



Registration of a Charge

Company name: **OLP FINANCE INTERNATIONAL LIMITED**

Company number: **11112272**



X7EG0TW9

Received for Electronic Filing: **14/09/2018**

Details of Charge

Date of creation: **11/09/2018**

Charge code: **1111 2272 0005**

Persons entitled: **DOGWOOD LIMITED**

Brief description:

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: **HOWARD KENNEDY LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 11112272

Charge code: 1111 2272 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 11th September 2018 and created by OLP FINANCE INTERNATIONAL LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th September 2018 .

Given at Companies House, Cardiff on 18th September 2018

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 DEBENTURE made the 11th day of September 2018

Two Thousand and Eighteen BETWEEN OLP FINANCE INTERNATIONAL LIMITED (Company Number: 11112272) of 10 Upper Berkeley Street, London, W1H 7PE (hereinafter called "the Company") of the one part and The Briars Finance Limited, Dogwood Limited, Pengepond Limited, Deedchoice Limited, Debox Limited, Sallhill Properties Limited and Western & Midland Investments Limited, Karin Anna Von Tuempling-Marmot, Campion Finance Limited, Tenuregrade Limited and Arlene Seaton all care of Howard Kennedy LLP, 1 London Bridge, London, SE1 9BG (hereinafter called "the Debenture Holder") of the other part

WITNESSETH as follows:

1. (a) THE Company will pay to the Debenture Holder on demand all money and liabilities whether certain or contingent which now are or at any time hereafter may be due owing or incurred by the Company to the Debenture Holder or for which the Company may be or become liable to the Debenture Holder on any current or other account or otherwise in any manner whatsoever and will duly pay and discharge all liabilities to the Debenture Holder matured and unmatured to which the Company is now or shall for the time being be subject including any liability under guarantees or indemnities given by the Debenture Holder for or at the request of the Company and all acceptance or other credits or advances made to or for the accommodation or at the request of the Company (in all cases whether alone or jointly with any other person and in whatever style name or form and whether as principal or surety) together with interest to date of repayment at such rate as may from time to time be agreed (which rate unless and until otherwise agreed shall be five per centum per annum above the base rate from time to time charged by Barclays Bank PLC with a minimum of twelve per centum) commission and other lawful charges and any expenses incurred by the Debenture Holder in relation to this Debenture or in enforcing the security hereby created together with costs (as between solicitor and own client)
- (b) In the case of facilities not otherwise repayable on demand including all bills discounted guarantees or indemnities given or made by the Debenture Holder to or on behalf of the Company the Company shall be bound to provide cash funds immediately on demand in complete cover for the same notwithstanding that the maturity thereof shall not have arrived or that the

Debenture Holder shall not have been called upon to pay under any such guarantees or indemnities on the occurrence of any of the following events namely :

- (i) if the Company or any of its subsidiaries makes default in the payment of any money which may have become due to the Debenture Holder
- (ii) if a judgement or order of any Court be made against the Company or any of its subsidiaries for payment of any sum of money exceeding ONE HUNDRED POUNDS (£100.00) and be not complied with within seven days or if an execution sequestration distress or other process be levied or enforced upon any of the property or assets of the Company or any of its subsidiaries
- (iii) if the Company or any of its subsidiaries is unable to pay its debts whether within the meaning of Section 123 of the Insolvency Act 1986 or any statutory modification or re-enactment thereof for the time being in force or otherwise
- (iv) if there shall be any breach of the terms and conditions of this Debenture or of any facility from the Debenture Holder to the Company or any of its subsidiaries
- (v) if the Company or any of its subsidiaries :
 - a) defaults in any payment of principal or interest or any other obligation for borrowed money beyond any period of grace provided with respect thereof to the Debenture Holder
 - b) defaults in the performance of any other agreement term or condition contained in any agreement under which any such obligation is created and as a result thereof such obligation becomes due prior to its stated maturity
- (vi) if a petition is presented or an order is made or a resolution passed for winding-up the Company or any of its subsidiaries or a notice is issued convening a meeting for the purpose of passing any such resolution

(otherwise than for the purpose of reconstruction or amalgamation on terms previously approved in writing by the Debenture Holder)

