



**Registration of a Charge**

Company name: **JETPATCHER CORPORATION LIMITED**

Company number: **10479637**



X77YFST4

Received for Electronic Filing: **12/06/2018**

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**Details of Charge**

Date of creation: **07/06/2018**

Charge code: **1047 9637 0002**

Persons entitled: **LIBERTY LEASING LTD**

Brief description:

**Contains fixed charge(s).**

**Contains negative pledge.**

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**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

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**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: **KATIE WARDER**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 10479637

Charge code: 1047 9637 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 7th June 2018 and created by JETPATCHER CORPORATION LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th June 2018 .

Given at Companies House, Cardiff on 14th June 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



SUPPLEMENTAL CHATTEL MORTGAGE

Liberty Leasing Ltd  
Liberty House,  
Brook Avenue,  
Warsash,  
Southampton,  
Hampshire SO31 9HP

Co Reg No 4302060

AGREEMENT No.  
8546111

SCHEDULE (which forms part of this Deed of Supplemental Chattel Mortgage)

PARTICULARS OF COMPANY

Company Name ("the Company")  
J. F. BARNES CO. LTD

Company Reg. No.  
10479637

Full names of Directors  
Russell Jordan, Steven Smith

Address of Company  
Succala House,  
Pinefield Road, The Estate,  
Rushy.

Siting Address (if different)

Post Code  
SO21 1QR

Post Code

Telephone  
07070 151296

Telephone

PARTICULARS OF GOODS	Registration number	Chassis Number	Serial Number / Engine Number	Date of manufacture / first registration
Please describe in full				
As per Attached Schedule of Goods.				

SIGNATURES

WITNESS TO THE COMPANY'S SIGNATURE

Signature  
Name  
Address  
Occupation  
Signature for and on behalf of Liberty Leasing Ltd  
Date

To: Liberty Leasing Ltd

Before we signed this Deed of Supplemental Chattel Mortgage, all the details requiring completion were completed to our satisfaction. We have read and understood the Terms of the Deed set out below.

EXECUTED and DELIVERED as a DEED on 7/6/18 by The Company acting by its authorised offices:

Director  
Company Secretary/Director  
Director's full name in block capitals: Russell Jordan  
Director's/Secretary's full name in block capitals: Steve Smith

The Signatories warrant that they have authority to bind the Company to this Deed.  
There must be two signatures: either two directors or one director and the company secretary.

CERTIFICATE OF RESOLUTIONS OF THE BOARD OF DIRECTORS OF THE COMPANY

Minutes of a meeting of the Directors properly convened and held on 23/5/18 at (Address) ...

It was reported to the meeting that:

(1) A quorum of directors was present and the meeting had been properly convened.

(2) It is proposed that LIBERTY LEASING Ltd ("LIBERTY") will purchase certain goods (as detailed in the attached supplemental chattel mortgage document "the Goods") from the Company and that the Company and LIBERTY will then enter into a lease purchase agreement in order for the Goods to be hired back to the Company. These proposed arrangements are referred to as "the Transaction" in these minutes. The form of the proposed lease purchase agreement was then produced to the meeting ("the Lease Purchase Agreement").

(3) It is a condition of the Transaction that the Company enters into a supplemental chattel mortgage in order for LIBERTY to receive a first ranking mortgage over any Goods where title fails to vest absolutely and effectively in LIBERTY for any reason (the Non-Vesting Goods") and certain assets and rights related to the Goods and any Non-Vesting Goods (together with the Non-Vesting Goods, "the Assets"). The form of the proposed supplemental chattel mortgage was produced to the meeting ("the Supplemental Chattel Mortgage"). It was noted that the Supplemental Chattel Mortgage will be as security for all monies and liabilities now and from time to time in the future owing to LIBERTY.

Each director confirmed that he or she has no interest in any of the matters covered above and in the proposed resolutions which is required to be disclosed for the purposes of the Articles of Association of the Company or any other reason other than by virtue of having granted any guarantee or indemnity to LIBERTY in respect of the obligations of the Company to LIBERTY or being a director or shareholder in any company which has given any such guarantee or indemnity.

IT WAS RESOLVED

1. That the Company shall enter into the Transaction with LIBERTY and mortgage its right, title and interest in the Assets (if any) to LIBERTY as security under the terms of the Supplemental Chattel Mortgage in the form produced to the meeting or with such amendments as any officer may approve.

2. That the Company should execute and deliver to LIBERTY the Lease Purchase Agreement under hand and the Supplemental Chattel Mortgage as a deed each in the form produced to the meeting or with such amendments as any officer may approve.

3. That any officer from time to time of the Company be irrevocably authorised to negotiate and commit the Company to any variation of the terms of the Lease Purchase Agreement and the Supplemental Chattel Mortgage, and to execute under hand on behalf of the Company any variation of the terms of the Lease Purchase Agreement.

