at the rate used to calculate the Discounting Charge (as defined in the ABFF), charged by RBSIF to the Owner, calculated both before and after demand or judgment on a daily basis and compounded according to agreement, or, in the absence of agreement , monthly on the days selected by RBSIF</p> <p>"Subsidiary" means an entity controlled, directly or indirectly, by the Owner or by a Subsidiary of the Owner "Control" means the ability to appoint or remove directors or exercise the majority of voting rights, alone or with the agreement of others</p> <p>References to Property include any part of it and references to Land are to any interest in heritable, freehold or leasehold land</p>	



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 7457011
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 18
DECEMBER 2012 AND CREATED BY SYRI LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO RBS INVOICE FINANCE 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 20 DECEMBER
2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 27 DECEMBER
2012



Companies House



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