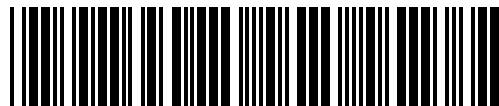




Registration of a Charge

Company Name: **AA JONES ELECTRIC LIMITED**

Company Number: **03212967**



Received for filing in Electronic Format on the: **06/01/2022**

XAV3L3LC

Details of Charge

Date of creation: **22/12/2021**

Charge code: **0321 2967 0007**

Persons entitled: **SELTEC AUTOMATION LLP**

Brief description: **UNIT G VENTURE BUSINESS PARK, WITTY STREET, KINGSTON UPON HULL, HU3 4EL**

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: **BRIDGE MCFARLAND LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3212967

Charge code: 0321 2967 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 22nd December 2021 and created by AA JONES ELECTRIC LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 6th January 2022 .

Given at Companies House, Cardiff on 7th January 2022

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**

Land Registry

Legal charge of a registered estate

CH1

This form should be accompanied by either Form AP1 or Form FR1

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

'Conveyancer' is a term used in this form. It is defined in rule 217(1) of the Land Registration Rules 2003 and includes, among others, solicitor, licensed conveyancer and fellow of the Institute of Legal Executives.

Leave blank if not yet registered.

Insert address including postcode (if any) or other description of the property, for example 'land adjoining 2 Acacia Avenue'.

Give full name(s).

Complete as appropriate where the borrower is a company.

Give full name(s).

Complete as appropriate where the lender is a company. Also, for an overseas company, unless an arrangement with Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

Each proprietor may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

1	Title number(s) of the property: HS259989
2	Property: Unit G Venture Business Park, Witty Street, Kingston upon Hull HU3 4EL
3	Date: 22 December 2021
4	Borrower: AA Jones Electric Limited <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 03212967 <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix:
5	Lender for entry in the register: Seltec Automation LLP <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: OC305579 <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix:
6	Lender's intended address(es) for service for entry in the register:

Place 'X' in any box that applies.

Add any modifications.

Place 'X' in the appropriate box(es).

You must set out the wording of the restriction in full.

Standard forms of restriction are set out in Schedule 4 to the Land Registration Rules 2003.

Insert details of the sums to be paid (amount and dates) and so on.

7	<p>The borrower with</p> <p><input checked="" type="checkbox"/> full title guarantee</p> <p><input type="checkbox"/> limited title guarantee</p> <p>charges the Property by way of second legal mortgage as security for the payment of the sums detailed in panel 9</p>
8	<p><input type="checkbox"/> The lender is under an obligation to make further advances and applies for the obligation to be entered in the register</p> <p><input checked="" type="checkbox"/> The borrower applies to enter the following standard form of restriction in the proprietorship register of the registered estate (Form P):</p> <p>"No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated 2021 in favour of referred to in the charges register or its conveyancer"</p>
9	<p>Additional provisions</p> <p>9.1 Definitions</p> <p>In this charge:</p> <p>9.1.1 "Expenses" means all interest and reasonable fees legal and other costs charges and expenses which the Lender or any Receiver may reasonably charge or incur in relation to the Borrower or this charge and/or in relation to the Property and/or breach of any provision of, and the protection realisation or enforcement of this charge</p> <p>9.1.2 "Planning Acts" means the Town and Country Planning Act 1990 the Planning (Listed Buildings and Conservation Areas) Act 1990 the Planning (Hazardous Substances) Act 1990 the Planning (Consequential Provisions) Act 1990 and the Planning and Compensation Act 1991 and all regulations and orders made or confirmed under any of them</p> <p>9.1.3 "Principal Sum" means Two hundred and ten - thousand pounds (£210,000.00)</p> <p>9.1.4 "Receiver" means an administrative receiver, receiver and/or manager and any substitute for any such person and whether appointed under this charge or pursuant to any statute or otherwise</p> <p>9.1.5 "Redemption Date" means 30th September 2023</p> <p>9.1.6 "Secured Liabilities" means all monies obligations and liabilities whatsoever whether for the Principal Sum, interest or otherwise which may now or at any time in the future be due owing or incurred by the Borrower to the Lender under this charge or otherwise and including but without limitation all Expenses together with any VAT that may be payable thereon</p> <p>9.1.7 "VAT" means value added tax or any other tax of a similar nature and unless otherwise expressly stated all references to sums payable by the Borrower are exclusive of VAT</p>

