

MR01

Particulars of a charge

110283 / E13

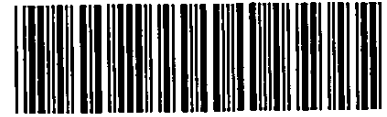


A fee is payable with this form.
Please see 'How to pay' on the
last page

You can use the WebFiling
Please go to www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☒ **What this form is NOT for**
You may not use this form to
register a charge where the
instrument Use form MR08



LD5 *L2M5WWA1* #214
29/11/2013
COMPANIES HOUSE

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery

☒ You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record

1 Company details

Company number 0 2 0 3 5 3 1 5

Company name in full Brake Bros Limited

For official use

→ **Filling in this form**
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 2 1 1 1 2 0 1 3

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name Barclays Bank PLC

as Security Agent (as trustee for each Secured Party)

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

MR01

Particulars of a charge

4

Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page

Please use a continuation page if you need to enter more details

Description

The Mortgaged Property being

Lease of Land known as 41 Parham Drive at Boyatt Wood Industrial Estate Eastleigh SO50 4NU dated 20 June 2013 made between (1) Harkalm Investments Limited and (2) Brake Bros Limited
Title number HP763154

and any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such property, including all Related Rights.

5

Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ Yes Continue

☒ No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

MR01

Particulars of a charge

8

Trustee statement ①

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

① This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X Clifford Chance LLP X

This form must be signed by a person with an interest in the charge

MR01

Particulars of a charge



Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name Aurelie Dekoninck 70-40560580

Company name Clifford Chance LLP

Address 10 Upper Bank Street

Post town London

County/Region

Postcode E 1 4 5 J J

Country United Kingdom

DX 149120 Canary Wharf 3

Telephone 020 7006 1000



Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☒ [x] The company name and number match the information held on the public Register
- ☒ [x] You have included a certified copy of the instrument with this form
- ☒ [x] You have entered the date on which the charge was created
- ☒ [x] You have shown the names of persons entitled to the charge
- ☒ [x] You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☒ [x] You have given a description in Section 4, if appropriate
- ☒ [x] You have signed the form
- ☒ [x] You have enclosed the correct fee
- ☒ [x] Please do not send the original instrument, it must be a certified copy



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House'



Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:

For companies registered in England and Wales:
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland:
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF,
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland:
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2035315

Charge code: 0203 5315 0016

The Registrar of Companies for England and Wales hereby certifies that a charge dated 21st November 2013 and created by BRAKE BROS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 29th November 2013



Given at Companies House, Cardiff on 3rd December 2013



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

Execution version

DATED 21 NOVEMBER 2013

BRAKE BROS LIMITED

AND

BARCLAYS BANK PLC
AS SECURITY AGENT

MORTGAGE

We hereby certify that save for material redacted pursuant to s 859G of the Companies Act 2006, this is a true copy of the original

Signed

Date

27 November 2013
Clifford Chance LLP
10 Upper Bank Street
London E14 5JJ

THIS DEED is dated 21 November 2013 between

- (1) Brake Bros Limited registered in England and Wales with company number 02035315 (the "**Company**"), and
- (2) Barclays Bank PLC as security agent (the "**Security Agent**")

BACKGROUND

It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand

IT IS AGREED as follows.

1 DEFINITIONS

In this Deed

"Mortgaged Property" means

- (a) the property specified in Schedule 1 (*Details of Mortgaged Property*), and
- (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such property,

and includes all Related Rights

"Related Rights" means, in relation to any asset

- (a) the proceeds of sale of any part of that asset,
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset,
- (c) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that asset, and
- (d) any monies and proceeds paid or payable in respect of that asset

2 FIXED SECURITY

The Company charges with full title guarantee in favour of the Security Agent as continuing security for the payment and discharge of the Amended Secured Obligations, by way of legal mortgage, the Mortgaged Property

3 IMPLIED COVENANTS FOR TITLE

- (a) The covenants set out in Sections 3(1), 3(2) and 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994 will not extend to Clause 2 (*Fixed Security*)
- (b) It shall be implied in respect of Clause 2 (*Fixed security*) that the Company is disposing of the Mortgaged Property free from all charges and incumbrances (whether monetary or not), save for any existing charges or incumbrances granted in favour of the Security Agent, and from all other rights exercisable by

third parties (including liabilities imposed and rights conferred by or under any enactment)

