



Registration of a Charge

Company Name: **UNIPART RAIL LOGISTICS LIMITED**

Company Number: **04330098**



Received for filing in Electronic Format on the: **16/05/2023**

XC3ODRSZ

Details of Charge

Date of creation: **12/05/2023**

Charge code: **0433 0098 0004**

Persons entitled: **RBS INVOICE FINANCE LIMITED**

Brief description:

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 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **PINSENT MASONS LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4330098

Charge code: 0433 0098 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 12th May 2023 and created by UNIPART RAIL LOGISTICS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 16th May 2023 .

Given at Companies House, Cardiff on 18th May 2023

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**

3rd Party Debenture – Company

THIS IS AN IMPORTANT DEED. YOU SHOULD TAKE INDEPENDENT LEGAL ADVICE BEFORE SIGNING AND SIGN ONLY IF YOU WANT TO BE LEGALLY BOUND. IF YOU SIGN AND RBSIF IS NOT PAID YOU MAY LOSE THE ASSET(S) CHARGED.

THE COMPANIES whose names and addresses are listed in Schedule 1 (together the “**Owners**” and “**Owner**” shall mean any one or all of them as the context requires)

Definitions:

Client: Unipart Rail Limited (Registered No: 03038418)

Client's Liabilities: All the Client's liabilities to RBSIF whether or not under a Debt Purchase Agreement and any losses, costs and expenses (including legal expenses on a full indemnity basis).

Debt Purchase Agreement: Any debt purchase agreement between RBSIF and the Client (which shall include, for the avoidance of doubt, the asset based finance facilities agreement dated on or around the date hereof, between the Client and RBSIF) as the same may be amended, varied or reinstated from time to time

RBSIF: RBS Invoice Finance Limited

1. Owners' Obligations

Each Owner will, jointly and severally, pay to RBSIF on demand all its Obligations. An Owner's **Obligations** are all the Owners' liabilities to RBSIF and includes all the Client's Liabilities to RBSIF (in each case present, future, actual or contingent and whether incurred alone or jointly with another) and include:

- 1.1 **Interest** at the same rate as the discounting charge charged by RBSIF under the Debt Purchase Agreement, calculated both before and after demand or judgment on a daily basis and compounded according to agreement, or, in the absence of agreement, monthly on the days selected by RBSIF;
- 1.2 any expenses RBSIF or a receiver incurs (on a full indemnity basis and with Interest from the date of payment) in connection with:
 - 1.2.1 the Property charged by Clause 2;
 - 1.2.2 taking, perfecting, protecting, enforcing or exercising any power under this deed.

References to **Property** include any part of it and references to **Land** are to any interest in heritable, freehold or leasehold land.

2. Charge

Each Owner, as a continuing security for its Obligations and with full title guarantee, gives to RBSIF:

- 2.1 a legal mortgage over all Land vested in that Owner specified in Schedule 2;
- 2.2 a fixed charge over the following Property of that Owner, owned now or in the future:
 - 2.2.1 all Land vested in or charged to that Owner, all fixtures and fittings attached to that Land and all rents receivable from any lease granted out of that Land;
 - 2.2.2 all plant and machinery, including any associated warranties and maintenance contracts;
 - 2.2.3 all the goodwill of that Owner's business;
 - 2.2.4 any uncalled capital;

- 2.2.5 all stock, shares and other securities held by that Owner at any time in any Subsidiary and all income and rights relating to those stocks, shares and securities;
- 2.2.6 all intellectual property, licences, claims, insurance policies, proceeds of any insurance and any other legal rights;
- 2.2.7 the benefit of any hedging arrangements, futures transactions or treasury instruments;

A **Subsidiary** is an entity controlled, directly or indirectly, by an Owner or by a Subsidiary of an Owner.

"Control" means the ability to appoint or remove directors or exercise the majority of voting rights, alone or with the agreement of others.

- 2.3 a floating charge over all the other property, assets and rights of that Owner owned now or in the future which are not subject to an effective fixed charge under this deed or under any other security held by RBSIF.

