

MR01

Particulars of a charge

238530/23

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☒ 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  
You may not use this form to  
register a charge where  
instrument Use form M



LD2 08/02/2017 #24  
COMPANIES HOUSE

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. Do not send the original

1 Company details

Company number 0 0 8 5 1 1 1 0

Company name in full APEC Limited

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 0 1 0 2 2 0 1 7

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 The Royal Bank of Scotland Plc (the Security Agent)

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

# MR01

## Particulars of a charge

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### Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

Brief description

Freehold property known as Quercus Court, Armstrong Way, Yate, Bristol, BS37 5NG registered at HM Land Registry under Title Number AV214261  
Freehold property known as Unit 3, 247 Armstrong Way, Yate, Bristol, BS37 5NG registered at HM Land Registry under Title Number GR403943

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### Other charge or fixed security

Does the instrument include a charge (which is not a floating 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

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### 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 company from creating 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 <sup>1</sup>

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

☐

<sup>1</sup> This statement may be filed after the registration of the charge (use form MR06)

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### Signature

Please sign the form here

Signature

Signature

X Allen + Over LLP  
2 February 2017  
on behalf of the Security Agent X

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

# MR01

## Particulars of a charge



### Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name Alexander Arrell

Company name Allen & Overy LLP

Address One Bishops Square

Post town

County/Region London

Postcode E 1 6 A D

Country United Kingdom

DX

Telephone 02030884837



### 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:

- ☒ [x] The company name and number match the information held on the public Register
- ☒ [x] You have included a certified copy of the instrument with this form
- ☒ [x] You have entered the date on which the charge was created
- ☒ [x] You have shown the names of persons entitled to the charge
- ☒ [x] You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☒ [x] You have given a description in Section 4, if appropriate
- ☒ [x] You have signed the form
- ☒ [x] You have enclosed the correct fee
- ☒ [x] 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 £23 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 N R Belfast 1



### Further information

For further information, please see the guidance notes on the website at [www.gov.uk/companieshouse](http://www.gov.uk/companieshouse) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)



FILE COPY

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

Company number: 851110

Charge code: 0085 1110 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st February 2017 and created by APEC LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th February 2017

Given at Companies House, Cardiff on 14th February 2017



**Companies House**



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

## DEED OF ACCESSION

THIS DEED is dated 1 February 2017

### BETWEEN

- (1) **FPS DISTRIBUTION LIMITED** (registered number 04169831) with its registered office at Bridge House, 3, Timothy's Bridge Road, Stratford-Upon-Avon, Warwickshire, England, CV37 9NQ,
- (2) **FERRARIS PISTON SERVICE LIMITED** (registered number 04148298) with its registered office at Bridge House, 3, Timothy's Bridge Road, Stratford-Upon-Avon, Warwickshire, England, CV37 9NQ,
- (3) **APEC LIMITED** (registered number 00851110) with its registered office at Bridge House, 3, Timothy's Bridge Road, Stratford-Upon-Avon, Warwickshire, England, CV37 9NQ,
- (4) **BTN TURBO CHARGER SERVICE LIMITED** (registered number 01173050) with its registered office at Bridge House, 3, Timothy's Bridge Road, Stratford-Upon-Avon, Warwickshire, England, CV37 9NQ,

(each an Additional Chargor, and together, the Additional Chargors),

- (5) **ALLIANCE AUTOMOTIVE UK LIMITED** for itself and as agent for each of the other Chargors under and as defined in the Security Agreement referred to below (AAUK), and
- (6) **THE ROYAL BANK OF SCOTLAND PLC** as agent and trustee for the Secured Parties under and as defined in the Intercreditor Agreement referred to below (the Security Agent)

### BACKGROUND

- (A) FPS Distribution Limited is a direct wholly-owned Subsidiary of Alliance Automotive Holding Limited (AA Holding) and each of Ferraris Piston Service Limited, APEC Limited, BTN Turbo Charger Service Limited and AAUK are indirect wholly-owned Subsidiaries of AA Holding
- (B) AAUK has entered into a security agreement dated 25 February 2015 (as amended, restated and/or supplemented from time to time) (the Security Agreement) together with the other Chargors under and as defined in the Security Agreement and the Security Agent
- (C) Each Additional Chargor has agreed to enter into this Deed and to become a Chargor under the Security Agreement. Each Additional Chargor will also, by execution of a separate instrument, become a party to the Intercreditor Agreement as a Debtor
- (D) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand

