



Registration of a Charge

Company name: **AAI TECHNOLOGIES LIMITED**

Company number: **10689319**



X8WD7S0Z

Received for Electronic Filing: **10/01/2020**

Details of Charge

Date of creation: **20/12/2019**

Charge code: **1068 9319 0003**

Persons entitled: **A2E INDUSTRIES LIMITED**

Brief description: **THE INTELLECTUAL PROPERTY SUBJECT TO CHARGE INCLUDES, BUT IS NOT LIMITED TO, ALL DESIGNS, KNOWLEDGE, PATENT APPLICATIONS, PATENTS PENDING AND PATENTS GRANTED, BELONGING TO THE CHARGE, AAI TECHNOLOGIES LIMITED.**

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: **ANNE COOPER**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10689319

Charge code: 1068 9319 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 20th December 2019 and created by AAI TECHNOLOGIES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 10th January 2020 .

Given at Companies House, Cardiff on 13th January 2020

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 AGREEMENT IS MADE ON THE 20th DAY OF DECEMBER 2019 BETWEEN:

- A. a2e Industries Limited (company number 04062589) whose registered office is at 1 Marsden Street, Manchester, England, M2 1HW (the "**Lender**"); and
- B. AAI Technologies Limited (company number 10689319) whose registered office is at 1 Marsden Street, c/o a2e Industries Limited, Manchester, England, M2 1HW (the "**Borrower**")

1. BACKGROUND

- 1.1 The Lender has agreed in principle to inject cash into the Borrower.
- 1.2 This Loan has previously been made available to the Borrower prior to the date of this agreement and has been utilised in-line with the cash flow requirements of the Borrower.
- 1.3 Further loans which may be provided by the Lender will be covered by the terms of this Agreement.
- 1.4 The Borrower has and will drawdown on the Loan as and when it has a cash flow requirement to do so. This requirement shall be discussed between the Lender and Borrower, then agreed in writing before monies are transferred to the Borrower for utilisation. The Lender, at its sole discretion shall decide as to whether to advance the monies requested.

2 AGREEMENT

- 2.1 At the time of execution of this document, the Lender has lent the Borrower the sum of £114,500.00 (the "**Loan**") upon the terms, conditions and provisions of this Agreement.
- 2.2 Drawdown of the Loan will be in accordance with 1.4 and shall be for the purposes described above (refer to Background). The Lender is not obliged to monitor or verify how the Loan was used.
- 2.3 Interest shall be payable on the Principal amount of the Loan, at the end of each calendar month the loan is outstanding at the rate of 10% per annum retrospectively from each previous loan instalment. In the event of non-payment of the interest, the unpaid interest will roll over and added to the Loan Principal Amount until paid.
- 2.4 The Loan will be repaid (i) pari passu to receipt by the Borrower of further investment as and when received, (ii) upon an exit, or (iii) whenever cashflow allows - whichever is sooner. In any event, the loan is repayable by 30th June 2020 (the "**Loan Maturity Date**") and the maturity date may be extended by a further period at the sole discretion of the Lender.

Should the loan not be repaid by 30th June 2020 a 10% redemption premium will be applied to the loan (£11,450.00) which the borrower acknowledges is in addition and separate to the 10% interest, payable per annum. The interest rate will increase by an additional 10% per annum (to a maximum of 100%) for each year the loan remains unpaid, which the borrower acknowledges is in addition and separate to the 10% interest, payable per calendar month.

- 2.5 The Borrower accepts that Lender is fully secured, on ALL assets of the Borrower, including I.P.
- 2.6 The Borrower agrees not to undertake any further borrowings that hold preferential rights over the Loan until the Loan is repaid in full, or expressed consent is received in writing from the Lender.
- 2.7 The Lender shall maintain accounts evidencing the amount the Borrower owes, in accordance with good business practice. Entries in those accounts shall be prima facie evidence of the existence of the Borrower's obligations and amount the Borrower owes to the Lender.
- 2.8 Any amendment to this Agreement shall be in writing and signed by or on behalf of each party.
- 2.9 This Agreement supersedes any previous Agreements between the Lender and Borrower.
- 2.10 This Agreement and any non-contractual obligations arising out of or in connection with it are governed by English law.

SIGNED and DELIVERED as a DEED by)

Anne Cooper, Director of)

AAI Technologies Limited (the Borrower)

In the presence of:

Signature of Witness

Name (in BLOCK CAPITALS)

Address





RACHEL HAILLAY

139 CLARENDON ROAD

HYDE

SK14 2LT

SIGNED and DELIVERED as a DEED by)

Marc Brateman, Investment Director)

of a2e Industries Limited (the Lender)

In the presence of:

Signature of Witness

Name (in BLOCK CAPITALS)

Address





RACHEL HAILLAY

139 CLARENDON ROAD

HYDE

SK14 2LT