

MR01

Particulars of a charge



Companies House

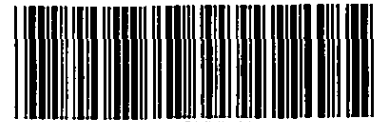
A fee is payable with this form.
Please see 'How to pay' on the
last page

You can use the WebFiling
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 the charge
instrument Use form MR01

WEDNESDAY



A33

A2MZXXX6
11/12/2013
COMPANIES HOUSE

#272

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 0 0 5 2 0 9 9

Company name in full S A Brain & Company, Limited (the "Company") ✓

32

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 2 0 m 1 1 y 2 0 1 3 ✓

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 S A Brain & Company Pension Trustee Company Limited ✓

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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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

Floating Charge (the "Charge") ✓

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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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



X

This form must be signed by a person with an interest in the charge.

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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

Charles Brain

Company name

S A Brain & Co Ltd

Address

The Cardiff Brewery

PO Box 53

Post town

Cardiff

County/Region

Postcode

C F 1 0 1 S P

Country

DX

Telephone



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 NR 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: 52099

Charge code: 0005 2099 0032

The Registrar of Companies for England and Wales hereby certifies that a charge dated 20th November 2013 and created by S.A.BRAIN & COMPANY,LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th December 2013.

Given at Companies House, Cardiff on 13th December 2013



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES


Dated 20th November 2013

S.A. BRAIN & COMPANY LIMITED

to

S.A. BRAIN & COMPANY PENSION TRUSTEE COMPANY LIMITED

Floating Charge

*This is a certified
copy of the original*

C. McBRAIN

This Floating Charge by way of deed made the 20th day of November 2013

Between

(1) **S.A. BRAIN & COMPANY, LIMITED** registered in England and Wales with company number 00052099 whose registered office is at The Cardiff Brewery, Crawshay Street, Cardiff CF10 1SP (the "Chargor"), and

(2) **S.A. BRAIN & COMPANY PENSION TRUSTEE COMPANY LIMITED** registered in England and Wales with company number 07160365 whose registered office is at The Cardiff Brewery, Crawshay Street, Cardiff CF10 1SP (the "Chargee")

WITNESSES as follows

Floating Charge as security for the Debt

- 1 This Floating Charge shall be security for the payment and discharge of the Debt mentioned in clause 2 below
- 2 The Debt is all money and liabilities whether now or in the future due from the Chargor to the Chargee ("the Debt")

The Agreement to pay the Debt

- 3 The Chargor agrees to pay and discharge the Debt when the same is due to be paid and discharged

Security given over the Chargor's Assets

- 4 The Chargor, with full title guarantee, and as security for the payment and discharge of the Debt, charges by way of floating charge, all the undertaking of the Chargor and all its property whatsoever and wheresoever both present and future (collectively called the "charged property")

Chargee's ability to convert Floating Charge

- 5 The Chargee may, on the happening of any of the events mentioned in clause 6 below, by notice in writing to the Chargor, convert the floating charge created by clause 4 above into a fixed charge in respect of such of the property of the Chargor as may be specified in such notice

When the Floating Charge becomes enforceable

- 6 The Chargee may by written notice to the Chargor convert the floating charge into a fixed charge as regards any of the Property specified in the notice in the event that -
 - (a) Payment default the Chargor fails to pay any sum due from it to the Chargee on the due date unless such non-payment is due solely to administrative or technical delays in the transmission of funds and payment is made promptly after the cause of any such delay is remedied,
 - (b) Attachment a creditor or encumbrancer attaches or takes possession of, or a distress, execution, sequestration or other process is levied or enforced upon or sued out against, the whole or any part of the assets of the Chargor and such attachment or process is not discharged within 21 days,

- (c) Suspension of payments the Chargor suspends or threatens to suspend payment of its debts or is, or is deemed for the purposes of any applicable law to be, unable to pay its debts as they fall due or admits inability to pay its debts as they fall due or proposes or enters into any assignment, composition or other arrangement for the benefit of its creditors generally or any class of creditors,
- (d) Winding-up and administration a meeting of the Chargor is convened for the purpose of considering any resolution for (or to petition for) its winding-up or its administration or any such resolution is passed, or any order for the winding-up or administration of the Chargor is made, or
- (e) Appointment of officers any liquidator, trustee in bankruptcy, judicial custodian, compulsory manager, receiver, administrative receiver, administrator or similar officer is appointed over or in respect of the Chargor or any part of its business or assets or the directors of the Chargor request the appointment of a liquidator, receiver, administrative receiver, administrator or similar officer