4. That the entry of the Transaction, the Lease Purchase Agreement and the Supplemental Chattel Mortgage is in the commercial interests of the Company and within the objects of the Company as stated in its Memorandum of Association, and that the granting of the security and other rights under the Supplemental Chattel Mortgage will be for the benefit of the Company and its businesses.

5. That the Company is solvent and that the Transaction will not result in the Company being unable to pay its debts within the meaning of section 123 of the insolvency Act 1986.

6. That the Company Secretary file the necessary forms at Companies House and update the Company's charges register.

TO: LIBERTY LEASING Ltd

WE CERTIFY that the above is a true copy of the Resolution of the Board of Directors of the Company; and that the deed of Supplemental Chattel Mortgage attached to this certificate is in the form of the deed presented to and approved by the meeting; that the obligations in the Supplemental Chattel Mortgage and Lease Purchase Agreement will be binding upon the Company; that were dated on the same date on which they were signed; that the Memorandum and Articles of Association of the Company in force at such date and other particulars of the Company and its directors and secretary are those filed at the Registry of Companies on the date which is 30 days before the date of this certificate and will not change during the 30 days after the date of this certificate; and that the company has not granted any charge or similar which was not registered at the Companies Registry within 30 days prior to such date and will not do so during the 30 days after the date of the certificate.

Signature ...

Position in relation to the Company ... Director

Name of Signatory ... Russell Jordan Date ... 24/5/18

## SCHEDULE OF GOODS

This is the Schedule of Goods referred to in the agreement between  
**LIBERTY LEASING LTD and JETPATCHER CORPORATION LTD**

Dated: 2/6/18

Agreement number: 8546/11

**Particulars of Goods:**

**Chassis No:**

DAF LF55 FALF55 18T  
D.O.R: 28/05/2013  
Reg No: NX13 BWF

XLRAE55GF0L369710

DAF FALF220 4x2 Rigid Chassis Cab  
D.O.R: 01/07/2014  
Reg No: FJ14 FKW

XLRAEL3700L435169

DAF FALF55-180 Day Cab 4x2 Rigid Chassis  
D.O.R: 18/04/2013  
Reg No: FJ13 ELX

XLRAE55FF0L424654

DAF FALF220 4x2 Rigid Chassis Cab  
D.O.R: 06/06/2014  
Reg No: FJ14 FLA

XLRAEL3700L435764

DAF FALF220 4x2 Rigid Chassis Cab  
D.O.R: 06/06/2014  
Reg No: FJ14 FKU

XLRAEL3700L435763

DAF FALF220 4x2 Rigid Chassis Cab  
D.O.R: 24/06/2014  
Reg No: FJ14 FKV

XLRAEL3700L435164

DAF FALF220 4x2 Rigid Chassis Cab  
D.O.R: 06/06/2014  
Reg No: FJ14 FKS

XLRAEL3700L434823

DAF FALF55-220 (18t) 4x2 Rigid Chassis Cab  
D.O.R: 17/12/2013  
Reg No: FL63 CZC

XLRAE55GF0L432355

DAF FA CF65.220 Truck  
D.O.R: 01/01/2012  
Reg No: 8003PX

E622501

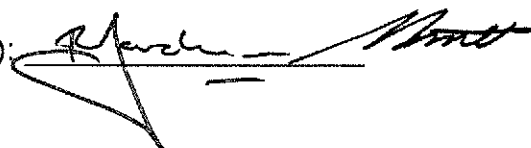
DAF LF Truck  
D.O.R: 19/07/2012  
Reg No: FJ12 NVZ

XLRAE55FF0L411839

Volvo FL  
D.O.R: 01/06/2005  
Reg No: SF05 KKB

YV2E4CBA45B398333

Signature(s):



DAF FALF 55-180 (14t) 4x2 Rigid Chassis Cab  
D.O.R: 12/03/2013  
Reg No: FJ13 ENU

XLRAE55FF0L422530

DAF FALF 55-180 (14t) 4x2 Rigid Chassis Cab  
D.O.R: 12/03/2013  
Reg No: FJ13 ENV

XLRAE55FF0L422529

Volvo FL  
D.O.R: 01/04/2015  
Reg No: NV58 YCW

YV2TBM0A57B483836

Volvo FL E 4x2 Platform Day  
D.O.R: 11/07/2005  
Reg No: NK05 BLJ

YV2E4CBA55B397546

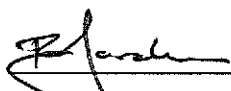

Volvo FL  
D.O.R: 17/11/2003  
Reg No: NK53 EMX

YV2E4CBAX4B353475

Signature(s):

Name of signatories:


Position(s):

   
Russell Jordan Steve Smith  
Director Director

Witness signature:

Witness name (in capitals):

Witness address:

  
J. Harrison  
Broom Acre  
WARRINGTON  
SO31 9HP