

MR01

Particulars of a charge

V111921/13



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 MR01

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.
If the form is 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
scanned and placed on the public record. **Do not send the original**



R4K4BCR7

RCS

13/11/2015

#75

COMPANIES HOUSE

FRIDAY

1 Company details

Company number 0 2 0 3 5 3 1 5

Company name in full BRAKE BROS LIMITED

3 3 For official use

→ **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 d 0 d 9 m 1 m 1 y 2 y 0 y 1 y 5

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

Registered Number 01026167

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

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

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

Brief description

All and whole subjects at 14 Dunnet Way, East Mains Industrial Estate, Broxburn, West Lothian registered in the Land Register of Scotland under Title Number WLN30144

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 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

For and on behalf of CMS Cameron McKenna 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 0Z4484 07093

Company name CMS Cameron McKenna LLP

Address Saltire Court

20 Castle Terrace

Edinburgh

Post town

County/Region

Postcode E H 1 2 E N

Country

DX DX553001

Telephone 0131 226 3626



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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number 2035315

Charge code: 0203 5315 0033

The Registrar of Companies for England and Wales hereby certifies that a charge dated 9th November 2015 and created by BRAKE BROS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 13th November 2015

DX

Given at Companies House, Cardiff on 20th November 2015



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

CERTIFIED AS A TRUE AND
COMPLETE COPY OF THE
ORIGINAL SAVE FOR
REDACTIONS UNDER
S.859G COMPANIES ACT 2006

Date. 13/11/2015

CMS Cameron McKenna LLP,
Saltire Court, 20 Castle Terrace,
Edinburgh EH1 2EN

STANDARD SECURITY

by

BRAKE BROS LIMITED

to

BARCLAYS BANK PLC as Agent and Trustee

over the Properties referred to herein

Ref LAKI/DACM/0Z2059

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WE, BRAKE BROS LIMITED, a company incorporated under the Companies Acts in England and Wales (Company Number 02035315) whose registered office is at Enterprise House, Eureka Business Park, Ashford, Kent TN25 4AG (herein referred to as **the Chargor**) **HEREBY IN SECURITY** of the Amended Secured Obligations **GRANT a STANDARD SECURITY** in favour of **BARCLAYS BANK PLC**, a company incorporated under the Companies Acts in England (Registered Number 01026167) and having its Registered Office at 1 Churchill Place, London, E14 5HP and its successors and assignees all as security agent and trustee for the Secured Parties on the terms and conditions set out in the Intercreditor Deed (the **Security Agent** which expression shall include its successors and assignees and any person for the time being appointed as security agent or as an additional security agent for the purpose of, and in accordance with, the Intercreditor Deed) over **ALL and WHOLE** the Subjects **TOGETHER WITH** (One) the whole buildings and other erections thereon, (Two) the fixtures and fittings therein and thereon, (Three) the parts, privileges and pertinents thereof, and (Four) the Chargor's whole right title and interest, present and future, therein and thereto (which subjects and others are herein referred to as **the Property** which expression shall also include each of them and any part or parts thereof),

1 DEFINITIONS

- 1.1 Capitalised terms and expressions used in this Standard Security shall have the same meanings and definitions as those ascribed thereto in the Facilities Agreement and/or the Debenture unless otherwise defined herein and
- 1.1.1 **Amended Secured Obligations** means the Secured Obligations (as defined in the Original Debenture), the Amended Secured Obligations (as defined in the First Supplemental Charge) and the Amended Secured Obligations (as defined in the Second Supplemental Charge) and including, for the avoidance of doubt, such obligations arising under the Finance Documents on and after the date of the E Facility Commitment Notice Tranche E3 and including, for the further avoidance of doubt, the E Term Loan Facility Obligations,
- 1.1.2 **Debenture** means the Original Debenture as supplemented by (i) the First Supplemental Charge, (ii) the Second Supplemental Charge, and (iii) the Third Supplemental Charge,
- 1.1.3 **Debenture Accession Deed** means the debenture accession deed dated 10 December 2007 from The Companies (as defined in the Third Supplemental Charge) to the Security Agent,
- 1.1.4 **Enforcement Event** means an Event of Default in respect of which notice has been served under Clause 24.17 (*Acceleration*) of the Facilities Agreement,
- 1.1.5 **E Facility Commitment Notice Tranche E3** has the meaning given to that term in the Third Supplemental Charge,