3. Restrictions

Unless otherwise permitted by the Debt Purchase Agreement, each Owner will not, without RBSIF's prior written consent:

- 3.1 permit or create any mortgage, standard security, charge or lien on its Property;
- 3.2 dispose of, whether by sale, lease, licence, sub-licence, transfer or otherwise, its Property charged by Clauses 2.1 and 2.2;
- 3.3 dispose of, whether by sale, lease, licence, sub-licence, transfer or otherwise, its Property charged by Clause 2.3, other than in the ordinary course of business;
- 3.4 call on, or accept payment of, any uncalled capital;
- 3.5 deal with its book and other debts, except by collecting them in the ordinary course of its business. In particular, each Owner will not realise its book and other debts by means of invoice discounting or factoring arrangements;
- 3.6 grant, or accept a surrender of, any lease or licence of any of its Land or consent to a tenant assigning or sub-letting;
- 3.7 dispose of, part with or share possession or occupation of any of its Land.

4. Property Undertakings

Each Owner will:

- 4.1 upon reasonable notice, permit RBSIF at any time to inspect its Property;
- 4.2 keep all Property of an insurable nature comprehensively insured (including if requested by RBSIF, terrorism cover) to RBSIF's reasonable satisfaction for its full reinstatement cost. In default, RBSIF may arrange insurance at that Owner's expense;
- 4.3 hold on trust for RBSIF all proceeds of any insurance of its Property. At RBSIF's option, each Owner will apply the proceeds in making good the relevant loss or damage, or to reduce that Owner's Obligations;
- 4.4 where required by RBSIF, deposit with RBSIF all insurance policies (or copies where RBSIF agrees), and all deeds and documents of title relating to its Property;
- 4.5 keep its Property in good condition;
- 4.6 not, without RBSIF's consent, carry out any development on or make any alterations to any Land which require planning permission or approval under building regulations;
- 4.7 if required by RBSIF, pay all the money that Owner receives in respect of book and other debts into an account with RBSIF. RBSIF may specify the relevant account.

5. Conversion of Floating Charge to Fixed Charge

- 5.1 RBSIF may by notice convert the floating charge on any of the Property into a fixed charge. Following this notice, each Owner will not dispose of its respective affected Property without RBSIF's consent.
- 5.2 The floating charge will become a fixed charge if an administrator of an Owner is appointed.

6. Investigating Accountants

RBSIF may require an Owner to appoint a firm of accountants to review its financial affairs if:

- 6.1 any of the Owners' Obligations are not paid when due;
- 6.2 RBSIF considers an Owner has breached any other obligation to RBSIF;
- 6.3 RBSIF considers any information provided by any Owner to be materially inaccurate.

Any review required will take place within 7 days of RBSIF's request (or longer if RBSIF agrees). The firm, and the terms of reference, must be approved by RBSIF. Each Owner (and not RBSIF) will be responsible for the firm's fees and expenses, but RBSIF may make payment and the Owners will repay RBSIF on demand.

7. Possession and Enforceability

- 7.1 RBSIF does not have an immediate right to possession of the Property or its income (and will not be considered to be taking possession if it enters to inspect or repair the Property). Each Owner will continue in possession until RBSIF takes possession.
- 7.2 RBSIF may take possession and enforce this deed if:
 - 7.2.1 RBSIF demands payment of any of the Owner's Obligations;
 - 7.2.2 any Owner asks RBSIF, or RBSIF receives notice of intention, to appoint an administrator or an administration application is made;
 - 7.2.3 a meeting is called or a petition is presented for liquidation of an Owner or Client save for where such petition is frivolous and vexatious and discharged within 14 days of commencement;
 - 7.2.4 any security is enforced in respect of any assets of an Owner or Client by a third party where the aggregate amount secured by such security is greater than £250,000;
 - 7.2.5 a Termination Event (as defined in any Debt Purchase Agreement) occurs; and
 - 7.2.6 any document is filed at court initiating or applying for a moratorium or an order is made for a moratorium to come into force in relation to an Owner save for where such petition is frivolous and vexatious and discharged within 14 days of commencement;
- 7.3 Any purchaser or third party dealing with RBSIF or a receiver may assume that RBSIF's powers have arisen and are exercisable without proof that demand has been made.
- 7.4 RBSIF will not be liable to account to an Owner for any money not actually received by RBSIF.

8. Appointment of Receiver or Administrator

- 8.1 RBSIF may appoint or remove a receiver or receivers of the Property, or appoint an administrator of any Owner.
- 8.2 Any receiver will be that Owner's agent and that Owner (and not RBSIF) will be responsible for the acts, defaults and remuneration of the receiver. RBSIF may fix and pay the receiver's fees and expenses at the expense of that Owner.

