



Registration of a Charge

Company name: **BO-MAC (SHEFFIELD) LIMITED**

Company number: **01469087**



X6GH8HBE

Received for Electronic Filing: **06/10/2017**

Details of Charge

Date of creation: **26/09/2017**

Charge code: **0146 9087 0008**

Persons entitled: **THE HOLLTECK COMPANY LIMITED**

Brief description: **HARDINGE VMC1000**

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: **DAVID A LEE CHARTERED ACCOUNTANT**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1469087

Charge code: 0146 9087 0008

The Registrar of Companies for England and Wales hereby certifies that a charge dated 26th September 2017 and created by BO-MAC (SHEFFIELD) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 6th October 2017 .

Given at Companies House, Cardiff on 10th October 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**

LOAN AGREEMENT

THIS LOAN AGREEMENT (this "Agreement") dated this 26 day of SEPTEMBER, 2017

BETWEEN:

THE HOLLTECK COMPANY LIMITED

of 63 Jenkin Road, Sheffield, S9 1AT

(the "Lender")

OF THE FIRST PART

AND

BO-MAC (SHEFFIELD) LIMITED

of 63 Jenkin Road, Sheffield, S9 1AT

(the "Borrower")

OF THE SECOND PART

IN CONSIDERATION OF the Lender loaning certain monies (the "Loan") to the Borrower, and the Borrower repaying the Loan to the Lender, both parties agree to keep, perform and fulfil the promises and conditions set out in this Agreement:

Loan Amount & Interest

1. The Lender promises to loan £30,000.00 GBP to the Borrower and the Borrower promises to repay this principal amount to the Lender, with interest payable on the unpaid principal at the flat rate of 5.00 percent per annum, calculated yearly not in advance, beginning on 17 August 2017.

Payment

2. This Loan will be repaid in consecutive monthly instalments of £2,625.00 each on the first of each month commencing the month following execution of this Agreement and continuing until 1 August 2018 with the balance then owing under this Agreement being paid at that time.

3. At any time while not in default under this Agreement, the Borrower may pay the outstanding balance then owing under this Agreement to the Lender without further bonus or penalty.

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 and interest due under this Agreement at that time to be immediately due and payable.

Governing Law

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

Costs

6. 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.

Binding Effect

7. 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.

Amendments

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

Severability

9. 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.

General Provisions

10. 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.

Security

11. It is agreed between the parties to this Loan Agreement that The Hollteck Company Limited will take a fixed charge over plant and equipment as detailed at Schedule 1 to this Agreement. In the case of the Borrower defaulting on this Agreement in accordance with Section 4 The Hollteck Company Limited may execute this charge. Bo-Mac (Sheffield) Limited agree to transfer ownership of the plant and equipment at Schedule 1 in the case of a default unless otherwise agreed between the parties. It is agreed between the parties that this charge will be formally registered at Companies House within 21 days of this Agreement. Furthermore, Bo-Mac (Sheffield) Limited certify that the plant and equipment referred to at Schedule 1 is not subject to any finance agreements or other encumbrance which would prevent a transfer of ownership to The Hollteck Company Limited in the case of a default under this agreement.

Entire Agreement

12. 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 17th day of August, 2017.

SIGNED, SEALED AND DELIVERED
before me, this 26 day of SEPTEMBER, 2017


The Hollteck Company Limited

SIGNED, SEALED AND DELIVERED
before me, this 26 day of SEPTEMBER, 2017

Bo-Mac (Sheffield) Limited

per: 
J Boast

SCHEDULE 1

Details of plant and equipment covered by the fixed charge detailed at Section 11 to this Agreement:

Hardinge VMC1000