- 1.1.6 **E Term Loan Facility Obligations** means all money, obligations or liabilities due, owing or incurred to any E Facility Lender or other Secured Party in respect of the E Term Loan Facility (including, without limitation, in respect of the amounts made available pursuant to the E Facility Commitment Notice Tranche E3) at present or in the future, whether actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, and regardless of the quantum of such amount and the date at which any such amount is incurred, and regardless of the fact that the quantum of such obligations are not capable of being determined as at the date of this Standard Security,
- 1.1.7 **Facilities Agreement** means the senior facilities agreement dated 12 October 2007 (as amended on 10 December 2007 and on 11 July 2008 and as amended and restated on 30 November 2012 and 21 November 2013 and as further amended on 24 December 2013 and 23 June 2014) between, among others, Cucina Acquisition (UK) Limited as Original Borrower and Original Guarantor, and Barclays Bank PLC as Facility Agent and Security Agent (as amended from time to time),
- 1.1.8 **First Supplemental Charge** means the supplemental deed of charge dated 21 November 2013, supplemental to the Original Debenture, between (amongst others) Cucina Acquisition (UK) Limited and the Security Agent,
- 1.1.9 **Original Debenture** means debenture dated 12 October 2007 between Cucina Acquisition (UK) Limited and the Security Agent, as supplemented by the Debenture Accession Deed,
- 1.1.10 **Insurance Policy** means any policy of insurance in which the Chargor may from time to time have an interest,
- 1.1.11 **Second Supplemental Charge** means the supplemental deed of charge dated 28 May 2014, supplemental to the Original Debenture and the First Supplemental Charge, between (amongst others) Cucina Acquisition (UK) Limited and the Security Agent
- 1.1.12 **Secured Parties** means the Security Agent, any Receiver or Delegate (as defined in the Intercreditor Deed), the Facility Agent, the Issuing Bank, each Hedge Counterparty and each Lender from time to time party to the Facilities 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,
- 1.1.13 **Standard Conditions** means the Standard Conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 as amended and any lawful variation thereof operative for the time being,

- 1 1 14 **Subjects** means ALL and WHOLE 14 Dunnet Way, East Mains Industrial Estate, Broxburn, West Lothian registered in the Land Register of Scotland under Title Number WLN30144,
- 1 1 15 **Third Supplemental Charge** means the Supplemental Deed of Charge entered into in relation to the Original Debenture among Cucina Acquisition (UK) Limited and The Companies and the Security Agent dated on or around the date of this Standard Security
- 1 2 In this Standard Security
 - 1 2 1 the rules of interpretation contained in (i) Clause 1 2 (*Construction*) of the Facilities Agreement and (ii) Clause 1 3 (*Construction*) of the Original Debenture shall, where relevant, apply to the construction of this Standard Security,
 - 1 2 2 any reference to the **Security Agent**, a **Chargor**, the **Facility Agent** or the **Secured Parties** shall be construed so as to include its or their (and any subsequent) successors and any permitted transferees in accordance with their respective interests, and
 - 1 2 3 in the absence of reference to another document references in this Standard Security to any Clause or Schedule shall be to a clause or schedule contained in this Standard Security
- 1 3 If the Security Agent considers that an amount paid or credited to it or any other Secured Party is capable of being avoided or reduced or otherwise set aside on the bankruptcy, insolvency, liquidation or similar laws the liability of the Chargor under this Standard Security shall continue and such amount shall not be considered to have been irrevocably paid
- 2 **OBLIGATION TO PAY**

