

MR04

Statement of satisfaction in full or in part of a charge



Companies House

You can use the WebFiling service to file this form online
Please go to www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register
a statement of satisfaction in full
or in part of a mortgage or charge
against a company

☒ **What this form is NOT for**
You may not use this form to
register a statement of satisfaction
in full or in part of a charge
against an LLP
LL MR04



A11

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05/08/2016

#26

COMPANIES HOUSE

1 Company details

Company number 02035315 ✓

Company name in full Brake Bros Limited (the "Company") ✓

→ **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

When was the charge created?

→ Before 06/04/2013 Complete **Part A and Part C**

→ On or after 06/04/2013 Complete **Part B and Part C**

Part A Charges created before 06/04/2013

A1 Charge creation date

Please give the date of creation of the charge

Charge creation date 20032013 ✓

A2 Charge number

Please give the charge number This can be found on the certificate

Charge number* 0013

A3 Description of instrument (if any)

Please give a description of the instrument (if any) by which the charge is
created or evidenced

Instrument description A mortgage dated 20 March 2013 between the Company and
Barclays Bank PLC as security agent (the "Security Agent"), (the
"Mortgage")

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

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Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged

Short particulars

FIXED SECURITY

Pursuant to the Mortgage, the Company charged with full title guarantee in favour of the Security Agent with the payment and discharge of the Secured Obligations, by way of first legal mortgage, the Mortgaged Property

FURTHER ASSURANCE

Further Assurance General

Pursuant to the Debenture, the further assurance clause 6 1 is incorporated into the Mortgage, such that

1 the covenant set out in Section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to include the obligations set out below, and

2 the Company shall promptly at its own cost enter into a Mortgage over any Real Property and do all such acts (excluding investigating

Continuation page

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

Part B

Charges created on or after 06/04/2013

B1

Charge code

Please give the charge code This can be found on the certificate

Charge code ①

□ □ □ □ - □ □ □ □ - □ □ □ □

① Charge code

This is the unique reference code allocated by the registrar

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	Please give the short particulars of the property or undertaking charged	
Short particulars	<p>title, providing surveys or conducting diligence unless the nature of the Real Property is such that such acts would be reasonably appropriate in the circumstances) or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Agent may reasonably require in favour of the Security Agent or its nominee(s))</p> <p>(a) to perfect the security created or intended to be created in respect of the Mortgaged Property (which may include the execution by the Company of a mortgage, charge or assignment over all or any of the assets constituting, or intended to constitute, Mortgaged Property) or for the exercise of the Collateral Rights,</p> <p>(b) to confer on the Security Agent security over any property and assets of the Company located in any jurisdiction outside England and Wales equivalent or similar to the security intended to be conferred by or pursuant to the Mortgage, and/or</p> <p>(c) to facilitate the realisation of the Mortgaged Property</p> <p>Implied Covenants for Title</p> <p>Pursuant to the Debenture, the further assurance clause 6 4 is incorporated into the Mortgage, such that the obligations of the Company under the Mortgage shall be in addition to the covenants for title deemed to be included in the Debenture and the Mortgage by virtue of Part 1 of the Law of Property (Miscellaneous Provisions) Act 1994</p> <p>NEGATIVE PLEDGE</p> <p>Pursuant to the Debenture, the negative pledge is incorporated into the Mortgage, such that the Company undertook that it shall not, at any time during the subsistence of the Mortgage, create or permit to subsist any Security over all or any part of the Mortgaged Property other than security permitted pursuant to the Facility Agreement</p> <p>Where not otherwise defined in the body of this Form MG01, the following terms have the meanings set out below</p> <p>"Accession Agreement" means any accession agreement entered into pursuant to the Facility Agreement</p> <p>"Additional Borrower" means a member of the Group which becomes a Borrower after the original date of the Facility Agreement, pursuant to the terms of the Facility Agreement</p> <p>"Additional Guarantor" means a member of the Group which becomes a Guarantor after the original date of the Facility Agreement, pursuant to the terms of the Facility Agreement</p> <p>"Amendment and Restatement Agreement" means the amendment and restatement agreement to the Facility Agreement dated 30 November 2012 between, inter alia, Cucina Acquisition (UK) Limited as original borrower and original guarantor, Cucina Finance (UK)</p>	

