



Registration of a Charge

Company name: **SIPHONIA LIMITED**

Company number: **SC591337**

Received for Electronic Filing: **12/06/2019**



X87G49VN

Details of Charge

Date of creation: **01/06/2019**

Charge code: **SC59 1337 0001**

Persons entitled: **GEORGE TREVES
WILLIAM ROLLASON**

Brief description:

Contains floating charge(s) .

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: **GRAHAM A BLAKEY**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 591337

Charge code: SC59 1337 0001

The Registrar of Companies for Scotland hereby certifies that a charge dated 1st June 2019 and created by SIPHONIA LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th June 2019 .

Given at Companies House, Edinburgh on 13th June 2019

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

LOAN AGREEMENT

This loan agreement (this "Agreement") is dated 1 May 2019, between George Treves and William Rollason (the "Lender") and Siphonia Limited SC591337 (the "Borrower").

The Lender and the Borrower (collectively, the "Parties") agree as follows:

1. LOAN AMOUNT & INTEREST

1. The Lender agrees to provide a loan to the Borrower of up to £60,000.00 GBP. The Lender may, without agreement of the Borrower, choose to provide a reduced amount and to spread the loan deposit over a period of their choosing.
2. Amounts received by the Borrower from the Lender of £7,500 (18.04.19) and £10,000 (24.04.19) form part of the total amount covered by this loan agreement.
3. The Borrower promises to repay this principal amount to the Lender, without interest payable on the unpaid principal, beginning on 1 June 2019 (the "Loan").

4. PAYMENT

2. This Loan will be repaid in full on 31 August 2019.
3. Repayment of the full principal amount to the address set out in this Agreement, or to the address agreed upon by the parties, is good and sufficient payment to all individual lenders.

4. DEFAULT

4. Notwithstanding anything to the contrary in this Agreement, if the Borrower defaults in the performance of any obligation under this Agreement, then the Lender may declare the principal amount owing under this Agreement at that time to be immediately due and payable.
5. If the Borrower defaults in payment as required under this Agreement or after demand for ten (10) days, the Security will be immediately provided to the Lender and the Lender is granted all rights of repossession as a secured party.

6. SECURITY

6. This Loan is secured by the following security (the "Security"): All fixed assets, finished stock, work in progress and materials held by the company.
7. The Borrower grants to the Lender a security interest in the Security until this Loan is paid in full. The Lender will be listed as a lender on the title of the Security whether or not the Lender elects to perfect the security interest in the Security. The Borrower will do everything necessary to assist the Lender in perfecting its security interest.

8. GOVERNING LAW

8. This Agreement will be construed in accordance with and governed by the laws of England and Wales.

9. COSTS

9. All costs, expenses and expenditures including, without limitation, the complete legal costs incurred by enforcing this Agreement as a result of any default by the Borrower, will be added to the principal then outstanding and will immediately be paid by the Borrower.

10. BINDING EFFECT

10. This Agreement will pass to the benefit of and be binding upon the respective heirs, executors, administrators, successors and permitted assigns of the Borrower and Lender. The Borrower waives presentment for payment, notice of non-payment, protest, and notice of protest.

11. AMENDMENTS

11. This Agreement may only be amended or modified by a written instrument executed by both the Borrower and the Lender.

12. SEVERABILITY

12. The clauses and paragraphs contained in this Agreement are intended to be read and construed independently of each other. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.

13. GENERAL PROVISIONS

13. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

14. ENTIRE AGREEMENT

14. This Agreement constitutes the entire agreement between the parties and there are no further items or provisions, either oral or otherwise.

IN WITNESS WHEREOF, the parties have duly affixed their signatures on this 1st day of June, 2019.

SIGNED, SEALED AND DELIVERED
before me, this 1st day of June, 2019


George Treves **G. TREVES**


William Rollason

SIGNED, SEALED AND DELIVERED
before me, this 1st day of June, 2019

Siphonia Limited
per:  (SEAL)
GRAHAM A.S. BAKER