The Chargor undertakes to the Security Agent as security agent for the Secured Parties that it shall on demand of the Security Agent pay and discharge the Amended Secured Obligations when due in accordance with its terms
- 3 **NATURE OF CHARGE**
 - 3 1 The charge created hereby shall be a continuing security
 - 3 2 The Chargor undertakes that it shall not, at any time during the subsistence of this Standard Security create or permit to subsist any Security over all or any part of the Property other than Security permitted pursuant to the Facilities Agreement
 - 3 3 The Chargor undertakes that it shall not (and shall not agree to) at any time during the subsistence of this Standard Security except as permitted pursuant to the Facilities Agreement or by this Clause 3 3

- 3 3 1 Execute any conveyance, disposition transfer, lease or assignment of, or other right to use or occupy, all or any part of the Property,
- 3 3 2 Create any interest in, or over, or otherwise relating to, all or any part of the Property,
- 3 3 3 (1) grant or vary, or accept any renunciation, or cancellation or disposal or, any lease, tenancy, licence, consent or other right to occupy in relation to any of the Property or (2) allow any person any right to use or occupy or to become entitled to assert any proprietary interest in, or right over, the Property which may, in each case, adversely affect the value of any of the Property or the ability of the Security Agent to exercise any of rights, powers and remedies of the Security Agent provided by or pursuant to this Standard Security or the Debenture or by law

4 INCORPORATION OF CONDITIONS AND VARIATION OF STANDARD CONDITIONS

- 4 1 The whole terms, undertakings, obligations, powers, rights, provisions and others of and contained in the Facilities Agreement and the Debenture are held to be incorporated in and shall be deemed to form part of this Standard Security and repeated *mutatis mutandis* The Standard Conditions shall also apply and the Chargor agrees
 - 4 1 1 that the Standard Conditions shall be varied in accordance with (1) the Facilities Agreement, (2) the Debenture and (3) the conditions contained in this Standard Security,
 - 4 1 2 that the undertakings and obligations on the debtor's part and the rights of the creditor contained in the Standard Conditions shall be in addition to and not in substitution for the undertakings and obligations on the part of the Chargor and the rights of the Secured Parties contained in this Standard Security, the Facilities Agreement and the Debenture, and
 - 4 1 3 that for purposes of Standard Condition 9, the Chargor shall be held to be in default in any of the events constituting an Event of Default
- 4 2 Standard Conditions 1 and 2 shall be modified to the effect that it shall be an obligation on the Chargor to
 - 4 2 1 repair and keep in good and substantial repair and condition to the reasonable satisfaction of the Security Agent the Property,
 - 4 2 2 not at any time without the prior written consent of the Security Agent sever or remove any of the fixtures forming part of the Property or any of the plant or machinery (other than stock in trade or work in progress) on or in the Property (except for the purpose of any necessary repairs or replacement of it), and

- 4 2 3 comply with and observe and perform (1) all applicable requirements of all planning and environmental legislation, regulations and bye-laws relating to the Property, (2) any conditions attaching to any planning permissions relating to or affecting the Property and (3) any notices or other orders made by any planning, environmental or other public body in respect of all or any part of the Property
- 4 3 If the Chargor falls to comply with any of the undertakings contained in Clause 4 2, the Security Agent shall be entitled (with such agents, contractors and others as it sees fit), to do such things as may in the reasonable opinion of the Security Agent be required to remedy such failure and all monies spent by the Security Agent in doing so shall be reimbursed by that Chargor on demand with interest from the date of payment by the Security Agent until reimbursed in accordance with Clause 2 2 (*Interest on Demands*) of the Original Debenture
- 4 4 Standard Condition 5 shall be extended to the effect that the Chargor shall at all times during the subsistence of this Standard Security
- 4 4 1 keep the Property insured in accordance with the terms of the Facilities Agreement,
- 4 4 2 promptly pay all premiums and other monies payable under all its Insurance Policies and promptly upon request, produce to the Security Agent a copy of each policy and evidence (reasonably acceptable to the Security Agent) of the payment of such sums, and
- 4 4 3 if required by the Security Agent (but subject to the provisions of any lease of the Property), deposit all Insurance Policies relating to the Property with the Security Agent
- 4 5 If the Chargor defaults in complying with Clause 4 4, the Security Agent may effect or renew any such insurance on such terms, in such name(s) and in such amount(s) as it reasonably considers appropriate, and all monies expended by the Security Agent in doing so shall be reimbursed by that Chargor to the Security Agent on demand and shall carry interest from the date of payment by the Security Agent until reimbursed at the rate specified in Clause 2 2 (*Interest on Demands*) of the Original Debenture
- 4 6 All monies received under any Insurance Policies relating to the Property shall (subject to the rights and claims of any person having prior rights to such monies), prior to the occurrence of an Enforcement Event, be applied in accordance with the terms of the Facilities Agreement, after the occurrence of an Enforcement Event, the Chargor shall hold such monies upon trust for the Security Agent pending payment to the Security Agent for application in accordance with Clause 17 (*Application of Monies*) of the Original Debenture and the Chargor waives any right it may have to require that any such monies are applied in reinstatement of any part of the Property