9.2 IN CONSIDERATION of the Principal Sum loaned to the Borrower by the Lender the Borrower **COVENANTS** with the Lender as set out below.

9.3 Principal Sum & Repayment

The Borrower shall repay the Principal Sum and the Secured Liabilities in full to the Lender free from any legal or equitable set off on or before the Redemption Date

PROVIDED THAT if:

- (a) the Principal Sum and all the Secured Liabilities are not paid by the Redemption Date; or
- (b) the Property becomes subject to any forfeiture or execution distress sequestration or other form of process; or
- (c)
 - the Borrower or any other surety becomes subject to an interim order or makes a proposal for a voluntary arrangement under the Insolvency Act 1986 Part VIII or enters, or seeks to enter, into any other form of composition or arrangement with his creditors whether in whole or in part; or
 - a petition is presented for the bankruptcy of the Borrower or any other surety; or
 - the Borrower or any other surety dies or becomes of unsound mind;

the whole of the Principal Sum then outstanding and all the Secured Liabilities shall be due immediately and repayable by the Borrower to the Lender on demand.

9.4 Restrictions

The Borrower shall not without the prior written consent of the Lender (such consent not to be unreasonably withheld or delayed):

- 9.4.1 create or permit to subsist or arise any encumbrance or any right or option on the Property or any part thereof;
- 9.4.2 sell convey assign or transfer the Property or any interest therein or otherwise part with or dispose of any property or agree to do any of the foregoing;
- 9.4.3 exercise any of the powers of leasing or agreeing to lease vested in or conferred on mortgagors by common law or by statute or accept the surrender of any lease underlease or tenancy or agree to do any of the foregoing;
- 9.4.4 part with or share possession or occupation of the Property or any part of it or grant any tenancy or licence to occupy the Property or agree to do any of the foregoing.

9.5 Further covenants

9.5.1 To keep the buildings installations and structures and all fixtures and fittings therein or thereon and other erections from time to time upon the Property insured against loss or damage by the risks normally covered by a comprehensive insurance policy (including terrorism) in their full replacement value for the time being in such office or offices of repute with the Lender's interest noted on the policy

9.5.2 Punctually to pay all premiums (and other monies) in

respect of such insurances and within 14 days of written demand to deliver to the Lender the policy or policies of all such insurances and the receipt for every such payment and all monies received under any policy or policies of insurance shall be applied in making good the loss or damage to the Property (any deficiency being made good by the Borrower) and any such monies received by the Borrower shall be held by the Borrower on trust for the Lender accordingly