- (vii) if the Company or any of its subsidiaries shall convene a meeting of or propose or enter into any arrangement with its creditors generally
- (viii) if the Company or any of its subsidiaries stops payment or ceases to carry on its business or substantially the whole thereof or threatens to cease to carry on the same
- (ix) if an encumbrancer shall take possession or a receiver shall be appointed of the property and assets of the Company or any of its subsidiaries or any part thereof or if an Administrator is appointed of the Company or any of its subsidiaries
- (x) if a substantial part of the freehold leasehold or heritable property charged by this Debenture is compulsorily acquired by or by order of any competent authority
- (xi) if the Company shall without the prior consent in writing of the Debenture Holder create or purport or attempt to create any mortgage or charge ranking or which by any means may be made to rank *pari passu* with or in priority to any of the charges hereby created
- (xii) if control of the Company (as defined in Section 534 of the Income and Corporation Taxes Act 1970) shall be acquired by any person or group of connected persons not having control of the Company at the date hereof unless with the prior written consent of the Debenture Holder

2. THE Company will pay interest at the rate aforesaid on the money so due (whether under this Debenture or on any judgement which may be recovered therefor) upon such days and upon such terms as the Debenture Holder shall from time to time fix and such interest shall be compounded with quarterly rests on the usual quarter days in each year in the event of it not being punctually paid on due date but without prejudice to the right of the Debenture Holder to require payment of such interest

3. (a) THE Company with full title guarantee HEREBY CHARGES with the payment and discharge of all money obligations and liabilities hereby agreed to be paid or intended to be hereby secured and so that the charge hereby created shall be a continuing security :

FIRST all the freehold and leasehold property of the Company (if any) both present and future including all fixtures (including trade fixtures) fixed plant and machinery from time to time on any such property and in particular but without prejudice to the generality of the foregoing those properties (if any) details of which are set out in the Schedule hereto

SECONDLY the full benefit of all stocks shares or other interests both present and future of the Company in any company which now is or may hereafter become a subsidiary (as defined by Section 736 of the Companies Act 1985 or any enactment amending or replacing that section) of the Company and the full benefit of all stocks shares and securities which or the certificates of which are now or may at any time hereafter be lodged with the Debenture Holder or held by or for the Debenture Holder or its agents or transferred to the Debenture Holder or its nominees or registered in the name of the Debenture Holder or its nominees (all of which including the said interests in subsidiaries are hereinafter called "the Shares") including all rights in respect of or incidental to the Shares and all stocks shares rights monies or property accruing or offered at any time by way of conversion redemption bonus preference option or otherwise to or in respect of any of the Shares including all dividends paid thereon

THIRDLY the goodwill and the uncalled capital of the Company both present and future together with all book and other debts now or at any time hereafter due to the Company

FOURTHLY the undertaking and heritable property and all other property and assets of the Company whatsoever and wheresoever both present and future

- (b) The charge hereby created shall as regards the premises first secondly and thirdly described be a fixed first charge (and as regards all those parts of the premises first described now vested in the Company shall constitute a charge by way of legal mortgage thereon) and as to the premises fourthly described shall be a first floating charge but so that the Company shall not without the prior consent in writing of the Debenture Holder create any mortgage debenture or charge upon or permit any lien to arise on or affect any part of the premises fourthly described ranking either in priority to or pari passu with the charge hereby created and shall have no power without such prior consent to factor or otherwise assign or deal with any book or other debts or securities for money now and from time to time due or owing to the Company otherwise than by getting in and realising the same in the ordinary course of business nor to part with sell or dispose or attempt or agree to sell or dispose of the whole or any substantial part of its undertaking property or assets except by way of sale in the usual course of trading and for the purpose of carrying on its business
- (c) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 (incorporated by Schedule 16 of the Enterprise Act 2002) shall apply to any floating charge created pursuant to this Debenture

