



Registration of a Charge

Company name: **OLSEN DOORS AND WINDOWS LIMITED**

Company number: **06839765**



X476UE69

Received for Electronic Filing: **11/05/2015**

Details of Charge

Date of creation: **30/04/2015**

Charge code: **0683 9765 0005**

Persons entitled: **DENMARK SQUARE LTD T/AS MONEY&CO.**

Brief description: **A FIXED CHARGE OVER THE FOLLOWING PROPERTY OF THE BORROWER, PRESENT AND FUTURE: ALL LAND VESTED IN OR CHARGED TO THE BORROWER, ALL FIXTURES AND FITTINGS ATTACHED TO THAT LAND AND ALL RENTS RECEIVABLE FROM ANY LEASE GRANTED OUT OF THAT LAND. ALL INTELLECTUAL PROPERTY, LICENCES, CLAIMS, INSURANCE POLICIES, PROCEEDS OF ANY INSURANCE AND ANY OTHER LEGAL RIGHTS.**

Contains fixed charge(s).

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

Contains negative pledge.

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: **TOBY FURNIVALL**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6839765

Charge code: 0683 9765 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th April 2015 and created by OLSEN DOORS AND WINDOWS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th May 2015 .

Given at Companies House, Cardiff on 12th May 2015

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

THIS DOCUMENT AND MONEY&CO'S DEBENTURE TERMS CREATE IMPORTANT OBLIGATIONS

PLEASE TAKE LEGAL ADVICE BEFORE SIGNING

IF PAYMENT IS NOT MADE, THE PROPERTY CAN BE SOLD

Date:

PARTIES

Chargor: Olsen Doors & Windows Limited

Registered No: 06839765

Borrower: MNTL Limited

Registered No: 09519053

Borrower's Loan reference: MCO_1164

Money&Co: Denmark Square Limited of moneyandco.com

Agreement: An Agreement for a Loan between Money&Co (as agent for the Lenders) and the Borrower, dated on or around the same date as this Debenture, (as that Agreement may be amended at any time) or any agreement replacing or refinancing it.

Lenders: The providers of Parts of the Loan (or those who in the future purchase Parts) whose details are held by Money&Co.

Money&Co's Debenture Terms form part of this Debenture and are available to be read online or printed.

Money&Co acts as the agent for the Lenders.

1 CHARGOR'S LIABILITIES

The Chargor will on demand pay to Money&Co, for itself and as agent for the Lenders, all the Chargor's Liabilities.

The Chargor's **Liabilities** are all the Chargor's liabilities to the Lenders and Money&Co under a **Guarantee** given by the Chargor to Money&Co on behalf of the Lenders, in respect of the Agreement, and also any expenses Money&Co or a receiver incurs (on a full indemnity basis and with interest at the rate and as calculated under the Agreement from the date they are incurred) in connection with:

1.2.1 the Property charged by Clause 2.

1.2.2 taking, perfecting, protecting, enforcing or exercising any power under this Debenture.

References to Property include any part of it and references to Land are to any interest in freehold, leasehold or heritable land.

2 CHARGE

The Chargor, as a continuing security for the payment on demand of its Liabilities and with full title guarantee, gives to Money&Co, for itself and as agent for the Lenders:

2.1 a fixed charge over the following property of the Chargor, present and future:

2.1.1 all Land vested in or charged to the Chargor, all fixtures and fittings attached to that Land and all rents receivable from any lease granted out of that Land.

2.1.2 all plant and machinery, including any associated warranties and maintenance contracts.

2.1.3 all the goodwill of the Chargor's business.

2.1.4 any uncalled capital.

2.1.5 all stock, shares and other securities held by the Chargor at any time in any Subsidiary and all income and rights relating to those stocks, shares and securities.

A **Subsidiary** is an entity controlled, directly or indirectly, by the Chargor or by a Subsidiary of the Chargor. **Control** means the ability to appoint or remove directors or exercise the majority of voting rights, alone or with the agreement of others.

2.1.6 all intellectual property, licences, claims, insurance policies, proceeds of any insurance and any other legal rights.

2.1.7 the benefit of any hedging arrangements, futures transactions, foreign exchange or treasury instruments.

2.2 a floating charge over all the other property, assets and rights of the Chargor, present and future, which are not subject to an effective fixed charge under this Debenture or under any other security held by Money&Co.

3 CERTIFICATE

A certificate signed for Money&Co as to the amount due from the Borrower will be binding on the Chargor, except if there is an obvious error.


5 **RESTRICTIONS**

The Borrower will not, without Money&Co's consent:

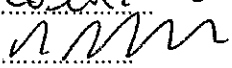
- 5.1 permit or create any mortgage, standard security, charge or lien on the Property.
- 5.2 dispose of the Property charged by Clause 2.1.
- 5.3 dispose of the Property charged by Clause 2.2, other than in the ordinary course of business.
- 5.4 deal with its book and other debts, except by collecting them in the ordinary course of its business. In particular, the Borrower will not realise its book and other debts by means of invoice discounting or factoring arrangements.
- 5.5 grant, or accept a surrender of, any lease or licence of any of its Land or consent to a tenant assigning or sub-letting.
- 5.6 dispose of, part with or share possession or occupation of any of its Land.

If the Borrower is a company*:

Executed and Delivered as a deed by
the Borrower

)  Director
) MATTHEW JOHN SIMPSON Print name
) _____ Director/Secretary
) _____ Print name

*In the presence of:

Witness name in full: ROBERT NOBLE
Witness signature: 
Address: HIGH GABES, NORTH ROAD
TOMWORTH, DN22 8NU

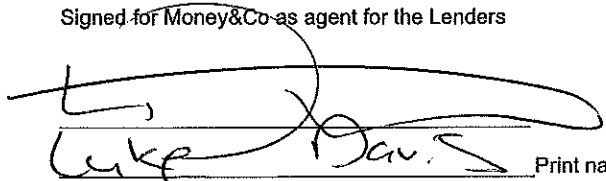
*A witness is required if the Borrower is a company with only one director and no secretary

If the Borrower is a LLP:

Executed and Delivered as a deed by
the Borrower

) _____ Member
) _____ Print name
) _____ Member
) _____ Print name

Signed for Money&Co as agent for the Lenders


Luke Davis Print name, company, and authority