- 9.5.3 To pay when due all rents charges (if any) rates taxes charges duties assessments impositions and other outgoings whatsoever charged assessed levied or imposed upon the Property or upon the owner or occupier thereof or payable in respect of the Property
- 9.5.4 To perform and observe all covenants restrictions stipulations provisions regulations and conditions affecting the Property or the use or enjoyment of it
- 9.5.5 To comply in all respects with the Planning Acts and all licences consents permissions or conditions granted or imposed thereunder
- 9.5.6 Within seven days of receipt to produce to the Lender a copy of any notice order direction permission or proposal affecting the Property or its use or value and to comply as soon as is reasonably possible with the terms thereof and if the Borrower fails to take steps to commence compliance or fails within the relevant time limit to conclude compliance with the requirements of any notice, order or proposal, the Lender may (but shall not be obliged to) at any time thereafter enter on the Property and execute any works and do anything on the Property necessary to ensure such compliance without the Lender thereby becoming liable as mortgagee in possession. All reasonable costs and expenses so incurred by the Lender will be repaid by the Borrower to the Lender within 14 days of written demand
- 9.5.7 To keep the Lender (and any Receiver appointed by the Lender) fully and effectively indemnified from and against all actions proceedings costs charges claims demands expenses and liabilities (including value added tax and any other taxes and/or legal and other professional fees) whatsoever in respect of any breach or non-observance or non-performance of any covenants obligations or undertakings on the part of the Borrower contained in this charge or in respect of the Property or the making good of any such breach or non-observance or non-performance
- 9.5.8 To keep the buildings installations and structures and all fixtures and fittings therein or thereon and other erections from time to time upon the Property in reasonable repair and condition and to replace any fixtures and fittings which have become worn out or otherwise unfit for use by others of a like nature and equal value
- 9.5.9 Not without the previous written consent of the Lender (such consent not to be unreasonably withheld or delayed) to demolish pull down or remove any building installation or structure for the time being upon the Property or erect or make on the Property any building installation structure or alteration or a change of use thereof or otherwise commit any waste upon or destroy or injure in any manner or by any means lessen or suffer to be lessened the value of the Property

- 9.5.10 To permit the Lender and its representatives at all reasonable times and upon reasonable notice to enter upon the Property or any part of it to inspect the state and condition of the buildings, fixtures and fittings, services and service media in, on or associated with the Property without the Lender becoming liable as mortgagee in possession.
- 9.5.11 If the Borrower fails to maintain the buildings, fixtures and fittings, services and service media in, on or associated with the Property in the requisite state of repair and condition the Lender and his representatives may (but without being bound to do so) at any time thereafter enter upon the Property or any part of it and execute all remedial works that the Lender considers to be necessary and proper without the Lender thereby becoming liable as mortgagee in possession.
- 9.5.12 Within 14 days of written demand to repay to the Lender all expenses incurred by the Lender in carrying out inspections and works permitted by clause 9.5.10 and 9.5.11
- 9.5.13 If the Borrower fails to perform any of their obligations under this clause 9.5.1 & 9.5.2 and if the Lender takes out any insurance on the Property or any part of it, the Borrower will within 14 days of written demand repay to the Lender all payments made by him for that purpose
- 9.5.14 The Borrower will ensure that any legislation, regulations or bye-laws for the time being in force applicable to the Property are complied with in all respects

9.6 Lender's powers and rights

- 9.6.1 Section 103 of the Law of Property Act 1925 ("the Act") shall not apply to this charge
- 9.6.2 At any time after the money secured by this charge has become due and payable this charge shall be immediately enforceable and the power of sale as amended or varied by this charge shall be immediately exercisable in respect of the whole or any part of the Property without the restrictions contained in the Act as to the giving of notice or otherwise
- 9.6.3 The power of sale conferred upon mortgagees by the Act shall be extended so as to authorise any person exercising it to do so by selling the Property or any part of it in such manner and on such conditions as to payment of the purchase price or otherwise as the Lender may think fit
- 9.6.4 By way of extension of the powers contained in sections 99 and 100 of the Act the Lender shall at any time hereafter (and whether or not it has entered into or is in possession of the Property) be entitled to grant or vary or reduce any sum payable under or accept surrenders of leases of the Property or any part or parts of it or agree to do so without restriction in such manner and on such terms and conditions as it shall think fit. For the purpose of the exercise of these powers the provisions of sections 99 and 100 of the Act shall be deemed to have been enacted with the omission of sections 99(18) and 100(12)
- 9.6.5 All the principal money interest costs charges and expenses of and incident to any such redemption or transfer shall be repaid by the Borrower to the Lender

within 14 days of written demand

- 9.6.6 Any accounts settled or passed in connection with any such redemption or transfer shall be conclusive and binding as well between the Lender on the one hand and the Borrower on the other hand as between such prior encumbrance and the Borrower
- 9.6.7 Section 93 of the Act (restricting the Lender's right of consolidation) shall not apply to this charge

