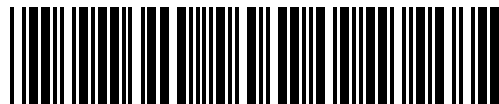




Registration of a Charge

Company Name: **L6 CONSTRUCTION LIMITED**

Company Number: **09940941**



XAWL09PS

Received for filing in Electronic Format on the: **27/01/2022**

Details of Charge

Date of creation: **25/01/2022**

Charge code: **0994 0941 0001**

Persons entitled: **MICHAEL BERNARD SUTHERLAND**

Brief description: **THE PROPERTY KNOWN AS LAND ADJACENT TO 16 STATION ROAD, NORTH CAVE, BROUGH, EAST YORKSHIRE, HU15 2LA BEING PART OF THE LAND CURRENTLY REGISTERED AT HM LAND REGISTRY WITH TITLE NUMBER YEA73410.**

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 SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **WILKIN CHAPMAN LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9940941

Charge code: 0994 0941 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 25th January 2022 and created by L6 CONSTRUCTION LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 27th January 2022 .

Given at Companies House, Cardiff on 28th 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**

Dated

25th January

2021²

L6 CONSTRUCTION LIMITED

and

MICHAEL BERNARD SUTHERLAND

Legal Charge

over

Land at 16 Station Road

North Cave

East Yorkshire

Hamers
SOLICITORS

5 Earls Court
Priory Park East
Hull
HU4 7DY

DATE: 25th January 2022

PARTIES

- (1) **L6 CONSTRUCTION LIMITED** incorporated in England and Wales with company registration number 09940941 whose registered office is at One Business Village, West Dock Street, Hull HU3 4HH and whose address for service in England and Wales is 5 The Burrs, Brough, East Yorkshire HU15 1DT (the Chargor); and
- (2) **MICHAEL BERNARD SUTHERLAND** of 16 Station Road, Brough, North Cave, East Yorkshire, HU15 2LA (the Chargee)

1 Definitions

Contract means the Contract for sale of the Property dated the 25th day of January 2022 and made between (1) the Chargor (2) the Chargee and (3) Luke Ferris;

Costs all costs, charges, expenses and liability reasonably and properly incurred by the Chargee (including without limitation all reasonable legal and other professional costs, charges and expenses) in and incidental to and in contemplation of:

- (a) the protection, preservation, realisation and enforcement of this security;
- (b) the obligations owed to the Chargee under this Deed;
- (c) the collection or recovery of any money owing under this Deed;
- (d) the taking of legal proceedings in respect of any of the above.

Disposal any Disposition;

Disposition has the meaning given to the term by s 205(1) of the Law of Property Act 1925 (save that for the avoidance of doubt the term 'conveyance' given by s 205(1) of the Law of Property Act 1925 shall include a transfer) and also includes any disposition as set out in s 27 of the Land Registration Act 2002;

Event of Default means the Chargor will be in default if they have not remedied in all material respects:

- (a) a breach of their obligation to pay the Price to the Chargee pursuant to the Contract on the due date;
- (b) a substantial breach of their obligations in this Legal Charge after the expiry of notice from the Chargee allowing a reasonable time in which to remedy such breach;

Event of Insolvency

- i it being deemed unable to pay its debts as defined in Section 123 of the Insolvency Act 1986;
- ii a proposal being made for a voluntary arrangement under Part I of the Insolvency Act 1986 or for some other form of composition

- in satisfaction of its debts or a scheme of arrangement of its affairs;
 - iii an administration order being made under Part II of the Insolvency Act 1986 or an administrator being appointed out of court;
 - iv an order being made or resolution being passed for its winding-up or an order being made for the winding-up of the company under Part IV of the Insolvency Act 1986 other than a members' voluntary winding-up which is for the sole purpose of amalgamation and reconstruction while solvent;
 - v a provisional liquidator being appointed under Section 135 of the Insolvency Act 1986;
 - vi a receiver or manager (including an administrative receiver) being appointed over the whole or any part of the property or assets of the company or any mortgagee taking possession of that property or those assets;
- It being removed from the Register of Companies.