4. THE Company HEREBY COVENANTS with the Debenture Holder :

- (a) To conduct and carry on its business in a proper and efficient manner and not make any substantial alterations in the nature of or mode of conduct of that business and keep or cause to be kept proper books of account relating to such business and punctually pay all debts and liabilities which by virtue of the provisions of the Companies Act 1985 or otherwise would have preference to the floating charge hereby created and all rents rates taxes duties assessments and other outgoings payable in respect of the premises hereby charged and when required produce to the Debenture Holder the receipts for such payments
- (b) Not (without the prior consent in writing of the Debenture Holder) to form or co-operate in the forming of any new subsidiary companies to make any loan or advance or provide extended credit (save in the usual course of trading as transacted at the date hereof) to subscribe or purchase any shares or loan

capital in any other body corporate nor to permit any subsidiary company to issue any share or loan capital except to the Company or to another subsidiary of the Company

- (c) To furnish to the Debenture Holder half-yearly or oftener if required at the Company's expense a Balance Sheet Profit and Loss Account and Trading Account showing the true position of the Company's affairs at a date not more than one month previously certified by a duly qualified accountant or auditor approved by the Debenture Holder and also from time to time to furnish such other information respecting the assets and liabilities of the Company as the Debenture Holder may reasonable require
- (d) To furnish to the Debenture Holder on demand (which shall be made not more often than once every calendar month) a statement in the form required by the Debenture Holder of the Company's liquid position as appearing in the books of the Company the value of the stock-in-trade being the best estimate that can be formed without it being necessary to take stock for the purpose and the statement being duly certified by the Managing Director of the Company for the time being or if there shall be no Managing Director then certified by one of the Directors of the Company
- (e) To keep all buildings and erections and all plant machinery fixtures fittings implements utensils and other effects in or upon the same respectively and used for the purpose of or in connection with the business of the Company and every part thereof in a good state of repair and in good working order and condition
- (f) At the expense in all respects of the Company to insure and keep insured with such insurance company or underwriters as the Debenture Holder shall require against such risks and contingencies and for such amounts as the Debenture Holder shall from time to time require in the name of the Debenture Holder all property and assets whatsoever for the time being subject to this security All monies to be received by virtue of any such insurance shall be applied in replacing restoring or reinstating the property destroyed or damaged unless the Debenture Holder shall otherwise consent in writing

- (g) At all times during the continuance of this security duly and promptly to effect and maintain in such insurance office or with underwriters and in such amounts as shall be approved by the Debenture Holder all such insurances against risks and liabilities to employees or third parties and contingencies arising under any Act or at Common Law or in any other manner whatsoever as the Debenture Holder shall from time to time direct
- (h) Duly to pay all premiums and other sums of money payable in respect of any insurances effected under the provisions hereinbefore contained on the first day on which the same ought to be paid and to deliver on demand the policy or policies of insurance and produce the receipt for every such payment (if required) to the Debenture Holder and in default the Debenture Holder may at the expense of the Company effect or renew any such insurance as it shall think fit
- (i) Not without the consent in writing of the Debenture Holder to re-issue any Debenture or Debenture Stock which may have been or which may hereafter be redeemed by the Company
- (j) The Company will deposit with the Debenture Holder and the Debenture Holder during the continuance of this security shall be entitled to hold all deeds and documents of title relating to all freehold leasehold and heritable property for the time being belonging to the Company

5. THE Company will at any time if and when required by the Debenture Holder execute to the Debenture Holder or as the Debenture Holder shall direct such further legal or other mortgages or charges as the Debenture Holder shall require of and on all the Company's estate and interest in any freehold leasehold and heritable properties now or at any time hereafter acquired by or belonging to the Company (including any vendor's lien) and of and on the Shares to secure all money obligations and liabilities hereby agreed to be paid or intended to be hereby secured such mortgages or charges to be prepared by or on behalf of the Debenture Holder at the cost of the Company and to contain an immediate power of sale without notice a clause excluding Section 93 of the Law of Property Act 1925 and all other clauses for the benefit of the Debenture Holder as the Debenture Holder may reasonably require