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Short particulars	<p data-bbox="344 376 1046 403">Please give the short particulars of the property or undertaking charged</p> <p data-bbox="344 436 1102 495">Limited as the charger and Barclays Bank PLC as the facility agent and security agent</p> <p data-bbox="344 524 1086 582">"Ancillary Facility Document" means any document evidencing an ancillary facility entered into pursuant to the Facility Agreement</p> <p data-bbox="344 611 1062 669">"Arrangers" means Barclays Capital, J P Morgan PLC and The Royal Bank of Scotland PLC</p> <p data-bbox="344 698 1090 725">"Borrower" means an Original Borrower or an Additional Borrower</p> <p data-bbox="344 754 1090 813">"Collateral Rights" means all rights, powers and remedies of the Security Agent provided by or pursuant to this Mortgage or by law</p> <p data-bbox="344 842 1114 1104">"Commitment Letter" means the commitment letter dated 12 July 2007 made between Barclays Capital, Barclays Bank PLC, J P Morgan PLC, JPMorgan Chase Bank, N A , Cucina Finance and the Original Borrower together with the Accession Letter dated 12 July 2007 and made between the Arrangers (as defined in the Facility Agreement), Barclays Bank PLC, JPMorgan Chase Bank, N A , Cucina Finance and the Original Borrower together with the letters of the same date setting out further details of the terms of that commitment</p> <p data-bbox="344 1133 1118 1191">"Compliance Certificate" means any compliance certificate delivered pursuant to the Facility Agreement</p> <p data-bbox="344 1220 1082 1337">"Consent Request Letter" means the consent request letter dated 15 November 2012 from Cucina Acquisition (UK) Limited to the Facility Agent, in relation to certain amendments to the Facility Agreement</p> <p data-bbox="344 1366 1090 1424">"Consent Response Form" means a consent response form in the form set out in the Consent Request Letter</p> <p data-bbox="344 1453 1114 1570">"Debenture" means the debenture dated 12 October 2007 between Cucina Acquisition (UK) Limited as original chargor and Barclays Bank PLC as security agent and registered at Companies House on 18 October 2007</p> <p data-bbox="344 1599 1023 1657">"Delegate" means any delegate, agent, attorney or co-agent appointed by the Security Agent</p> <p data-bbox="344 1686 1102 1744">"Distribution Letter" means the letter dated 12 July 2007 between, inter alia, the Arrangers, Cucina Finance and the Original Borrower</p> <p data-bbox="344 1774 826 1800">"Facility Agent" means Barclays Bank PLC</p> <p data-bbox="344 1830 1114 2040">"Facility Agreement" means the senior facilities agreement originally dated 12 October 2007, as amended from time to time, between, among others, Cucina Acquisition (UK) Limited as the Original Borrower and the Original Guarantor, the Arrangers, the Original Lenders, the Facility Agent and the Security Agent, each as defined in such agreement as amended, varied, novated or supplemented from time to time</p>	

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Short particulars	<p>"Fee Letter" means (a) the fee letter dated 12 July 2007 between, inter alia, the Arrangers, Cucina Finance and the Original Borrower, and (b) any letter entered into by reference to the Facility Agreement between one or more Administrative Parties (as defined in the Facility Agreement) and the Original Borrower setting out the amount of certain fees referred to in the Facility Agreement</p> <p>"Finance Documents" means the Facility Agreement, the Commitment Letter, the Fee Letter, the Distribution Letter, an Accession Agreement, a Transfer Certificate, an Ancillary Facility Document, the Hedging Letter, the Hedging Agreement, a Security Document, the Intercreditor Deed, a Compliance Certificate, a Request, a Letter of Credit, the Report Proceeds Side Letter, the Amendment and Restatement Agreement, the Consent Request Letter, a Consent Response Form and any other document designated as such by the Facility Agent and the Original Borrower</p> <p>"Group" means the Original Borrower and each of its Subsidiaries</p> <p>"Guarantor" means the Original Guarantor or an Additional Guarantor</p> <p>"Hedging Agreement" means any agreement entered into or to be entered into by an Obligor and a Hedge Counterparty for the purpose of hedging interest rate liabilities in relation to the facilities in accordance with the Facility Agreement</p> <p>"Hedging Counterparty" means any financial institution which becomes a party to the Intercreditor Deed in accordance with the terms of the Intercreditor Deed</p> <p>"Hedging Letter" means a letter dated 12 October 2007 made between the Original Borrower and the Facility Agent relating to the interest rate hedging to be effected by the Group</p> <p>"Intercreditor Deed" means the intercreditor agreement dated 12 October 2007 between, amongst others, Cucina Acquisition (UK) Limited, Cucina Finance (UK) Limited, Barclays Bank PLC as Agent and Security Agent and the financial institutions named therein as Senior Lenders</p> <p>"Issuing Bank" means Barclays Bank PLC</p> <p>"Letter of Credit" means a letter of credit, guarantee, bond or other instrument issued or to be issued by the Issuing Bank pursuant to the Facility Agreement</p> <p>"Mortgaged Property" means the lease of land at Victoria Business Park Roche Bodmin PL26 8LX dated 20 March 2013 made between (1) Portsmouth Estates Limited and 2) Brakes Bros Limited, to be granted out of title numbers CL173554, and CL77013, ✓</p> <p>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</p>	