9. Powers of RBSIF, an Administrator or Receiver

- 9.1 RBSIF, an administrator or any receiver may:

- 9.1.1 carry on that Owner's business;
- 9.1.2 enter, take possession of, and/or generally manage the Property;
- 9.1.3 complete any unfinished works or carry out any new works of building, reconstruction, maintenance or repair on any Land;
- 9.1.4 purchase any Land or other property and purchase, grant or release any interest in or right over Land or the benefit of any covenants affecting that Land. References to **Land** or **Property** include land or property that is purchased by RBSIF or a receiver under this power;
- 9.1.5 sell, lease, surrender or accept surrenders of leases, charge or deal with the Property without restriction, including disposing of any fixtures separately from the Land;
- 9.1.6 complete any transactions by executing any deeds or documents in the name of that Owner;
- 9.1.7 take, continue or defend any proceedings and enter into any arrangement or compromise;
- 9.1.8 insure the Property and any works, arrange indemnity and other similar insurance, and obtain bonds and give counter-indemnities and other security in connection with this;
- 9.1.9 if that Owner is a company, call up any uncalled capital with all the powers conferred by that Owner's articles of association;
- 9.1.10 if that Owner is an LLP, call up any capital due from that Owner's members with all the powers conferred by the members' agreement in relation to capital contributions;
- 9.1.11 employ advisers, consultants, managers, agents, workmen and others;
- 9.1.12 purchase or acquire materials, tools, equipment, furnishing, goods or supplies;
- 9.1.13 do any acts which RBSIF or a receiver considers to be incidental or beneficial to the exercise of their powers.
- 9.2 A receiver may borrow and secure the repayment of any money, in priority to the Owners' Obligations.
- 9.3 Joint receivers may exercise their powers jointly or separately.
- 9.4 A receiver will first apply any money received from the Property towards the repayment of all money that the receiver has borrowed and secondly in payment of the receiver's fees and expenses. The receiver will then apply any remaining money received as required by law.
- 9.5 RBSIF may exercise any of its powers even if a receiver has been appointed.
- 9.6 RBSIF may exercise any rights attached to charged stock, shares and other securities as it considers necessary to preserve the value of, or realise, that Property. Otherwise RBSIF will only exercise those rights as instructed by each Owner.
- 9.7 RBSIF may set off any amount due from the Owners against any amount owed by RBSIF to the Owners. RBSIF may exercise this right, without prior notice, both before and after demand. For this purpose, RBSIF may convert an amount in one currency to another, using its market rate of exchange at the relevant time.
- 9.8 Any credit balance with RBSIF will not be repayable, or capable of being disposed of, charged or dealt with by the Owners, until the Owners' Obligations have been paid in full. RBSIF allowing an Owner to make withdrawals will not waive this restriction.
- 9.9 This deed may be enforced against any one or all of the Owners without RBSIF first having recourse to any other right, remedy, guarantee or security held by or available to RBSIF.
- 9.10 Section 93 of the Law of Property Act 1925 will not apply to this deed.
- 9.11 The powers of sale and appointing a receiver conferred by this deed will be exercisable without the restrictions contained in section 103 of the Law of Property Act 1925 or otherwise.

- 9.12 The powers set out in this Clause 9 are in addition to powers conferred on administrators or receivers by statute.

10. Appointment of a Monitor

- 10.1 Each Owner confirms it will not enter into a moratorium or appoint a monitor without first giving RBSIF 5 business days' notice of its intention to do so.

11. Application of Payments

- 11.1 RBSIF may apply any payments received for an Owner to reduce any of the Owners' Obligations, as RBSIF decides.

12. Preservation of other Security and Rights and Further Assurance

- 12.1 This deed is in addition to any other security for the Owners' Obligations held by RBSIF now or in the future. RBSIF may consolidate this deed with any other security so that they have to be redeemed together, but it will not merge with or prejudice any other security or RBSIF's other rights.

- 12.2 On request, each Owner will execute any deed or document, or take any other action required by RBSIF, to perfect, enhance or facilitate the realisation of RBSIF's security under this deed.

- 12.3 The Obligations of each Owner under this deed will not be affected by any act or omission which, but for this deed, would reduce, release or prejudice any of its Obligations under this deed (without limitation and whether or not known to it or to RBSIF) including:

- 12.3.1 any extension of time, waiver or consent granted to, or composition with, an Owner or Client or other person;

- 12.3.2 the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, an Owner, the Client or any other person or any failure to comply with any requirement of any instrument or any failure to realise the full value of any security;

- 12.3.3 any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of an Owner, the Client or any other person;

- 12.3.4 any amendment, novation, supplement, extension, restatement or replacement of the Debt Purchase Agreement or any other document or security including, without limitation, any change in the purpose of, any extension or increase in any facility or the addition of any new facility under the Debt Purchase Agreement or other document or security;

- 12.3.5 any unenforceability, illegality or invalidity of any obligation of any person under the Debt Purchase Agreement or any other document or security;

- 12.3.6 any insolvency, administration or similar proceedings of an Owner, the Client or any other person.