Interest	interest as defined in the Contract;
Plan	means the plan annexed to this Legal Charge;
Price	means the amount due to the Chargee under the terms of the Contract;
Prior Charge	means the legal charge or mortgage dated the <i>25th</i> day of <i>January</i> 20 <i>21</i> and made between (1) the Chargor and (2) Heritage Commercial Finance Limited and all money and interest secured by that legal charge or mortgage;
Property	means the property known as land adjacent to 16 Station Road, North Cave, Brough, East Yorkshire, HU15 2LA being part of the land currently registered at HM Land Registry with title number YEA73410 shown edged blue on the Plan;
Receiver	the receiver appointed in accordance with clause 6 which expression where the context so admits includes the plural and any substituted receiver and manager or receivers and managers;
Secured Amounts	all of the following: <ul style="list-style-type: none"> (a) the Price; (b) all other money and liabilities now or at any time hereafter due or owing from the Chargee to the Chargor pursuant to the Contract and this Deed (including without limitation all Costs) and the payment of Interest thereon;
Statutory Requirements	the requirements of any Act of Parliament or any regulation or byelaw of any Competent Authority or government department or any other body

exercising powers under statute or by Royal Charter;

Working Day means any day other than Saturday, Sunday and any Bank or Public Holiday.

2 Interpretation

- 2.1 The expressions 'Chargor' and 'Chargee' include their respective successors in title.
- 2.2 Where any party comprises more than one person their obligations under this deed can be enforced against them all jointly or against each of them individually.
- 2.3 Any obligation of a party to do an act or thing includes an obligation to procure that it be done and any obligation not to do any act or thing includes an obligation not to permit or suffer that act or thing to be done by any person under its control.
- 2.4 Unless otherwise specified, a reference to legislation (including subordinate legislation) is to that legislation as extended, amended, modified, consolidated, or re-enacted from time to time and includes any instrument, order, regulation, permission, consent, licence, notice, direction, byelaw, statutory guidance or code of practice made or granted under such legislation.
- 2.5 Clause headings are for reference only and do not affect the construction of this deed.
- 2.6 Any reference to a clause, paragraph or schedule is to a clause, paragraph or schedule in this deed.
- 2.7 Where the words 'includes', 'including' or 'in particular' are used in this deed they are deemed to have the words 'without limitation' following them.

3 Charge

- 3.1 The Chargor with full title guarantee charges the Property by way of legal mortgage (subject only to the Prior Charge) as a continuing security for the payment or discharge of the Secured Amounts.
- 3.2 This Legal Charge shall remain in full force and effect as a continuing security unless and until the Chargee discharges it and shall extend to cover the ultimate balance due to the Chargee.
- 3.3 When all Secured Amounts have been paid the Chargee will at the request and cost of the Chargor duly discharge this security.
- 3.4 The Chargor shall apply to the Registrar to enter in the register of the title to the Property a restriction in standard form P in Schedule 4 of the Land Registration Rules 2003, namely:

'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 12th January 1982 in favour of Michael Bernard Sutherland referred to in the charges register.'

4 Chargor's Covenants

The Chargor covenants with the Chargee:

4.1 Secured Amounts

To pay or procure the payment and discharge the Secured Amounts as and when they fall due.

4.2 Leases

Not to exercise any of the powers conferred on the Chargor by s 99 of the 1925 Act or otherwise create any tenancy or lease or part with or share the possession or occupation of or confer upon any person a contractual licence, right or interest to occupy the whole or any part of the Property.

4.3 Incumbrances

Not to create nor permit any incumbrance or further mortgage or charge upon the Property without the previous written consent of the Chargee.

4.4 Repair

To keep any and all buildings and works on the Property (whether completed or in the course of construction) in good and substantial repair and condition.

4.5 Insurance

4.5.1 To insure or procure that any buildings on the Property are kept insured in their full reinstatement value from time to time and any professional fees which may be incurred in or about repair, rebuilding or reinstatement against loss or damage under a comprehensive insurance policy for buildings in such name or names and with such underwriters as the Chargor may from time to time reasonably require and to pay the premiums as and when they become due and when requested to deliver to the Chargor a copy of the policy of insurance and the receipt for each premium.

4.5.2 If the Chargee fails to perform any of its obligations under this sub-clause the Chargor may effect such insurance on the Property as the Chargor reasonably considers appropriate and the Chargee will on demand repay to the Chargor all payments made by it for that purpose together with Interest from the date when the Chargor incurred the same until repayment by the Chargee.

4.5.3 Any money received under any policy of insurance effected or maintained by the Chargee will be applied in making good the loss or damage in respect of which it was received.

4.6 Rates etc

Punctually to pay and indemnify the Chargor against all rents, rates, taxes, levies, assessments, impositions and outgoings whatsoever (whether governmental, municipal contractual or otherwise) which may be or may become imposed upon or payable in respect of the Property or any part of it.

4.7 Statutory Requirements

To comply with all Statutory Requirements for the time being in force applicable to the Property.

4.8 Restrictive Covenants

To observe and perform the restrictive and other covenants and stipulations (if any) affecting the Property.