IT IS AGREED as follows

#### 1. INTERPRETATION

Terms defined in the Security Agreement have the same meaning in this Deed unless given a different meaning in this Deed. This Deed is a Finance Document under and as defined in the Senior Facilities Agreement

Except for material redacted pursuant to s859C of the Companies Act 2006 I certify that this is a correct copy of the original document:

Allen + Overy LLP

Pedro de Valdivia 10, Madrid

2 February 2017

## **2. ACCESSION**

With effect from the date of this Deed each Additional Chargor

- (a) will become a party to the Security Agreement as a Chargor, and
- (b) will be bound by all the terms of the Security Agreement which are expressed to be binding on a Chargor

## **3. SECURITY**

- (a) Paragraphs (b) to (g) below apply without prejudice to the generality of Clause 2 (Accession) of this Deed.
  - (b) All this Security
    - (i) is created in favour of the Security Agent,
    - (ii) is security by each Additional Chargor for the payment, discharge and performance of all the Secured Obligations of that Additional Chargor; and
    - (iii) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994
  - (c) The Security Agent holds the benefit of this Deed on trust for the Secured Parties
  - (d) The fact that no or incomplete details of any Security Asset are inserted in the schedule to this Deed does not affect the validity or enforceability of this Security
  - (e) Each Additional Chargor
    - (i) charges by way of a first legal mortgage all estates or interests in any property specified in Part 4 of the schedule to this Deed and any other freehold or leasehold property located in England or Wales and owned by it,
    - (ii) charges by way of a first legal mortgage all shares in any Obligor or a Maternal Company owned by it or held by any nominee on its behalf including those specified in Part 1 of the schedule to this Deed,
    - (iii) charges by way of a first fixed charge all plant, machinery, computers, office equipment or vehicles owned by it,
    - (iv) assigns absolutely, subject to a proviso for reassignment on redemption, all of its rights in respect of the agreements specified in Part 2 of the schedule to this Deed,
    - (v) charges by way of a first fixed charge all of its rights in respect of any amount standing to the credit of each Security Account opened in its name including those specified in Part 3 of the schedule to this Deed, together with the debt represented by such account(s), and
    - (vi) charges by way of a first fixed charge all of its rights in respect of any Intellectual Property,
- in each case, subject to clause 2.12 (Excluded assets) of the Security Agreement

- (f) Each Additional Chargor consents to a restriction in the following terms being entered into on the Register of Title relating to any Mortgaged Property registered at H M Land Registry

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the security agreement dated [ ] in favour of [ ] referred to in the charges register or their conveyancer (Standard form P)"

- (g) Each Additional Chargor applies to the Chief Land Registrar for a notice in the following terms to be entered on the Register of Title relating to any Mortgaged Property registered at H M Land Registry

"The lenders under a senior facilities agreement dated [ ] between, amongst others, the Parent, [ ] as facility agent and [ ] as security agent are under an obligation (subject to the terms of that senior facilities agreement) to the Parent and others to make further advances and the security agreement referred to in the charges register dated [ ] in favour of [ ] (as agent and trustee for the secured creditors referred to in that security agreement) secures those further advances "

#### **4. MISCELLANEOUS**

With effect from the date of this Deed

- (a) the Security Agreement will be read and construed for all purposes as if each Additional Chargor had been an original party in the capacity of Chargor (but so that the Security created on this accession will be created on the date of this Deed),
- (b) any reference in the Security Agreement to this Deed and similar phrases will include this Deed and all references in the Security Agreement to Schedule 1 (or any part of it) will include a reference to the schedule to this Deed (or relevant part of it), and
- (c) AAUK, for itself and as agent for each of the other Chargors under the Security Agreement, agrees to all matters provided for in this Deed

#### **5. COUNTERPARTS**

This Deed may be executed in any number of counterparts and all of those counterparts taken together shall be deemed to constitute one and the same instrument