13. Certificate of the Client's Obligations

A certificate signed by an official or manager of RBSIF as to the cause, existence or amount of an Owner's Obligations or the amount due from the Owners under this deed will be conclusive evidence save in the case of manifest error or on any question of law.

14. Power of Attorney

To give effect to this deed and secure the exercise of any of its powers, each Owner irrevocably appoints RBSIF, and separately any receiver, to be that Owner's attorney (with full power of substitution and delegation), in the Owner's name to sign or execute any documents, deeds and other instruments, or to take, continue or defend any proceedings.

15. Consents, Notices and Demands

- 15.1 All consents, notices and demands must be in writing.

- 15.2 RBSIF may deliver a notice or demand to an Owner at its respective registered office, at the contact details last known to RBSIF or at the Address for Service (detailed below) if specified.
- 15.3 A notice or demand signed by an official or manager of RBSIF will be effective at the time of personal delivery; on the second business day after posting; or, if by fax, at the time of sending, if sent before 6.00 p.m. on a business day, or otherwise on the next business day. A business day is a weekday other than a national holiday.
- 15.4 A notice from an Owner to RBSIF must be addressed to that Owner's Relationship Manager and will be effective on receipt.

16. Transfers

- 16.1 RBSIF may allow any person to take over any of its rights and duties under this deed. Each Owner authorises RBSIF to give that person or its agent any financial or other information about that Owner. References to RBSIF include its successors.
- 16.2 The Owners may not transfer any of their rights or obligations under this deed.

17. Reinstatement

Where any discharge (whether in respect of the Obligations of each Owner or Client or any security for those Obligations or otherwise) is made in whole or in part or any arrangement is made in reliance on any payment, security or other disposition which is avoided or must be restored on insolvency or otherwise the Owners' Obligations under this deed will continue as if the discharge or arrangement had not occurred. RBSIF may concede or compromise any claim that a payment, security or other disposition is liable to avoidance or restoration.

18 Interpretation

- 18.1 The singular includes the plural and vice versa.
- 18.2 As two or more companies are included in the expression "**Owner**" the use in this deed of the word "**Owner**" shall be deemed to refer to such companies together and separately and their liability under this deed shall be joint and several. None of them shall be released from any liability to RBSIF nor shall the security created by this deed be discontinued by reason of this deed not being or ceasing to be binding upon any other of them whether or not by agreement with RBSIF

19. Law

- 18.1 This deed is governed by the laws of England and Wales and the courts of England and Wales have exclusive jurisdiction.
- 18.2 For the benefit of RBSIF, each Owner irrevocably submits to the jurisdiction of the courts of England and Wales and irrevocably agrees that a judgment in any proceedings in connection with this deed in those courts will be conclusive and binding on each Owner and may be enforced against that Owner in the courts of any other jurisdiction.
- 18.3 If an Address for Service is specified, it, or any other address provided for this purpose, will be an effective address for service of proceedings on the Owner.

In Witness of which this deed has been duly executed and delivered on the date specified below and this deed shall take effect as a deed even if it is signed underhand for and on behalf of RBSIF.

Schedule 1**The Owners**

Owner	Company Number	Address for Service
Unipart Rail Holdings Limited	03231000	Unipart House, Cowley, Oxford, England, OX4 2PG
Unipart Rail Logistics Limited	04330098	Unipart House, Cowley, Oxford, England, OX4 2PG
Dorman Traffic Products Limited	00169770	Unipart House, Cowley, Oxford, England, OX4 2PG
Railpart (UK) Limited	03294017	Unipart House, Cowley, Oxford, England, OX4 2PG
Park Signalling Limited	03895736	Unipart House, Cowley, Oxford, England, OX4 2PG
Key Fasteners Limited	05192005	Unipart House, Cowley, Oxford, England, OX4 2PG
Comms Design Limited	05057797	Unipart House, Cowley, Oxford, England, OX4 2PG
Metlase Limited	09462667	Unipart House, Cowley, Oxford, England, OX4 2PG
Samuel James Engineering Limited	02869043	Unipart House, Cowley, Oxford, England, OX4 2PG
Instrumentel Limited	04325633	Unipart House, Cowley, Oxford, England, OX4 2PG