5 Default

5.1 Section 103 of the 1925 Act does not apply to this Deed and the statutory powers of sale and appointing a receiver under ss 101 and 109 of the 1925 Act (as varied and extended under this Deed) will arise on the execution of this Deed.

5.2 The Secured Amounts will become immediately payable upon:

5.2.1 the happening of an Event of Default; or

5.2.2 the happening of an Event of Insolvency; or

and at any time thereafter the Chargor may in addition to any other remedies available to it:

5.2.3 exercise all the statutory powers conferred on mortgagees by the 1925 Act free from the restriction imposed by s 103 of the 1925 Act; and

5.2.4 appoint a Receiver (subject to the requirements of general law) to be receiver and manager of all or any part of the Property and for the Receiver to exercise the powers set out in clause 6.

5.3 If the Chargee takes possession of the Property or causes a Receiver to be appointed in exercise of such statutory powers the Chargee or such Receiver (in addition to his statutory powers) may eject from the Property the Chargor or any tenants of the Chargor or other persons at or in possession of the Property.

5.4 If the Chargee enforces the security constituted by this Deed at a time when no amount in respect of the Secured Amounts is due and payable, or when the Secured Amounts are not ascertained, the Chargee (or the Receiver) may pay the proceeds of any recoveries effected by it into an interest-bearing account at a clearing bank. The Chargee may (subject to the payment of any claims having priority to this security) withdraw amounts standing to the credit of such account for application as follows:

5.4.1 paying all Costs incurred and payments made by the Chargee (or the Receiver) in the course of such enforcement;

5.4.2 paying remuneration to the Receiver as and when the same becomes due and payable; and

5.4.3 paying the Secured Amounts as and when the same become due and payable.

6 Receiver

6.1 At any time after this security becomes enforceable, or at the request of the Chargee, the Chargee may by writing, under hand, appoint any person or persons to be a Receiver of all or any part of the Property.

- 6.2 The Chargee may at any time and from time to time in like manner remove any Receiver so appointed and appoint another in his place or appoint an additional person as Receiver.
- 6.3 The Chargee may, either at the time of appointment or at any time subsequently and from time to time, fix the remuneration of any Receiver so appointed.
- 6.4 None of the restrictions imposed by the 1925 Act in relation to the appointment of Receivers or as to the giving of notice or otherwise will apply.
- 6.5 Where more than one Receiver is appointed they will have the power to act severally.
- 6.6 Any Receiver so appointed will be the agent of the Chargee for all purposes and the Chargee will be solely responsible for his acts or defaults and for his remuneration.
- 6.7 Any Receiver so appointed will have all the powers conferred on mortgagees or receivers by the 1925 Act (but without the restrictions contained in s 103 of that Act) except to the extent to which those powers are expressly or impliedly excluded by the terms of this Deed. In the event of ambiguity or conflict the terms of this Deed will prevail.
- 6.8 Any Receiver so appointed will have power, to such extent and upon such terms as he may in his absolute discretion think fit and notwithstanding any Event of Insolvency or death in relation to the Chargor, to do or omit to do anything which the Chargor could do or omit to do in relation to all or any part of the Property. In particular (but without limitation) any such Receiver will have the power:
 - 6.9
 - 6.9.1 to take possession of, collect and get in all or any part of the Property and for that purpose to bring any proceedings in the name of the Chargee or otherwise;
 - 6.9.2 to raise or borrow money (whether from the Chargee or otherwise) to rank for payment in priority to this security and with or without a charge on all or any part of the Property;
 - 6.9.3 to sell (whether by public auction or private contract or otherwise), lease, vary, renew or surrender leases or accept surrenders of leases (without needing to observe the provisions of ss 99 and 100 of the 1925 Act) of, or otherwise dispose of or deal with all or any part of, the Property or of rights associated with all or any part of the Property or to concur in so doing whether in the name or on behalf of the Chargee or otherwise;
 - 6.9.4 to seize and sever all or any fixtures at or in the Property other than and except trade machinery as defined by the Bills of Sale Act 1878 and sell the same separately from the Property or its site;
 - 6.9.5 to settle, arrange, compromise or submit to arbitration any accounts, claims, questions or disputes whatsoever which may arise in connection with any business of the Chargor or the Property or in any way relating to this security;