#### **6. LAW**

This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law

**THIS DEED** has been executed and delivered as a deed on the date stated at the beginning of this Deed

**SCHEDULE**

**PART 1**

**SHARES**

<b>Additional Chargor</b>	<b>Name of company in which shares are held</b>	<b>Name of nominee (if any) by whom shares are held</b>	<b>Class of shares held</b>	<b>Number shares held</b>	<b>of</b>
FPS Distribution Limited	Ferrans Piston Service Limited	NA	Ordinary	1	
FPS Distribution Limited	APEC Limited	NA	Ordinary	2000	
FPS Distribution Limited	BTN Turbo Charger Service Limited	NA	Ordinary	66670	



**PART 3**  
**ACCOUNTS**

Bank	Sort Code	Account No.
<b>FPS Distribution Limited</b>		
Lloyds Bank plc	30-00-03	██████9518
<b>Ferraris Piston Service Limited</b>		
Lloyds Bank plc	30-00-03	██████0211
Lloyds Bank plc	30-96-34	██████5353
Lloyds Bank plc	30-96-34	██████5743
<b>APEC Limited</b>		
HSBC	40-14-13	██████6652
HSBC	40-05-15	██████8407
HSBC	40-05-15	██████8399
<b>BTN Turbo Charger Service Limited</b>		
National Westminster Bank Ltd	60-22-10	██████2943
National Westminster Bank Ltd	60-22-10	██████████8310
National Westminster Bank Ltd	60-22-10	██████████0753



**PART 4**  
**PROPERTIES**

<b>No.</b>	<b>Company</b>	<b>Address</b>	<b>Title Number</b>
1	Ferraris Piston Service Limited	5 Parkway Rise, Sheffield. S9 4WQ	SYK523932
2	Ferraris Piston Service Limited	4, Grange Mill Lane, Sheffield, S9 1HW	SYK393979
3	APEC Limited	Quercus Court, Armstrong Way, Yate, Bristol, BS37 5NG	AV214261
4	APEC Limited	Unit 3, 247 Armstrong Way, Yate, Bristol, BS37 5NG	GR403943



## SIGNATORIES

### The Additional Chargers



Executed as a deed by  
**FPS Distribution Limited**  
acting by  
and witnessed by

)  
)   
) Director  
)   
)  
) Witness's signature  
) Name **Denis Andre**  
) Address: **Bridge House, 3, Timothy's Bridge Road**  
**Stratford-Upon-Avon, Warwickshire, UK**  
**CV37 9NQ**



Executed as a deed by  
**Ferraris Piston Service Limited**  
acting by  
and witnessed by

)  
)   
) Director  
)   
)  
) Witness's signature  
) Name **Denis Andre**  
) Address **Bridge House, 3, Timothy's Bridge Road**  
**Stratford-Upon-Avon, Warwickshire, UK**  
**CV37 9NQ**

Executed as a deed by  
**APEC Limited**  
acting by  
and witnessed by

)  
)   
) Director  
)   
)  
) Witness's signature  
) Name: **Denis Andre**  
) Address **Bridge House, 3, Timothy's Bridge Road**  
**Stratford-Upon-Avon, Warwickshire, UK**  
**CV37 9NQ**

Executed as a deed by  
**BTN Turbo Charger Service Limited**  
acting by  
and witnessed by

)  
)   
) Director  
)   
)  
) Witness's signature  
) Name: **Denis Andre**  
) Address: **Bridge House, 3, Timothy's Bridge Road**  
**Stratford-Upon-Avon, Warwickshire, UK**  
**CV37 9NQ**

Executed as a deed by  
Alliance Automotive UK Limited (for itself  
and as agent for each of the other Chargors  
party to the Security Agreement  
referred to in this Deed)  
acting by  
and witnessed by

)  
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)  
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)  
)  
)  
)  
)  
)

  
Director

  
Witness's signature

Name

Denis Andre

Address

Bridge House, 3, Timothy's Bridge Road  
Stratford-upon-Avon, Warwickshire, UK  
CV37 9NQ

The Security Agent

The Royal Bank of Scotland plc

By