5 COMPLIANCE WITH LEASES AND TITLE CONDITIONS

5 1 The Chargor shall, in relation to any lease, agreement for lease or other right to occupy to which all or any part of the Property is at any time subject

5 1 1 pay the rents (if the tenant) and observe and perform in all material respects the obligations, conditions and obligations imposed (if the landlord) on the landlord or, (if the tenant) on the tenant, and

5 1 2 not do any act or thing whereby any lease or other document which gives any right to occupy any part of the Property becomes or may become subject to determination or any right of re-entry or irritancy prior to the expiration of its term, and

5 1 3 duly and punctually comply with, and indemnify each Secured Party in respect of any breach of, any title condition, obligation or stipulation (restrictive or otherwise) affecting the Property

6 NEGATIVE PLEDGE AND DISPOSALS**6 1 Negative Pledge**

The Chargor undertakes that it shall not, at any time during the subsistence of this Standard Security create or permit to subsist any Security over all or any part of the Subjects other than Security permitted pursuant to the Facilities Agreement

6 2 No Disposal of Interests

The Chargor undertakes that it shall not (and shall not agree to) at any time during the subsistence of this Standard Security, except as permitted pursuant to the Facilities Agreement or by this Clause 6

6 2 1 execute any conveyance, transfer, lease or assignment of, or other right to use or occupy, all or any part of the Subjects,

6 2 2 create any legal or equitable estate or other interest in, or over, or otherwise relating to, all or any part of the Subjects, or

6 2 3 (a) grant or vary, or accept any surrender, or cancellation or disposal of, any lease, tenancy, licence, consent or other right to occupy in relation to the Subjects or (b) allow any person any right to use or occupy or to become entitled to assert any proprietary interest in, or right over, the Subjects, which may, in each case, adversely affect the value of the Subjects or the ability of the Security Agent to exercise any of the Collateral Rights

7 **DEFAULT**

Upon any Event of Default the Chargor agrees that the Security Agent shall have the right to grant leases or sub-leases or vary or amend, surrender or renounce leases or sub-leases of the whole or any part of the Property in such manner and not limited to grants of seven years or less as the Security Agent may think fit

8 **CONFLICT**

Where any conflict between (1) the Standard Conditions and (2) the conditions contained in this Standard Security, the Facilities Agreement, or the Debenture shall arise, this Standard Security, the Facilities Agreement, or the Debenture shall prevail and shall have effect in preference to the Standard Conditions. Where any conflict between (1) this Standard Security, the Debenture, and (2) the Facilities Agreement shall arise, the Facilities Agreement shall prevail and shall have effect in preference to this Standard Security, or the Debenture

9 **FURTHER ASSURANCES**

9 1 The Chargor shall promptly at its own cost do all such acts (excluding investigating title, providing surveys or conducting diligence unless the nature of the Property is such that such acts would be reasonably appropriate in the circumstances) or execute all such documents (including assignments, dispositions, transfers, charges, notices and instructions) as the Security Agent may reasonably specify (and in such form as the Security Agent may reasonably require in favour of the Security Agent or its nominee(s))

9 1 1 To perfect the security created or intended to be created in respect of the Property rights, powers and remedies of the Security Agent under this Standard Security, the Debenture or by law,