- 6.9.6 to bring, take, defend, compromise, submit to arbitration or discontinue any actions, suits or proceedings whatsoever whether civil or criminal in relation to the matters referred to in clause 6.9.11;
- 6.9.7 to disclaim, abandon or disregard all or any outstanding contracts of the Chargor and to allow time for payment of any debts either with or without security;
- 6.9.8 to repair, insure, manage, protect, improve, enlarge, develop, build, complete or re-construct or replace all or any part of the Property and to apply for and obtain any appropriate permissions, approvals, consents or licences;
- 6.9.9 to acquire by purchase, lease or otherwise any further property assets or rights;
- 6.9.10 to appoint, employ and dismiss managers, officers, contractors and agents;
- 6.9.11 to do (whether in the name of the Chargor or otherwise) all such other acts and things as he may consider necessary or desirable for the protection, preservation, management, improvement or realisation of the Property or as he may consider incidental or conducive to any of the above matters or to the exercise of any of the above powers.
- 6.10 All money received by any Receiver must be applied by him:
 - 6.10.1 in payment of the costs, charges and expenses of and incidental to the appointment of the Receiver and the exercise of all or any of his powers and of all outgoings paid by him (including preferential debts);
 - 6.10.2 in payment to the Receiver of such remuneration as may be agreed between him and the Chargee at, or at any time and from time to time after, his appointment;
 - 6.10.3 in or towards satisfaction of the Secured Amounts, and the surplus (if any) must be paid to the Chargor or other persons entitled to it.

7 Protection of Third Parties

No person dealing with the Chargee or any Receiver appointed by him is to be concerned, bound or entitled to enquire or be affected by notice as to any of the following matters:

- 7.1 whether this security has become enforceable;
- 7.2 whether any power exercised or purported to be exercised under this Deed has arisen or become exercisable;
- 7.3 the propriety, regularity or purpose of the exercise or purported exercise of any such power;
- 7.4 whether any money remains due under the security; or
- 7.5 the necessity or expediency of the stipulations and conditions subject to which any disposition is made,

and the receipt of the Chargee or any Receiver for any money will effectually discharge the person paying from such matters and from being concerned to see to the application or being answerable for the loss or misapplication of such money.

8 Prior Charge

- 8.1 The Chargor covenants with the Chargee duly and punctually to pay all sums payable in respect of the Prior Charge and from time to time to produce to the Chargee evidence of such payments on demand.
- 8.2 In the event of any proceedings or step being taken to exercise or enforce any powers or remedies conferred by the Prior Charge against the Property, the Chargee may redeem the Prior Charge or procure the transfer of the Prior Charge and may settle and pass accounts of the charge or charges under the Prior Charge and any accounts so settled or passed shall be conclusive and binding on the Chargor and all the principal money, interest, costs, charges and expenses of and incidental to any such redemption or transfer shall be paid by the Chargor to the Chargee on demand and, until payment by the Chargor, the Property shall stand charged with the amount so to be paid with interest from the date of payment by the Chargor.

9 VAT

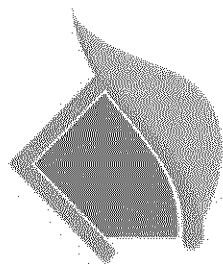
All sums payable under this Deed are exclusive of VAT.

10 Miscellaneous

- 10.1 Section 93 of the 1925 Act (restricting the right of consolidation) does not apply to this Deed.
- 10.2 The Chargee may at any time or times without discharging or diminishing or in any way prejudicing or affecting this security or any right or remedy of the Chargee under this mortgage grant to the Chargor, or to any other person, time or indulgence, further credit, loans or advances or enter into any arrangement or variation of rights or, either in whole or in part, release, abstain from perfecting or enforcing or neglect or fail to perfect or enforce any remedies, securities, guarantees or rights which he may now or subsequently have from or against the Chargor or any other person.
- 10.3 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 will not be affected or impaired. This deed has today been executed by the parties.