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Short particulars	<p>"Obligor" means a Borrower or a Guarantor, as defined in the Facility Agreement</p> <p>"Original Borrower" means Cucina Acquisition (UK) Limited</p> <p>"Original Guarantor" means Cucina Acquisition (UK) Limited</p> <p>"Real Property" means</p> <p>(a) any freehold, leasehold or immovable property, and</p> <p>(b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such freehold or leasehold property,</p> <p>and includes all Related Rights</p> <p>"Receivables Financing Facility Document" means</p> <p>(a) the Deed of Consent, Amendment and Restatement between Brake Bros Limited, W Pauley & Co Limited, Brake Bros Foodservice Limited, Brake Bros Receivables Limited, Brake Bros Holdings II Limited and Barclays Bank PLC acting through its Sales Finance division dated on or about the first Utilisation Date ("Deed of Consent, Amendment and Restatement"),</p> <p>(b) the Limited Recourse Agreement between Brake Bros Receivables Limited and Barclays Bank PLC acting through its Sales Finance division as amended and restated under the Deed of Consent, Amendment and Restatement, and</p> <p>(c) the Deed of Agreement between Brake Bros Limited, W Pauley & Co Limited, Brake Bros Foodservice Limited, Brake Bros Receivables Limited and Barclays Bank PLC acting through its Sales Finance division as amended and restated under the Deed of Consent, Amendment and Restatement</p> <p>"Receiver" means a receiver or receiver and manager or, where permitted by law, an administrative receiver of the whole or any part of the Mortgaged Property and that term will include any appointee made under a joint and/or several appointment</p> <p>"Related Rights" means, in relation to any asset</p> <p>(a) the proceeds of sale of any part of that asset,</p> <p>(b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset,</p> <p>(c) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that asset, and</p> <p>(d) any monies and proceeds paid or payable in respect of that asset</p>	

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Short particulars	<p>"Report Proceeds Side Letter" means the letter executed by Bain Capital Limited on 12 October 2007 in relation to proceeds received under the reports</p> <p>"Request" means a request for a credit delivered pursuant to the Facility Agreement</p> <p>"Secured Parties" means the Security Agent, any Receiver, any Delegate, the Facility Agent, the Issuing Bank, each Hedge Counterparty and each Lender (as defined in the Facility Agreement) from time to time party to the Facility Agreement provided that in the case of the Facility Agent and Lenders such person is party to or has acceded to the intercreditor Deed in accordance with its terms</p> <p>"Security Document" means each security document entered into pursuant to the Facility Agreement</p> <p>"Subsidiary" means</p> <p>(a) an entity of which a person has direct or indirect control or owns directly or indirectly more than 50 per cent of the voting capital or similar right of ownership and control for this purpose means the power to direct the management and the policies of the entity whether through the ownership of voting capital, by contract or otherwise, or</p> <p>(b) an entity treated as a subsidiary in the financial statements of any person pursuant to the accounting standards</p> <p>"Transfer Certificate" means any transfer certificate entered into pursuant to the Facility Agreement</p> <p>"Trust Account" has the meaning given to such term in the Receivables Financing Facility Documents</p>	

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Part C To be completed for all charges**C1****Satisfaction**

I confirm that the debt for the charge as described has been paid or satisfied

Please tick the appropriate box

☒ In full☐ In part**C2****Details of the person delivering this statement and their interest in the charge**

Please give the name of the person delivering this statement

Name

Tom Roberts

Please give the address of the person delivering this statement

Building name/number

Freshfields Bruckhaus Deringer LLP

Street

65 Fleet Street

Post town

London

County/Region

Postcode

E C 4 Y 1 H S

Please give the person's interest in the charge (e.g. chargor/chargee etc)

Person's interest in the charge

Authorised signatory on behalf of the chargor

C3**Signature**

Please sign the form here

Signature

Signature

X

 X

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Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name **Tom Roberts**

Company name **Freshfields Bruckhaus Deringer LLP**

Address **65 Fleet Street**

Post town

County/Region **London**

Postcode **E C 4 Y 1 H S**

Country **U K**

DX **LDE No 23**

Telephone **020 7716 4279**



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

- ☐ The company name and number match the information held on the public Register
- Part A Charges created before 06/04/2013**
 - ☐ You have given the charge date
 - ☐ You have given the charge number (if appropriate)
 - ☐ You have completed the Description of instrument and Short particulars in Sections A3 and A4
- ☐ **Part B Charges created on or after 06/04/2013**
You have given the charge code
- ☐ **Part C To be completed for all charges**
 - ☐ You have ticked the appropriate box in Section C1
 - ☐ You have given the details of the person delivering this statement in Section C2
 - ☐ You have signed the form



Important information

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



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