4 APPLICATION TO THE LAND REGISTRY

The Company consents to an application being made to the Land Registry to enter the following restriction in the proprietorship "register" (as defined in the Land Registration Act 2002) of any property which is, or is required to be, registered forming part of the Mortgaged Property

"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 [date] in favour of Barclays Bank PLC referred to in the charges register or their conveyance "

5 FURTHER ADVANCES

5 1 Each Lender is under an obligation to make further Advances to the Company and that obligation will be deemed to be incorporated into this Mortgage as if set out in this Mortgage

5 2 The Company hereby consents to an application being made to the Land Registry to enter the obligation to make further Advances on the charges "register" (as defined in the Land Registration Act 2002) of any registered land forming part of the Mortgaged Property

6 RELEASE OF SECURITY

6 1 Redemption of Security

Upon the Amended Secured Obligations being discharged in full and none of the Secured Parties being under any further actual or contingent obligation to make advances or provide other financial accommodation to the Company or any other person under any agreement between the Security Agent and the Company, the Security Agent shall, at the request and cost of the Company, release and cancel the security constituted by this Mortgage and procure the reassignment to the Company of the property and assets assigned to the Security Agent pursuant to this Mortgage, in each case subject to Clause 6 2 (*Avoidance of Payments*) and without recourse to, or any representation or warranty by, the Security Agent or any of its nominees

6 2 Avoidance of Payments

If the Security Agent considers that any amount paid or credited to it is capable of being avoided or reduced by virtue of any bankruptcy, insolvency, liquidation or similar laws, the liability of the Company under this Mortgage and the security constituted hereby shall continue and such amount shall not be considered to have been irrevocably paid

7 THIRD PARTY RIGHTS

A person who is not a party to this Deed has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Deed

8 GOVERNING LAW

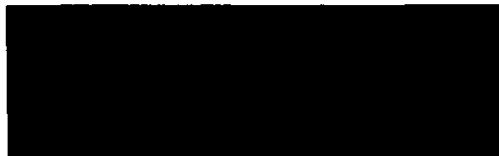
This Deed is governed by English law

9 **COUNTERPARTS**

This Deed may be executed in any number of counterparts, each of which shall be deemed an original and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed. Any party may enter into this Mortgage by signing any such counterpart.

THIS DEED has been entered into as a deed on the date stated at the beginning of this Deed

EXECUTED as a DEED
by **BRAKE BROS LIMITED**
and signed on its behalf by
Adrian Whitehead



Director

in the presence of



Witness

Witness name.

MARIA NEEVE

Witness address.



Witness occupation

Address: Brakes Head Office, Enterprise House, Eureka Business Park, Ashford, Kent,
TN25 4AG

Fax: +44 (0)12 3320 6477

The Security Agent

BARCLAYS BANK PLC

By _____

Address: 5 The North Colonnade, Canary Wharf, London, E14 4BB

Fax: +44 (0) 20 7773 4893

Attention: Simon Hickman

9 **COUNTERPARTS**

This Deed may be executed in any number of counterparts, each of which shall be deemed an original and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed. Any party may enter into this Mortgage by signing any such counterpart.

THIS DEED has been entered into as a deed on the date stated at the beginning of this Deed

EXECUTED as a DEED

by **BRAKE BROS LIMITED**

and signed on its behalf by

Director

in the presence of

Witness

Witness name

Witness address

Witness occupation

Address Brakes Head Office, Enterprise House, Eureka Business Park, Ashford, Kent,
TN25 4AG

Fax +44 (0)12 3320 6477

The Security Agent

BARCLAYS BANK PLC

By



Address 5 The North Colonnade, Canary Wharf, London, E14 4BB

Fax +44 (0) 20 7773 4893

Attention Simon Hickman

SCHEDULE 1
DETAILS OF MORTGAGED PROPERTY

| Description of Property | Title Number |
|--|---------------------|
| Lease of Land known as 41 Parham Drive at Boyatt Wood Industrial Estate Eastleigh SO50 4NU dated 20 June 2013 made between (1) Harkalm Investments Limited and (2) Brake Bros Limited | HP763154 |

Clifford Chance LLP
Aurelie DeKoninck
room 26e7 ext. 3818