



Registration of a Charge

Company name: **ABLE 2 ACHIEVE LIMITED**

Company number: **07111584**

Received for Electronic Filing: **22/10/2013**



Details of Charge

Date of creation: **18/10/2013**

Charge code: **0711 1584 0001**

Persons entitled: **A H WARREN TRUST HOLDINGS LIMITED**

Brief description:

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

Notification of addition to or amendment of charge.

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: **M J TUFTON**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7111584

Charge code: 0711 1584 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 18th October 2013 and created by ABLE 2 ACHIEVE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 22nd October 2013 .

Given at Companies House, Cardiff on 22nd October 2013



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



PRIVATE AND CONFIDENTIAL

The Directors
Able 2 Achieve Ltd
Coombe Farm
Crewkerne
Somerset
TA18 8RR

18 October 2013

Dear Sirs

This agreement is made between:

- 1 – Able 2 Achieve Limited (the "Borrower")
- 2 – A H Warren Trust (Holdings) Limited (the "Lender")

1. The Facility

The Lender is pleased to provide loan facilities to the Borrower subject to the terms and conditions set out below. Capitalised words used below shall have the meanings given to them in Schedule 2 of this letter and elsewhere in this Facility Agreement.

The Schedules attached hereto form part of the terms and conditions of this Facility Agreement.

Subject to satisfaction of the conditions set out in paragraph 7 below, the Facility will be available for utilisation by the Borrower.

2. Utilisation of the Facility

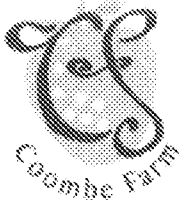
The facility is available as a loan for working capital funding.

The Borrower may draw down on the facility on receipt of a signed copy of this agreement.

Within the Facility the aggregate gross indebtedness owing by the Borrower shall not at any time exceed £498,000.

3. Availability

The Lender may review the Facility from time to time and the Lender will write to the Borrower if the Lender decides to vary the terms of this letter.



4. Security and Guarantee(s)

All indebtedness for the time being owing by the Borrower to the Lender will be secured by a floating charge over all assets of the business.

5. Cancellation

Any undrawn part of the Facility may be cancelled by the Borrower, subject to the Borrower giving the Lender not less than seven Business Day's notice in writing (Such notice, once given, shall be irrevocable). Amounts which are cancelled will no longer be available for utilisation.

6. Fees and interest

There are no management fees in association with this facility.

Interest will be accrued daily on any overdue amounts and will be invoiced monthly and payable within 30 days of receipt of the invoice.

The interest rate will be 4% above Barclays Bank Base Rate (Currently 0.5%).

Any CHAPS fees, or other charges in connection with drawdown of the facility will be invoiced at cost to the borrower. If any VAT is chargeable, it shall be paid by the Borrower to the Lender at the same time as it pays the relevant fee.

7. Repayment

The loan will initially be repaid by standing order at a rate of £5,000 per month to cover capital and interest. First repayment to commence from November 2013.

The repayment level may be varied from time to time by the lender with 30 days written notice.

The lender reserves the right to request additional capital payments where funds are available. Any request will be made in writing from the lender to the borrower.

8. Conditions Precedent

The Facility will become available to the Borrower for drawing only upon receipt by the Lender of the following in form and substance satisfactory to the Lender:

- a) This Facility Agreement
- b) A certified true copy of a resolution of the Borrower's Board of Directors accepting the Facility and this offer on the terms and conditions stated within this Facility Agreement.



AH Warren Trust (Holdings) Ltd
Coombe Farm, Crewkerne Somerset TA18 8RR
Tel: 01460 279600 Fax: 01460 77340 www.coombefarm.com
Registered in England No. 532704

9. Acceptance

This Facility Agreement will take effect and be dated the date on which all the parties have executed this Facility Agreement and if not the same date the later date will prevail.

Yours faithfully

For and on behalf of
A H Warren Trust (Holdings) Limited

Matthew Toffon
Director

Accepted on the terms and conditions stated herein

For and on behalf of Able 2 Achieve Limited

.....Director

21/10/2013
.....Date

SCHEDULE 1

Definitions and Interpretations

1.1. In this Facility Agreement, unless the context otherwise requires:

"Business Day" means any normal working day.

"Facility" means the facility made available under this Facility Agreement.

"Finance Documents" means this Facility Agreement and any guarantee and/or security documents entered into in connection with this Facility Agreement.

"Guarantor" includes any third party which has created a mortgage or other security for all or part of the indebtedness owing by the Borrower to the Lender under this Facility Agreement

"Indebtedness" includes any obligation for the payment or repayment of money, whether actual or contingent, present or future, secured or unsecured, and whether incurred as principal or surety or otherwise.

"Month" means a calendar month.

"Person" shall be construed as a reference to any person, firm, company, association or partnership (Whether or not having separate legal personality).

"Sterling" and "£" means the lawful currency for the time being of the UK.

"Subsidiary" means a subsidiary undertaking of the Borrower within the meaning of Section 1162 of the Companies Act 2006.

"UK" means the United Kingdom of Great Britain and Northern Ireland.

"VAT" means value added tax or any similar tax substituted for it from time to time.

1.2. References to any statutory provision include any amended or re-enacted version of such provision with effect from the date on which it comes into force.

1.3. Save where the context otherwise requires, any expression in this Facility Agreement importing the singular shall include the plural and vice versa.

1.4. References to a time of the day are references to the time in London.

1.5. A person who is not party to this Facility Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefits of this Facility Agreement.