



Registration of a Charge

LLP name: **SOUTH HEREFORD GARAGES TRADE PARTS LLP**

LLP number: **OC329367**



X4MHG9LI

Received for Electronic Filing: **18/12/2015**

Details of Charge

Date of creation: **14/12/2015**

Charge code: **OC32 9367 0002**

Persons entitled: **BARCLAYS BANK PLC AS SECURITY TRUSTEE**

Brief description: **FIXED CHARGES OVER ALL LAND AND INTELLECTUAL PROPERTY OWNED BY THE COMPANY AT ANY TIME**

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 AS APPLIED BY THE LIMITED LIABILITY PARTNERSHIPS (APPLICATION OF**

**COMPANIES ACT 2006) REGULATIONS 2009 THE ELECTRONIC
COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION
FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL
INSTRUMENT.**

Certified by:

PAUL CASTLE



CERTIFICATE OF THE REGISTRATION OF A CHARGE

LLP number: OC329367

Charge code: OC32 9367 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 14th December 2015 and created by SOUTH HEREFORD GARAGES TRADE PARTS LLP was delivered pursuant to Part 25 of the Companies Act 2006 as applied by The Limited Liability Partnerships (Application of Companies Act 2006) (Amendment) Regulations 2013 on 18th December 2015 .

Given at Companies House, Cardiff on 21st December 2015

The above information was communicated by electronic means and authenticated
by the Registrar of Companies under the Limited Liability Partnership
(Application of the Companies Act 2006) Regulations 2009 SI 2009/1804



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Deed of Accession of New Chargor

THIS DEED OF ACCESSION dated 14 December 2015 is made between:

- (1) South Hereford Garages Trade Parts LLP, a company incorporated in England and Wales with company number OC329367 of Vertu House, Fifth Avenue Business Park, Team Valley, Gateshead, Tyne and Wear, NE11 0XA (the "**New Chargor**");
- (2) Vertu Motors plc, a company incorporated in England and Wales with company number 05984855 of Fifth Avenue Business Park, Team Valley, Gateshead, Tyne and Wear, NE11 0XA for itself and as agent for and on behalf of each of the other Chargors named in the Debenture referred to below, (the "**Company**"); and
- (3) Barclays Bank PLC, in its capacity as trustee and security agent for the Beneficiaries (including itself) in relation to the Security Documents (the "**Security Trustee**" which expression includes such other trustee and security agent as may from time to time be appointed in that capacity pursuant to clause 15.10 of the Intercreditor Agreement).

BACKGROUND

- (A) The New Chargor is a wholly owned subsidiary of the Company.
- (B) The Company entered into a debenture dated 27 March 2007 (as supplemented and amended by Deeds of Accession or otherwise from time to time, the "**Debenture**") made between, amongst others, the Company, each of the other companies named therein as Chargors, and the Security Trustee as trustee and security agent for itself and certain other banks and financial institutions referred to in the Debenture as the "**Beneficiaries**".
- (C) The New Chargor has at the request of the Company and in consideration of the Beneficiaries making or continuing to make facilities available to the Company or any other member of the Group determined to enter into this deed and thereby become a Chargor under the Debenture.

OPERATIVE PROVISIONS:

1. DEFINITIONS

Terms defined and construed (whether directly or by reference) in the Debenture shall have the same meaning and construction in this deed.

2. ACKNOWLEDGEMENT

The New Chargor acknowledges that:

- 2.1 it has given due consideration to the terms and conditions of the Finance Documents (including the Debenture) and has satisfied itself that there are reasonable grounds for believing that by executing this deed the New Chargor will derive commercial benefit; and
- 2.2 that it enters into this deed in good faith and for the purposes of its business.

3. **AGREEMENT**

The New Chargor hereby agrees to accede and become a party to and to be bound by the terms of the Debenture as a Chargor with immediate effect.

4. **EFFECT OF ACCESSION**

The Debenture shall henceforth be read and construed for all purposes as if the New Chargor had been an original party thereto in the capacity of Chargor (but so that the security created consequent on such accession shall be created on the date of this deed).

5. **REPRESENTATIONS, WARRANTIES ETC**

The New Chargor hereby gives and agrees and undertakes to be bound by all the representations, warranties, covenants, undertakings, indemnities and agreements in the Debenture which are expressed to be given by or binding on a Chargor.

6. **GRANT OF SECURITY**

6.1 **Full title guarantee**

All the security created or given by the New Chargor, whether under this deed or by the Debenture is given and made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

6.2 **Implied Covenants**

The covenants set out in sections 2 to 5 of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to bind the New Chargor only if, in any case, the relevant covenant imposes upon the New Chargor a burden, liability or obligation that would not otherwise arise under this deed or the Debenture.

6.3 **General provisions**

All the security created or given by the New Chargor, whether under this deed or by the Debenture is granted in favour of the Security Trustee as trustee and security agent for the Beneficiaries as a continuing security for the payment, discharge and performance of the Secured Obligations.

6.4 **Security over all assets**

The New Chargor now grants to the Security Trustee in relation to its assets and undertaking the same mortgages, charges, assignments and other security as are set out in clause 3 (*Charging clause*) of the Debenture, to the intent that its mortgages, charges, assignments and other security shall be effective and binding upon it and its assets and undertaking and shall not in any way be avoided, discharged or released or otherwise adversely affected by any ineffectiveness or invalidity of the Debenture or of any other party's execution of the Debenture or any other Deed of Accession, or by any avoidance, invalidity, discharge or release of any guarantee, assignment or charge contained in the Debenture or in any other Deed of Accession.

7. **AGREEMENT AND CONSENT BY CHARGORS**

The Company, for itself and as agent for and on behalf of all other Chargors under the Debenture, hereby agrees and consents to all matters provided for in this deed.

8. **CONSTRUCTION**

The Debenture shall continue in full force and effect but amended with effect from the date of this deed in the manner and to the extent provided in this deed; and the Debenture and this deed shall henceforth be read as one and so that references in the Debenture to "**this deed**", "**herein**" and similar phrases shall be deemed to include this deed.

9. **GOVERNING LAW**

This deed and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in all respects in accordance with English law.

10. **OWNERSHIP OF DEED**

This deed and every counterpart is the property of the Security Trustee.

This deed of accession is made and delivered as a deed on the date given on page 1.

The New Chargor

EXECUTED as a deed by [REDACTED]

duly authorised by South Hereford Garages
Limited to sign on its behalf as member of South
Hereford Garages Trade Parts LLP

Member [REDACTED]

Witness signature: [REDACTED]

Name: [REDACTED]

Address: [REDACTED]

Occupation: [REDACTED]

The Company

EXECUTED as a deed by)
Vertu Motors Plc)
acting by one director in the presence of:)

Director

Witness signature: [REDACTED]

Name: [REDACTED]

Address: [REDACTED]

Occupation: [REDACTED]

The Security Trustee

EXECUTED as a deed by)
as attorney for Barclays Bank PLC)
in the presence of:)

as attorney for **Barclays Bank PLC**

Witness signature:

Name:

Address:

Occupation: