



**Registration of a Charge**

Company name: **GLOBAL AUTOCARE LIMITED**

Company number: **03311652**



X8KPNP1D

Received for Electronic Filing: **20/12/2019**

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**Details of Charge**

Date of creation: **19/12/2019**

Charge code: **0331 1652 0021**

Persons entitled: **LDC (MANAGERS) LIMITED AS THE SECURITY AGENT**

Brief description: **THE FREEHOLD PROPERTY KNOWN AS THE HUB AND ADJACENT CAR PARK, AT LAND LYING TO THE WEST OF GELDERD ROAD, LEEDS LS12 6AL REGISTERED AT THE LAND REGISTRY WITH TITLE NUMBERS YY82829 AND YY82832. FOR FURTHER DETAILS OF THE PROPERTIES CHARGED, PLEASE REFER TO THE CHARGING DOCUMENT.**

**Contains fixed charge(s).**

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

**Contains negative pledge.**

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**Authentication of Form**

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

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**Authentication of Instrument**

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S. 859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **ADDLESHAW GODDARD LLP**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 3311652

Charge code: 0331 1652 0021

The Registrar of Companies for England and Wales hereby certifies that a charge dated 19th December 2019 and created by GLOBAL AUTOCARE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th December 2019 .

Given at Companies House, Cardiff on 23rd December 2019

The above information was communicated by electronic means and authenticated  
by the Registrar of Companies under section 1115 of the Companies Act 2006



**Companies House**



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

**Security Deed of Accession**

This Deed is made on 19 December 2019

**Between**

- (1) **Hamsard 3541 Limited** (registered in England with number 12081600) for itself and for the Chargors (**Company**);
- (2) **Global Autocare Limited** (registered in England with number 03311652) (**Acceding Chargor**); and
- (3) **LDC (Managers) Limited** as the Security Agent (registered in England with number 02495714) (**Security Agent**).

**Whereas**

- (A) This Deed is supplemental to a debenture dated 19 December 2019 between, inter alia, the Company, the Chargors and the Security Agent (**Debenture**).

**It is agreed****1 Definitions and interpretation****1.1 Definitions**

- (a) Save to the extent otherwise defined in this Deed, terms defined in the Debenture have the same meaning when used in this Deed.
- (b) In this Deed, **Subsidiary Shares** means all shares present and future held by the Acceding Chargor or its Subsidiaries including those listed in schedule 2 (Subsidiary Shares) to this Deed.

**1.2 Interpretation**

Clauses 1.2 (Interpretation), 1.3 (Third party rights), 1.4 (Administration), 1.5 (Incorporated terms) and 1.6 (Intercreditor Arrangements) of the Debenture are incorporated in this Deed as if they were set out in full in this Deed, but so that references in those clauses to **this Deed** shall be construed as references to this Security Deed of Accession.

**2 Accession of Acceding Chargor****2.1 Accession**

The Acceding Chargor agrees to be a Chargor for the purposes of the Debenture with immediate effect and agrees to be bound by all of the terms of the Debenture as if it had originally been a party to it.

**2.2 Covenant to pay**

The Acceding Chargor covenants with the Security Agent that it will pay and discharge the Secured Obligations when they become due for payment and discharge.

### 2.3 Charging provisions

All security created by the Acceding Chargor under clauses 2.4 to 2.7 inclusive is:

- (a) a continuing security for the payment and discharge of the Secured Obligations;
- (b) granted with full title guarantee;
- (c) granted in respect of all the right, title and interest (if any), present and future of the Acceding Chargor in and to the relevant Secured Asset; and
- (d) in favour of the Security Agent.

### 2.4 First legal mortgages

- (a) The Acceding Chargor charges by way of first legal mortgage the properties described in schedule 1 (Properties) to this Deed and, in each case, all Premises and Fixtures on each of the Properties.
- (b) The Acceding Chargor shall promptly give the Land Registry written notice of the Security and use all reasonable endeavours to ensure that the Property is correctly noted in the register of title against that title at the Land Registry, in accordance with clause 9 of the Debenture.

### 2.5 Assignments

- (a) The Acceding Chargor assigns the agreements described in schedule 3 (Relevant Agreements) to this Deed.
- (b) The Acceding Chargor assigns all book and other debts due to the Acceding Chargor and their proceeds (both collected and uncollected) (together **Debts**) and all rights, guarantees, security or other collateral in respect of the Debts or any of them) and the benefit of any judgment or order to pay a sum of money and all rights to enforce the Debts (or any of them).
- (c) The Acceding Chargor shall remain liable to perform all its obligations under the Relevant Agreements.

