

MR01

Particulars of a charge



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

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

111090/13

☒ **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 there is
an instrument. Use form MR08

WEDNESDAY



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11/06/2014

#56

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

26 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 8 0 5 2 0 1 4

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

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

Description of Property**Title Number**

Unit A, Blackhorse Site, New Hythe Lane,
Larkfield, Aylesford, Kent

K864709

Land at Dunmow Road, Bishops Stortford,
Hertfordshire

HD373019
HD258904
HD375271
HD276879

Land on the east side of Beaufort Road,
Chelmsford, Essex

EX700456

5 & 6 Burdon Drive, North West Industrial Estate,
Peterlee, Durham

DU189710

Land to north east of Old London Road, Aber
Industrial Estate, Flint

WA344110

Land on south east side of Hoyle Mill Road,
Kinsley, Wakefield, West Yorkshire

WYK220511

Land on north east side of Wakefield Road,
Hemsworth, West Yorkshire

WYK270765

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**

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Particulars of a charge

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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 James Groves

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 3422



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:

- ☒ The company name and number match the information held on the public Register
- ☒ You have included a certified copy of the instrument with this form
- ☒ You have entered the date on which the charge was created
- ☒ You have shown the names of persons entitled to the charge
- ☒ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☒ You have given a description in Section 4, if appropriate
- ☒ You have signed the form
- ☒ You have enclosed the correct fee
- ☒ 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

MR01 - continuation page

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

Description

Description of Property

Title Number

Land to west of Isleport Road, Highbridge,
Somerset

ST77957

Plot B2 Isleport Park, Bennett Road,
Highbridge, Somerset

ST120274

Tameside Park, Dukinfield, Manchester

GM816223

Station Yard, Montgomery, Powys

WA749611
WA844758
WA816132

Land on the south side of Queensway, Rochdale
Land at Aston Fields Road, Runcorn

GM374625
CH272197
CH366013
CH339174
CH459287

Depot to north east of Dartmouth Road, Smethwick,
West Midlands

WM570313

Land on south side of Armstrong Way, Greta
Western Business Park, Yate, Avon

AV185847

Lion House, Crowhurst Road, Brighton

SX134810

Enterprise House, Nicholas Road, Eureka
Science & Business Park, Ashford

K759232

Land on the south side of Westmead Drive,
Swindon, Wiltshire

WT58111



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2035315

Charge code. 0203 5315 0026

The Registrar of Companies for England and Wales hereby certifies that a charge dated 28th May 2014 and created by BRAKE BROS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th June 2014.

JK

Given at Companies House, Cardiff on 16th June 2014



Companies House



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

Execution version

DATED **28** MAY 2014

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 11 June 2014
Clifford Chance LLP
10 Upper Bank Street
London E14 5JJ

THIS DEED is dated 28 May 2014 between

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

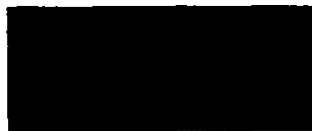
ADRIAN WHITEHEAD

Name



Director

in the presence of



Witness

Witness name WILLIAM IZOTIN

Witness address 30 ST MARKS AVE, LONDON, E23A 8AF

Witness occupation SOLICITOR

Address Brakes Head Office, Enterprise House, Lureka 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 L14 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

Name

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
<u>Brake Bros Limited</u>	
Unit A Blackhorse Site New Hythe Lane Larkfield Aylesford Kent	K864709
Land at Dunmow Road Bishops Stortford Hertfordshire	HD373019 HD258904 HD375271 HD276879
Land on the east side of Beaufort Road Chelmsford Essex	LX700456
5 & 6 Burdon Drive North West Industrial Estate Peterlee Durham	DU189710
Land to north east of Old London Road Aber Industrial Estate Flint	WA344110
Land on south east side of Hoyle Mill Road Kinsley Wakefield West Yorkshire	WYK220511
Land on north east side of Wakefield Road Hemsworth West Yorkshire	WYK270765
Land to west of Isleport Road Highbridge Somerset	S177957
Plot B2 Isleport Park Bennett Road Highbridge Somerset	S1120274
Lameside Park Dukinfield Manchester	GM816223
Station Yard Montgomery Powys	WA749611 WA844758 WA816132
Land on the south side of Queensway Rochdale Land at Aston Fields Road Runcorn	GM374625 CH272197 CH366013 CH339174 CH459287
Depot to north east of Dartmouth Road Smethwick West Midlands	WM570313
Land on south side of Armstrong Way Greta Western Business Park Yate Avon	AV185847
Lion House Crowhurst Road Brighton	SX134810
Enterprise House Nicholas Road Eureka Science & Business Park Ashford	K759232
Land on the south side of Westmead Drive Swindon Wiltshire	W158111

James Groves

Clifford Chance LLP

Tel no 02070063422

james.groves@cliffordchance.com