Appointment of Administrator

- 7 (a) The floating charge created by this Floating Charge is intended to be a qualifying floating charge as defined by paragraph 14 of schedule B1 to the Insolvency Act 1986 (inserted by section 247 of and schedule 16 to the Enterprise Act 2002)
- (b) At any time after having been requested to do so by the Chargor, or after this Floating Charge has become enforceable (and whether or not any of the events mentioned in Clause 6 are continuing), the Chargee may appoint by deed or by writing under the hand of a duly authorised officer of the Chargee, or otherwise, any one or more persons to be administrator ("Administrator") These expressions shall, where necessary, include any person substituted as Administrator of all or any part of the charged property
- (c) The Chargee may (so far as it is lawfully able to do so) from time to time by deed or by writing under the hand of a duly authorised officer of the Chargee, or otherwise, remove any person appointed to be Administrator and may in a similar way appoint another in his place

Powers of Administrator

- 8 The Administrator shall have the statutory powers in schedule 1 of the Insolvency Act 1986

Rights of the Chargee

- 9 The rights and remedies of the Chargee under this Floating Charge are in addition to, and not in substitution for, any rights or remedies provided by law
- 10 The restriction on the right of consolidating mortgages contained in Section 93 of the Law of Property Act 1925 shall not apply to this Floating Charge

Notices, Governing Law and Jurisdiction

- 11 Any notice to be given by the Chargee to the Chargor may be given by letter addressed to the Chargor and delivered to any officer of the Chargor at any place or sent by first-class post to, or left at the registered office of, the Chargor If sent by post it shall be regarded as having been made or given at noon on the second day following the day the letter was posted
- 12 (a) This Floating Charge will be governed by and construed in accordance with English law and all claims and disputes (including non-contractual claims and disputes)

arising out of or in connection with this Floating Charge, its subject matter, negotiation or formation will be determined in accordance with English law

- (b) Both the Chargor and the Chargee submit to the non-exclusive jurisdiction of the courts of England and Wales in relation to all claims, disputes, differences or other matters (including non-contractual claims, disputes, differences or other matters) arising out of or in connection with this Floating Charge

Transfer of Rights

- 13 Neither the Chargor nor the Chargee shall be entitled to assign, transfer or sub-contract any of its rights or obligations under this Floating charge

Severance and Modification - Unenforceability

- 14 (a) If any of the clauses (or part of a clause) of this floating Charge becomes invalid or unenforceable in any way under any law, the validity of the remaining clauses (or part of a clause) will not in any way be affected or impaired
- (b) If any invalid or unenforceable clause mentioned above (or part of a clause) would not be invalid or unenforceable if its form or effect were modified in any way, it shall be deemed to have the modified form or effect so long as the Chargee consents

Chargor's compliance with Memorandum (if any) and Articles of Association

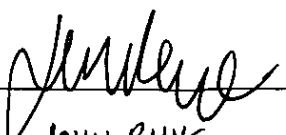
- 15 The Chargor confirms that this Floating Charge does not contravene any of the provisions of its Memorandum (if any) and Articles of Association

H.M. Land Registry


- 16 It is agreed that the charge created by this deed will not be registered against any of the Chargor's property at H M Land Registry save where the Chargee has served a notice under clause 6

IN WITNESS this Deed has been executed and is intended to be and is delivered on the date first mentioned above

Signed as a Deed by S A Brain & Company Limited acting by

Signature  Director
JOHN RHYS


in the presence of

Signature  Witness
Name of witness Mrs Alison Partridge


Address of witness 35 Jestyn Close The Drope CARDIFF CF54UR

Occupation of witness PA to Chairman, Chief Executive & Board
of Directors at S A Brain & Co LTD

Signed as a Deed by S A Brain & Company Pension Trustee Company Limited acting by

Signature  Director
CHARLES BRAIN

in the presence of

Signature  Witness
Name of witness Mrs Alison Partridge

Address of witness 35 Jestyn Close, The Drope, Cardiff CF54UR

Occupation of witness PA to Chairman, Chief Executive & Board
of Directors at S A Brain & Co LTD.