### 2.6 First fixed charges

The Acceding Chargor charges by way of first fixed charge:

- (a) all interests and estate in any freehold, leasehold or commonhold property now or subsequently owned by it (other than any freehold, leasehold or commonhold property effectively charged by way of legal mortgage under clause 2.4 or any Excluded Property) and, in each case, the Premises and Fixtures on each such property;
- (b) the proceeds of sale of its Secured Property and all licences to enter on or use any Secured Property;
- (c) the benefit of all other agreements, instruments and rights relating to its Secured Property;
- (d) all plant, machinery, vehicles, computers, office and other equipment, all furniture, furnishings, equipment and tools and any removals or replacement of them, (together

the **Chattels**) present and future and the benefit of all contracts, licences, warranties, maintenance contracts relating to them and any renewals and replacements of them but excluding any assets or related rights which are subject to a fixed charge in favour of another party (whether on the date of this Deed or in the future);

- (e) the Subsidiary Shares together with all Related Rights;
- (f) the Investments together with all Related Rights;
- (g) all monies from time to time standing to the credit of each account held by the Acceding Chargor with any bank, building society, financial institution or other person (each an **Account**);
- (h) all its Intellectual Property;
- (i) all its goodwill and uncalled capital;
- (j) the benefit of all Authorisations held or utilised by it in connection with its business or the use of any of its assets and the right to recover and receive compensation payable in respect of any of them; and
- (k) to the extent that any assignment in clause 2.5 is ineffective as an assignment, the assets referred to in that clause.

## 2.7 **Floating charge**

The Acceding Chargor charges by way of first floating charge all its assets and undertaking wherever located both present and future other than any assets effectively charged by way of legal mortgage or fixed charge or assigned under clauses 2.4, 2.5 or 2.6.

## 2.8 **Qualifying floating charge**

This Deed contains a qualifying floating charge and paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by or under this Deed.

## 3 **Consent of existing charging companies**

The Chargors agree to the terms of this Deed and agree that its execution will in no way prejudice or affect any Security granted by any of them by or under the Debenture.

## 4 **Security power of attorney**

The Acceding Chargor, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any of their delegates or sub-delegates to be its attorney to take any action which the Acceding Chargor is obliged to take under this Deed or the Debenture. The Acceding Chargor ratifies and confirms whatever any attorney does or prompts to do pursuant to its appointment under this clause 4.

## 5 **Notices**

The Acceding Chargor confirms that its address details for notices in relation to clause 24 (Notices) of the Debenture are as follows:

Address: The Hub, Gelderd Lane, Leeds, West Yorkshire, England, LS12 6AL

Facsimile: N/A

Attention: David Sadler

**6 Counterparts**

This Deed may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed.

**7 Governing law and jurisdiction**

Clause 34 (Governing law) of the Debenture shall be incorporated in this Deed as if set out here in full but so that references to the Debenture shall be construed as references to this Deed.

This Deed has been entered into as a deed on the date given at the beginning of this Deed.

**Schedule 1****Properties**

<b>Title number</b>	<b>Tenure</b>	<b>Description</b>
YY82829 and YY82832	Freehold – Absolute	The Hub and adjacent car park, at land lying to the west of Gelderd Road, Leeds LS12 6AL
WYK796976	Leasehold – Absolute	Global One (also known as Ring House), Geldard Road, Leeds LS12 6NB
WYK800637	Leasehold – Good	Global One (also known as Ring House), Geldard Road, Leeds



**Schedule 2**

**Subsidiary Shares**

**Schedule 3**  
**Relevant Agreements**

## SIGNATURES TO THE SECURITY DEED OF ACCESSION

### Company

Executed as a deed by  
**Hamsard 3541 Limited**

acting by a director in the presence of

)

)

) Director

Signature of witness

Name ..... Jayne Aarons .....  
Solicitor

Address ..... Squire Patton Boggs (UK) LLP .....  
6, Wellington Place  
Leeds  
LS1 4AP

### Acceding Chargor

Executed as a deed by  
**Global Autocare Limited**

acting by a director in the presence of

)

)

) Director

Signature of witness

Name ..... Jayne Aarons .....  
Solicitor

Address ..... Squire Patton Boggs (UK) LLP .....  
6, Wellington Place  
Leeds  
LS1 4AP

**Security Agent**

Executed as a deed by  
LDC (Managers) Limited  
on being signed by

)

)

) Duly Authorised Attorney

PALE ALDERSON  
in the presence of

.....  
Signature of witness

Name PE TE Woop

Address ADDLESHAW GODDARD LLP  
3 SOVEREIGN SQUARE  
SOVEREIGN STREET  
LEEDS

Address: One Vine Street, London, W1J 0AH  
LS1 4EK

Attention: General Counsel