



Registration of a Charge

Company Name: **BRC LIMITED**

Company Number: **06662824**



Received for filing in Electronic Format on the: **28/06/2023**

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Details of Charge

Date of creation: **26/06/2023**

Charge code: **0666 2824 0024**

Persons entitled: **WELLS FARGO CAPITAL FINANCE (UK) LIMITED**

Brief description: **LAND SEE CLAUSE 4.1 OF THE CHARGE WHICH CREATES A STANDARD SECURITY OVER ALL AND WHOLE THE SUBJECTS AT NEWHOUSE INDUSTRIAL ESTATE, SANDYFORD AVENUE, NEWHOUSE, MOTHERWELL, ML1 5RX BEING THE WHOLE SUBJECTS REGISTERED IN THE LAND REGISTER OF SCOTLAND UNDER TITLE NUMBER LAN71750.**

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: **NORTON ROSE FULBRIGHT LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6662824

Charge code: 0666 2824 0024

The Registrar of Companies for England and Wales hereby certifies that a charge dated 26th June 2023 and created by BRC LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 28th June 2023 .

Given at Companies House, Cardiff on 29th June 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**



SHEPHERD+ WEDDERBURN

I certify that, save for material redacted pursuant to s.859G of the Companies Act 2006, this copy instrument is a correct copy of the original instrument.

Norton Rose Fulbright LLP

Date: 28 June 2023

EXECUTION VERSION

STANDARD SECURITY

by

BRC LIMITED

in favour of

WELLS FARGO CAPITAL FINANCE (UK) LIMITED

as Security Trustee

Subjects: Block 14, Newhouse Industrial Estate, Newhouse,
Motherwell, ML1 5SE

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STANDARD SECURITY

by

- (1) **BRC LIMITED** a Company registered under the Companies Acts (Registered Number 06662824) and having its Registered Office at Corporation Road, Newport, Gwent NP19 4RD (the "**Chargor**");
in favour of
- (2) **WELLS FARGO CAPITAL FINANCE (UK) LIMITED** a Company registered under the Companies Acts (Registered Number 2656007) and having its Registered Office at 33 King William Street, London EC4R 9AT as agent and trustee for the Secured Parties (hereinafter referred to as the "**Security Trustee**") which expression shall include all successors from time to time

WHEREAS

- (A) The Chargor is entering into this Standard Security to secure the repayment and satisfaction of the Secured Liabilities.
- (B) The Board of Directors of the Chargor is satisfied that entering into this Standard Security is for the purposes of and to the benefit of the Chargor and its business.

THEREFORE IT IS HEREBY DECLARED AS FOLLOWS:

1. Definitions and Interpretation

1.1 Definitions

In this Standard Security unless there is any indication to the contrary, the definitions contained in the Facility Agreement shall have the same meaning and construction where used in this Standard Security and the following expressions shall have the following meanings:

- | | |
|------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| "Facility Agreement" | means the facility agreement dated 21 December 2018 between (1) the Chargor as Borrower and/or Guarantor, (2) Wells Fargo Capital Finance (UK) Limited, Bank of America, N.A., London Branch and ABN AMRO Asset Based Finance N.V., UK Branch as Original Lenders and Arrangers, and (3) Wells Fargo Capital Finance (UK) Limited as Agent and Security Trustee as amended and restated, supplemented and extended from time to time; |
| "Finance Documents" | is defined in the Facility Agreement; |
| "Finance Parties" | is defined in the Facility Agreement; |
| "Obligors" | is defined in the Facility Agreement; |
| "Property" | means ALL and WHOLE the subjects at Newhouse Industrial Estate, Sandyford Avenue, Newhouse, Motherwell ML1 5RX being the whole subjects registered in the Land Register of Scotland under Title Number LAN71750; |
| "Secured Liabilities" | means all present and future obligations and liabilities whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever, of each Obligor to the Secured Parties under the Finance Documents; |
| "Secured Party" | is defined in the Facility Agreement; |
| "Security" | means any standard security, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement of arrangement having a similar effect; and |
| "Standard Security" | means this Standard Security together with any document which is expressed to amend this Standard Security. |

1.2 Interpretation

- 1.2.1 The rules of interpretation contained in clause 1.2 of the Facility Agreement shall apply to the construction of this Standard Security;
- 1.2.2 Clause headings are for ease of reference only.
- 1.2.3 Words importing the singular shall include the plural and vice versa.
- 1.2.4 References to this Standard Security, the Finance Documents or any other document shall be construed as reference to this Standard Security, that Finance Document or other agreement or instrument as amended, varied or novated with the approval of the Security Trustee.
- 1.2.5 In the event of any conflict between the provisions of this Standard Security and the provisions of the Facility Agreement, the provisions of the Facility Agreement shall prevail.

