

MR01

Particulars of a charge

113324/13

Laserform

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

☒ **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 no
instrument Use form MR08

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

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 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 must be scanned and placed on the public record. **Do not send the original.**



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03/11/2015

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COMPANIES HOUSE

For official use

1 Company details

Company number 02035315 ✓

Company name in full Brake Bros Limited ✓

→ **Filing 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 02/11/2015 ✓

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

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4 Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

Please see continuation page for further details

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5 Other charge or fixed security

Does the instrument include a charge (which is not a floating 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 company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box


☐ Yes

☒ No

8 Trustee statement

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

☐

 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

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 **Bhavin Bhatt**

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

- ☒ 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 Linnenhall, 32-38 Linnenhall 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

Continuation page to MR01 - particulars of charge

Section 4 continued

The **Mortgaged Property** as listed below, and 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

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
Land at Steel Road and Sondes Road, Corby, Northants	NN180271 NN229657
Lease of Land at Victoria Business Park Roche Bodmin PL26 8LX dated 27 February 2013 made between (1) Portsmouth Estates Limited and (2) Brake Bros Limited	CL298300
Lease of Palmer Road, A1 Triangle, Gonerby Moor Grantham dated 20 December 2012 made between (1) Inflation-Linked Properties LP and (2) Brake Bros Limited	LL339612
Lease of Units 1-4, Baird Way, Thetford dated 20 December 2012 made between (1) ASDA Trustees (Nominee) Limited and (2) Brake Bros Limited	NK426191
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
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	GM374625
Land at Aston Fields Road, Runcom	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	K759232
Science & Business Park, Ashford	
Land on the south side of Westmead Drive, Swindon, Wiltshire	WT58111

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2035315

Charge code: 0203 5315 0030

The Registrar of Companies for England and Wales hereby certifies that a charge dated 2nd November 2015 and created by BRAKE BROS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd November 2015.

Df

Given at Companies House, Cardiff on 9th November 2015



Companies House



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

DATED 2 November 2015

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 Clifford Chance LLP

Date 2/11/2015

Clifford Chance LLP
10 Upper Bank Street
London E14 5JJ



[illegible]

— — — — —

[illegible]

THIS DEED is dated 2 November 2015 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

KENNETH MEMEIKAN

Name


Director

in the presence of


Witness

Witness name

SARAH WHIBLEY

Witness address:

ENTERPRISE HOUSE, EUREKA BUSINESS PARK, KENT

Witness occupation.

SOLICITOR

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~~ Emma Shamer

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 ¹	HP763154
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Lease of Land at Victoria Business Park Roche Bodmin PL26 8LX dated 27 February 2013 made between (1) Portlemouth Estates Limited and (2) Brake Bros Limited	CL298300
Lease of Palmer Road, A1 Triangle, Gonerby Moor Grantham dated 20 December 2012 made between (1) Inflation-Linked Properties LP and (2) Brake Bros Limited	LL339612
Lease of Units 1-4, Baird Way, Thetford dated 20 December 2012 made between (1) ASDA Trustees (Nominee) Limited and (2) Brake Bros Limited	NK426191
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 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	ST77957
Plot B2 Isleport Park, Bennett Road, Highbridge, Somerset	ST120274
Station Yard, Montgomery, Powys	WA749611 WA844758 WA816132
Land at Aston Fields Road, Runcom	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	K759232
Science & Business Park, Ashford	
Land on the south side of Westmead Drive, Swindon, Wiltshire	WT58111