6. AT any time after the Debenture Holder shall have demanded payment of any money obligation or liability hereby secured the Debenture Holder may exercise in respect of any of the property or assets hereby charged the power of sale conferred upon mortgagees by Section 101 of the Law of Property Act 1925 Sections 93 and 103 of the Law of Property Act 1925 shall not apply to this security or to any security given to the Debenture Holder pursuant hereto
7. AT any time after the Debenture Holder shall have demanded payment of any money obligation or liability hereby secured the Debenture Holder may by deed or under the hand of any Director for the time being of the Debenture Holder appoint any person to be a receiver and manager of the undertaking property and assets hereby charged or any part thereof and may at any time thereafter fix his remuneration and may remove any receiver or manager so appointed and appoint another in his place and a receiver so appointed shall have power
- (a) To take possession of collect and get in any property and assets hereby charged and for that purpose to take any proceedings in the name of the Company or otherwise as may seem expedient and in particular (but without prejudice to the generality of the foregoing) to sell or otherwise dispose of the Shares in such manner and for such consideration (whether payable or delivered immediately or by instalments) as the receiver may think fit
 - (b) To act generally as or to appoint a manager of the business of the Company and to carry on or authorise or concur in carrying on the business of the Company or any part thereof in such manner as he may think fit and for any of those purposes to raise money on the security of the whole or any part of the premises hereby charged in priority to this security or otherwise
 - (c) Whether forthwith or later and without the restriction imposed by Section 103 of the Law of Property Act 1925 to sell or concur in selling (but where necessary with the leave of the Court) and to let or concur in letting and to surrender or concur in surrendering and accept surrenders of leases or tenancies of all or any of the property and assets hereby charged and to carry any such sale letting or surrender into effect by conveying leasing letting surrendering or accepting surrenders in the name and on behalf of the Company or other the estate owner Any such sale may be for cash debentures or other obligations shares stock or other valuable consideration

and may be payable in a lump sum or by instalments spread over such period as the receiver shall think fit and so that any consideration received in a form other than cash shall ipso facto forthwith on receipt be and become charged with the payment of all monies obligations and liabilities secured hereby

- (d) To promote the formation of a subsidiary company or subsidiary companies of the Company with a view to such subsidiary company or companies purchasing all or any of the assets of the Company
- (e) To make any arrangement or compromise which he shall think expedient
- (f) To make and effect all repairs renewals and any improvements of the Company's plant machinery and effects and to maintain or renew all insurances
- (g) To appoint managers agents officers servants and workmen for any of the aforesaid purposes at such salaries and for such periods as he may determine
- (h) To do all such other acts and things as may be considered to be incidental or conducive to any of the matters or powers aforesaid and which he lawfully may or can do as agent for the Company or otherwise and to use the name of the Company for all or any of the purposes aforesaid with full power to convey any property sold in the name of the Company

ALL money received by such receiver shall be applied first in payment of his remuneration and the costs of realisation secondly in providing for the matters specified in the first three paragraphs of sub-section 8 of Section 109 of the Law of Property Act 1925 and for the exercise of any of the powers contained in this clause thirdly in or towards the payment of any debts or other imposts which are by statute made payable in preference to the monies hereby secured to the extent to which such debts or imposts are made so payable and fourthly in or towards satisfaction of the money and liabilities hereby secured and all the foregoing provisions shall take effect as and by way of variation and extension of the provisions of Sections 99 to 109 inclusive of the said Act which provisions so varied and extended shall be regarded as incorporated herein save that the provisions of Section 103 of the said Act shall not apply hereto No purchaser or other person shall be bound or concerned to see or enquire whether the right of the Debenture Holder or any receiver

appointed by it to exercise any of its powers has arisen or not or be concerned with notice to the contrary Any receiver so appointed as aforesaid shall be deemed to be the agent of the Company and the Company shall be solely responsible for his acts or defaults and for his remuneration