2. Priority

This Standard Security is subject to the terms of the Facility Agreement.

3. Bond

The Chargor shall pay or discharge the Secured Liabilities in the manner provided for in any document creating or evidencing the Secured Liabilities and/or otherwise as agreed from time to time

4. Standard Security

- 4.1 In continuing security for payment and discharge of the Secured Liabilities the Chargor hereby grants a standard security in favour of the Security Trustee over the Property.
- 4.2 The Standard Conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 as amended by the Redemption of Standard Securities (Scotland) Act 1971 and any lawful variation thereof operative for the time being (the "**Standard Conditions**") shall apply as varied (a) by this Standard Security and (b) by the Finance Documents provided that (1) to the extent that the Standard Conditions are inconsistent with the terms of this Standard Security and the Finance Documents, then the terms of this Standard Security and the Finance Documents shall prevail and shall have effect in preference to the Standard Conditions.

5. Property Obligations

The Chargor shall not, except as permitted pursuant to the Facility Agreement, 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 Property or 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 in case, would be likely to adversely affect the value of the Property.

6. Default

Standard Condition 9 shall apply to this Standard Security but only to the extent that the Chargor shall be held to be in default under this Standard Security if any of the events or circumstances defined as an 'Event of Default' in the Facility Agreement is continuing.

7. 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 the Property other than as permitted under the Facility Agreement.

8. Assignment

- 8.1 The Security Trustee may assign or transfer all of its rights and obligations under this Standard Security to any replacement Security Trustee.
- 8.2 The Chargor shall not assign or transfer any rights or obligations under or in terms of this Standard Security without the prior written consent of the Security Trustee.

9. Certification by Chargor

The Chargor certifies that the granting of this Standard Security does not contravene any of the provisions of its memorandum and articles of association.

10. Certification

A certificate signed by any official of or a person authorised by the Security Trustee shall, in the absence of manifest error, conclusively determine the Secured Liabilities at any relevant time.

11. Further Assurances

The Chargor (at its own cost) shall execute and deliver (in such form as the Security Trustee may reasonably require) such deeds, documents, agreements and instruments and shall otherwise do all such acts and things as the Security Trustee may deem necessary for perfecting, preserving or protecting the Security created (or intended to be created) by this Standard Security or for facilitating the realisation of the Property secured by this Standard Security or the exercise of any rights of the Security Trustee under this Standard Security.

12. Law and Jurisdiction

This Standard Security shall be governed by and construed in accordance with the Laws of Scotland and the Chargor hereby irrevocably submits to the non-exclusive jurisdiction of the Scottish Courts.

13. Counterparts, delivery and effective date

13.1 This Standard Security may be executed in any number of counterparts and by each of the parties on separate counterparts.

13.2 Where executed in counterparts:

13.2.1 this Standard Security will not take effect until each of the counterparts has been delivered;

13.2.2 each counterpart will be held as undelivered until the parties agree a date on which the counterparts are to be treated as delivered;

the date of delivery may be inserted in the testing clause in the blank provided therefor.

14. Warrandice

The Chargor grants warrandice.

15. Consent to registration

15.1 The Chargor hereby consents to the registration of this Standard Security and of any certificate referred to in clause 10 for preservation and execution;

IN WITNESS WHEREOF these presents consisting of this and the preceding three pages are executed in counterpart as follows with a delivery date of 26 June 2023:

SUBSCRIBED for and on behalf of the said
BRC LIMITED by

.....
Charles Rovira

 Authorised Signatory/Director/Attorney
 (Print Full Name)

.....

 Authorised Signatory/Director/Attorney
 (Signature)

at
Cardiff

 (place/town of signing)

on
22 JUNE 2023

 (date of signing)

Before this witness

.....
Holly Arnold

 Witness
 (Print Full Name)

.....

 Witness
 (Signature)

.....

 (address of witness e.g. place of work)

.....

SUBSCRIBED for and on behalf of the said
WELLS FARGO CAPITAL FINANCE (UK)
LIMITED by

NIGEL HOGG

Authorised Signatory/Director/Attorney
(Print Full Name)



Authorised Signatory/Director/Attorney
(Signature)

at 33 KING WILLIAM ST
(place/town of signing)

on 21.6.23
(date of signing)

Before this witness

KEVIN MCKNIGHT

Witness
(Print Full Name)



Witness
(Signature)

33 King William St
(address of witness e.g. place of work)

London EC4R 9AT