9.8 Demands and notices

- 9.8.1 A demand or notice by the Lender under this charge shall be deemed to have been properly served on the Borrower if served by first class post addressed to the Borrower at or by delivery to the Property
- 9.8.2 Service shall be deemed to be effected:
- 9.8.2.1 at 10:00 am on the second business day immediately following the day of posting if given by first class letter post irrespective of the time or date of actual delivery or lack of delivery;
- 9.8.2.2 when left at the Property when delivered
- 9.8.3 The methods of service described in 9.8.1 are in addition and without prejudice to any other method of service prescribed or permitted by law and in particular to the provisions of section 196 of the Act.

9.9 Power of Attorney

- 9.9.1 The Borrower hereby irrevocably appoints the Lender and the Receiver jointly and severally as the attorney or attorneys of the Borrower for the Borrower and in the name and on behalf of the Borrower and as the act and deed of the Borrower or otherwise to sign and deliver execute as a deed and otherwise perfect any deed assurance agreement instrument or act which may be required or may be deemed proper for any of the purposes referred to in or otherwise in connection with this charge. The Borrower ratifies and confirms and agrees to ratify and confirm whatever any attorney appointed under this clause properly does or purports to do in the exercise of all or any of the powers authorities and discretions granted or referred to in this charge
- 9.9.2 The power of attorney hereby granted is irrevocable and for value as part of the security constituted by this charge.

9.10 Costs included

- 9.10.1 Without prejudice to the generality of the provisions of this clause, the liability of the Borrower under this mortgage will include those reasonable costs incurred in relation to or arising out of:
- 9.10.1.1 the reasonable contemplation and institution of all proceedings and other action in connection with the enforcement, preservation and protection of the security constituted by this deed;
- 9.10.1.2 the contemplation and institution of all proceedings and other action (whether against the Borrower or otherwise) for the payment or discharge of the money and liabilities secured by or associated with this deed;
- 9.10.1.3 the exercise or contemplated exercise of any

power, right or discretion conferred by this deed or by law on the Lender;

9.10.1.4 any default by the Borrower or any other surety in compliance with the material obligations imposed by the terms of this security or associated with it;

9.10.1.5 any impeachment or attempted impeachment of the title of the Lender (whether by the Borrower or by a third party) or of the title of the Borrower; and

9.10.1.6 the contemplation or doing of any other matter or thing which the Lender considers to be for the benefit or improvement of the security.

9.12 Exclusion of rights under the Contracts (Rights of Third Parties) Act 1999

A person who is not party to this charge shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this charge. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

9.13 Interpretation

9.13.1 Unless the context otherwise requires;

(a) the singular includes the plural and visa versa

(b) references to persons include references to firms, companies or corporations and vice versa and

(c) references to the masculine gender include references in the feminine or neuter genders and vice versa

9.13.2 Unless the context otherwise requires the expression "the Borrower" and "the Lender" include their respective successors and assigns whether immediate or derivative and where appropriate the survivors or survivor of them.

9.13.3. All covenants, charges, agreements, undertakings, representations and warranties given or implied herein by more than one person shall be deemed to have been given jointly and severally by those concerned.

9.13.4 References to any statutory provisions shall be construed as including any statutory modification or re-enactment of it.

9.13.5 Clause headings do not form part of this mortgage and shall not be taken into account in its construction or interpretation.

9.13.5 Each of the provisions of this deed is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired.

The borrower must execute this charge as a deed using the space opposite. If there is more than one borrower, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If a note of an obligation to make further advances has been applied for in panel 8 this document must be signed by the lender or its conveyancer.

10 Execution

Executed as a deed by
AA Jones Electric Limited
Acting by a Director
in the presence of:



Witness signature: 

Name: CHRISTOPHER HOLLYMAN

Address: Bridge McFarland LLP
Suite 1 Marina Court
Hull HU1 1TJ

Occupation: Solicitor

WARNING

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.