8. THE Company HEREBY IRREVOCABLY APPOINTS the Debenture Holder and the persons deriving title under them and their substitutes and any receiver appointed under the foregoing provisions hereof jointly and also severally to be its attorney to insert the name of the Debenture Holder or its nominees or of any purchaser or to make any alterations or addition as regards the particulars of the Shares affected thereby or any other addition which the Debenture Holder may consider desirable in the said deeds of transfer or any of them and to redeliver the same after any alteration or addition has been made thereto and otherwise generally for it and in its name and on its behalf and as its act and deed or otherwise to execute seal and deliver and otherwise perfect and do any such legal or other mortgage or charge as aforesaid and all such deeds assurances agreements instruments acts and things which may be required for the full exercise of all or any of the powers hereby conferred or may be deemed proper on or in connection with any sale lease dispositions realisation or getting in by the Debenture Holder or by any such receiver as aforesaid of the said properties or any parts thereof or any other property or assets of the Company under any power applicable thereto The Company hereby ratifies and confirms and agrees to ratify and confirm any instrument act or thing which the Debenture Holder or any such receiver may execute or do
9. THE statutory powers and any other powers of leasing letting entering into agreements for leases or lettings and accepting or agreeing to accept surrenders of leases shall not during the continuance of this security be capable of being exercised by the Company without the previous consent of the Debenture Holder signified in writing under the hand of a Director or manager of the Debenture Holder
10. (a) THIS security shall be a continuing security notwithstanding any change in the constitution of the Company or in the name or style thereof and is in addition to any guarantee lien bill note mortgage or other security now or hereafter held by the Debenture Holder and shall not in any way be prejudiced or affected thereby or by the invalidity thereof or by the Debenture Holder now or hereafter dealing with exchanging releasing modifying or abstaining from perfecting or enforcing any of the same or any rights which it may now or

hereafter have or giving time for payment or indulgence or compounding with any other person liable

- (b) Nothing herein contained shall operate so as to merge or otherwise prejudice or affect any guarantee lien bill note mortgage or other security which the Debenture Holder may from time to time have for any money obligations or liabilities hereby secured or any right or remedy of the Debenture Holder thereunder
 - (c) All monies received by the Debenture Holder from the Company or any other person may be applied by the Debenture Holder to such account or liability of the Company as the Debenture Holder in its discretion may from time to time conclusively determine
- 11. ANY waiver by the Debenture Holder of any event or default or any breach of any of the covenants terms or conditions contained herein or any indulgence or other relaxation of the said covenants terms or conditions granted at any time by the Debenture Holder to the Company shall without any express reservation to that effect by the Debenture Holder be deemed to be without prejudice to and shall not affect the exercise at any time thereafter by the Debenture Holder of all and any of its rights and remedies hereunder as though no such waiver had been made or indulgence or relaxation granted
 - 12. ANY demand made by the Debenture Holder for payment hereunder or notice given by the Debenture Holder hereunder may be made by notice in writing signed by an Officer of the Debenture Holder or its agent and left at or sent by post addressed to the Company at its registered office or at any one of the principal places of business of the Company and if so posted shall be deemed to have reached the Company on the day following that on which it is posted
 - 13. ANY appointment or removal under clause 7 hereof shall be made by writing signed or sealed by or on behalf of the Debenture Holder and the Company HEREBY IRREVOCABLY APPOINTS each person so appointed to be its attorney in the terms and for the purposes in clause 8 hereinbefore set forth
 - 14. THIS DEBENTURE shall be deemed to be governed in all respect in accordance with the Laws of England and the Courts of England shall have exclusive jurisdiction

15. In the event that the Company shall be incorporated otherwise than in England and Wales reference herein to legislation affecting the Company shall be deemed to be extended so as to include all and any similar provisions under the laws of the state in which the Company is incorporated and/or whose laws are binding on or applicable to the Company.

IN WITNESS whereof the parties hereto have caused this Deed to be executed the day and year first before written

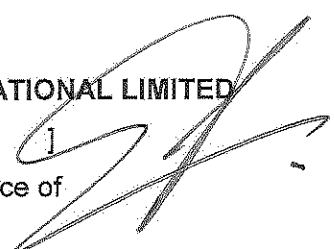
THE SCHEDULE

Executed as a Deed by

OLP FINANCE INTERNATIONAL LIMITED

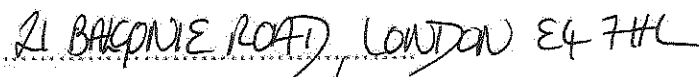
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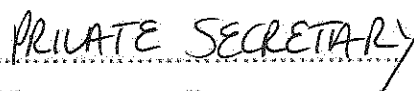
, a director, in the presence of




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Witness signature


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Witness name


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Witness address


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Witness occupation