Schedule 2**Land****Part 1: Registered Land**


Chargor	Property	Local Authority	Title Number
Unipart Rail Holdings Limited	Leasehold land and buildings on the east side of Gresty Road, Crewe	Cheshire East	CH409203


Part 2: Unregistered Land

None as at the date of this deed

Executed and delivered as a deed by
UNIPART RAIL HOLDINGS LIMITED
acting by a director in the presence of a witness

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DocuSigned by:

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Director
CHRISTOPHER JAMES WELDON
Print Full Name
(BLOCK CAPITALS)


DocuSigned by:

3899F085FC27489...
Witness' Signature
JONATHAN PAUL EMBLING
Print Witness Full Name
(BLOCK CAPITALS)


Address

Executed and delivered as a deed by
UNIPART RAIL LOGISTICS LIMITED
acting by a director in the presence of a witness

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Director
CHRISTOPHER JAMES WELDON
Print Full Name
(BLOCK CAPITALS)

DocuSigned by:

3899F085FC27489...
Witness' Signature
JONATHAN PAUL EMBLING
Print Witness Full Name
(BLOCK CAPITALS)


Address


Executed and delivered as a deed by
DORMAN TRAFFIC PRODUCTS LIMITED
acting by a director in the presence of a witness

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Director
CHRISTOPHER JAMES WELDON

Print Full Name
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DocuSigned by:

3899F085FC27489...

Witness' Signature
JONATHAN PAUL EMBLING


Print Witness Full Name
(BLOCK CAPITALS)



Address


Executed and delivered as a deed by
RAILPART (UK) LIMITED
acting by a director in the presence of a witness

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Director
CHRISTOPHER JAMES WELDON

Print Full Name
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DocuSigned by:

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Witness' Signature
JONATHAN PAUL EMBLING

Print Witness Full Name
(BLOCK CAPITALS)



Address

Executed and delivered as a deed by
PARK SIGNALLING LIMITED
acting by a director in the presence of a witness

DocuSigned by:

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Director
CHRISTOPHER JAMES WELDON

Print Full Name
(BLOCK CAPITALS)

DocuSigned by:

00001 6688 2065 074268

Witness' Signature

JONATHAN PAUL EMBLING

Print Witness Full Name
(BLOCK CAPITALS)

Address

Executed and delivered as a deed by
KEY FASTENERS LIMITED
acting by a director in the presence of a witness

DocuSigned by:

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Director

CHRISTOPHER JAMES WELDON

Print Full Name
(BLOCK CAPITALS)

DocuSigned by:

3899F085FC27489


Witness' Signature



JONATHAN PAUL EMBLING

Print Witness Full Name
(BLOCK CAPITALS)


Address


Executed and delivered as a deed by)
COMMS DESIGN LIMITED)
acting by a director in the presence of a witness)
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Director
CHRISTOPHER JAMES WELDON
Print Full Name
(BLOCK CAPITALS)

DocuSigned by:

3899F085FC27489...
Witness' Signature
JONATHAN PAUL EMBLING
Print Witness Full Name
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Address


Executed and delivered as a deed by)
METLASE LIMITED)
acting by two directors)
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DocuSigned by:

0164FF76EE58474...
Director
DARREN LEIGH
Print Full Name
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DocuSigned by:

26F0BF916C2143C...
Director
DR DAVID MCGORMAN
Print Full Name
(BLOCK CAPITALS)

Executed and delivered as a deed by
SAMUEL JAMES ENGINEERING LIMITED
acting by a director in the presence of a witness


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DocuSigned by:

6036504B-84DD-4D31-8CA1-810C747ACD71
Director
CHRISTOPHER JAMES WELDON
Print Full Name
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DocuSigned by:

3899F085FC27489...
Witness' Signature
JONATHAN PAUL EMBLING
Print Witness Full Name
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Address

Executed and delivered as a deed by
INSTRUMENTEL LIMITED
acting by a director in the presence of a witness

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DocuSigned by:

6036504B-84DD-4D31-8CA1-810C747ACD71
Director
CHRISTOPHER JAMES WELDON
Print Full Name
(BLOCK CAPITALS)

DocuSigned by:

3899F085FC27489...
Witness' Signature
JONATHAN PAUL EMBLING
Print Witness Full Name
(BLOCK CAPITALS)

Address

Signed for **RBS Invoice Finance Limited**

DocuSigned by:


Kerry White

Name (Block capitals)

Dated: 12 May 2023