9 1 2 To facilitate the realisation of the Property

10 **ATTORNEY**

10 1 The Chargor by way of security irrevocably appoints the Security Agent to be its attorney and, following the occurrence of an Enforcement Event in its name, on its behalf and as its act and deed to execute, deliver and perfect all documents and do all things which the attorney may consider to be required or desirable for

10 1 1 carrying out any obligation imposed on the Chargor by this Standard Security or any other agreement binding on the Chargor to which the Security Agent is party (including the execution and delivery of any dispositions, deeds, charges, assignments or other security and any transfers of the Property), and

10.1.2 enabling the Security Agent to exercise, or delegate the exercise of, any of the rights, powers and authorities conferred on them by or pursuant to this Standard Security or by law

10.2 The Chargor shall ratify and confirm all things lawfully done and all documents executed by any attorney in the proper exercise or purported exercise of all or any of his powers

11 NEW ACCOUNT

If the Security Agent (acting in its capacity as security agent or otherwise) or any of the other Secured Parties at any time receives or is deemed to have received notice of any subsequent Security affecting all or any part of the Property or any assignment or transfer of the Property which is prohibited by the terms of this Standard Security or the Debenture or the Facilities Agreement, all payments thereafter by or on behalf of the Chargor to the Security Agent (whether in its capacity as security agent or otherwise) or any of the other Secured Parties shall be treated as having been credited to a new account of the Chargor and not as having been applied in reduction of the Secured Obligations as at the time when the Security Agent received such notice

12 EXPENSES AND INDEMNITY

12.1 The Chargor shall, from time to time on demand of the Security Agent, reimburse the Security Agent for all the costs and expenses (including legal fees) incurred in connection with this Standard Security in accordance with Clause 30 (*Expenses*) of the Facilities Agreement

12.2 The Chargor shall, notwithstanding any release or discharge of all or any part of the security, indemnify the Security Agent, its agents and attorneys in connection with this Standard Security or otherwise in relation to the Property in accordance with Clause 29 (*Indemnities and Break Costs*) of the Facilities Agreement

13 NOTICES

All notices or other communications under or in connection with this Standard Security shall be served in accordance with the provisions of Clause 25 (*Notices*) of the Original Debenture

14 WARRANDICE

The Chargor grants warrandice

15. MARGINAL HEADINGS

The Marginal Notes or headings herein are inserted for convenience only and do not affect the meaning, effect or interpretation of these presents

16 SEVERABILITY

If any provision in this Standard Security is prohibited or unenforceable in any jurisdiction, the prohibition or unenforceability, shall not invalidate the remaining provisions of this Standard Security or affect the validity or enforcement of the provisions in any other jurisdiction

17. CERTIFICATION

The Chargor certifies that this Standard Security does not contravene any of the provisions of the Memoranda and Articles of Association of the Chargor or any document under which the Chargor is constituted

18 GOVERNING LAW

This Standard Security and any non-contractual obligations arising out of or in connection with it are governed by Scots law

19 JURISDICTION

- 19 1 The courts of Scotland have exclusive jurisdiction to settle any dispute arising out of or in connection with this Standard Security (including a dispute relating to the existence, validity or termination of this Standard Security or any non-contractual obligation arising out of or in connection with this Standard Security) (a Dispute)
- 19 2 The parties to this Standard Security agree that the courts of Scotland are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary
- 19 3 This Clause 19 is for the benefit of the Security Agent only. As a result, the Security Agent shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Security Agent may take concurrent proceedings in any number of jurisdictions

20 **CONSENT TO REGISTRATION**

The Chargor consents to registration hereof for preservation and execution **IN WITNESS**
WHEREOF these presents consisting of this and the preceding nine pages are executed for
and on behalf of the said **BRAKE BROS LIMITED** as follows

at Ashford on 27 October 2015

by



Director

KENNEDY MEMERAN

Full Name of Director



Witness

SARAH WHIBLEY

Full Name of Witness

ENTERPRISE HOUSE, EUREKA

BUSINESS PARK, ASHFORD

Address of Witness