Executed as a deed by the parties on the date first set out on page 1

Rev:	Date:	Description:	By:	Checked:
P4	18/12/18	Final	J.P.T	RAL



Ralgreen

CLIENT

Mr M & Mrs C Sutherland

PROJECT

16 Station Road

PROJECT ADDRESS

North Cave, East Riding of Yorkshire,
HU15 2LA

TITLE

Title drawing

STATUS

Planning

DATE

18/12/18

SCALE 1/500

1:500

DRAWN BY

J.P.R

CHECKED BY

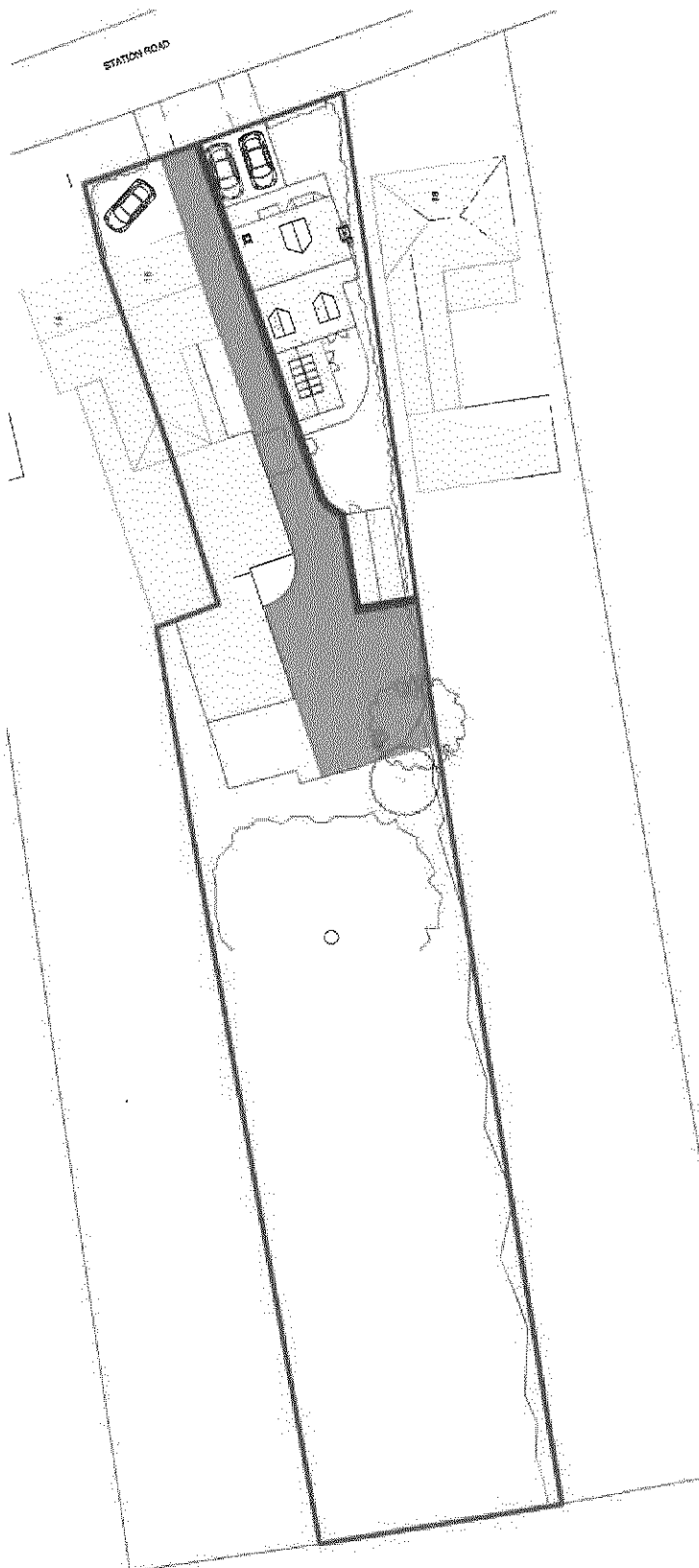
W.V.T

DRAWING NUMBER

240_240_(00)_013-A4

REV

P4



Site Block Plan - Showing Boundaries A4

1

1:500

Executed as a deed by **L6 CONSTRUCTION LIMITED**

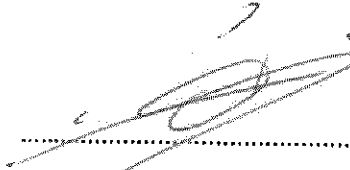
Acting by a director in the presence of

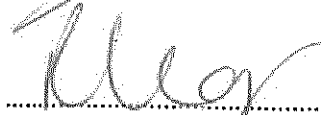
Witness signature:

Name (in BLOCK CAPITALS):

Address:

Occupation:


.....


.....

RACHEL DAWN LENCOT

Wilkin Chapman LLP
The Hall
Lairgate
Beverley
HU17 8HL

Solicitor

Executed as a deed by **MICHAEL BERNARD SUTHERLAND**

In the presence of

Witness signature:

Name (in BLOCK CAPITALS):

Address:

Occupation:

.....

.....

Executed as a deed by **L6 CONSTRUCTION
LIMITED**

.....

Acting by a director in the presence of

Witness signature:

.....

Name (in BLOCK CAPITALS):

Address:

Occupation:

Executed as a deed by **MICHAEL BERNARD
SUTHERLAND**

.....

In the presence of

Witness signature:

.....

Name (in BLOCK CAPITALS):

SARAH JACOB

Address:

Occupation:

Functional Skills
Tutor

