



## Registration of a Charge

Company Name: **APOLLO MOTOR COMPANY (HORSHAM) LIMITED**

Company Number: **07707463**



Received for filing in Electronic Format on the: **31/08/2023**

XCB2G216

### Details of Charge

Date of creation: **24/08/2023**

Charge code: **0770 7463 0005**

Persons entitled: **ARES MANAGEMENT LIMITED AS SECURITY AGENT FOR THE BENEFICIARIES**

Brief description: **ALL CURRENT AND FUTURE LAND (EXCEPT FOR ANY RESTRICTED LAND OR ANY SHORT LEASEHOLD PROPERTY) AND ALL INTELLECTUAL PROPERTY (EXCEPT FOR ANY RESTRICTED IP) OWNED BY THE COMPANY, IN EACH CASE AS SPECIFIED (AND DEFINED) IN THE DEED OF ACCESSION AND CHARGE REGISTERED BY THIS FORM MR01 (THE "DEED"). FOR MORE DETAILS PLEASE REFER TO THE DEED.**

**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 TRUE COMPOSITE COPY OF THE ORIGINAL  
INSTRUMENT.**

Certified by:

**DANIEL RASHBROOK**



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

Company number: 7707463

Charge code: 0770 7463 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 24th August 2023 and created by APOLLO MOTOR COMPANY (HORSHAM) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 31st August 2023 .

Given at Companies House, Cardiff on 1st September 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**

## Deed of Accession and Charge

THIS DEED OF ACCESSION AND CHARGE is made on

24 August 2023

### BETWEEN:

- (1) **The companies listed in Schedule 1** (the "**New Chargors**" and each a "**New Chargor**");
- (2) **Torrent Midco 2 Ltd** (registered in England and Wales under number 13222124) (the "**Parent**"); and
- (3) **Ares Management Limited** (the "**Security Agent**").

### WHEREAS:

- (A) This Deed is supplemental to a debenture dated 30 June 2023 (the "**Principal Deed**") between (1) the Chargors listed in Schedule 1 therein and (2) the Security Agent as agent and trustee for the beneficiaries named in the Principal Deed (the "**Beneficiaries**").
- (B) Each New Chargor has agreed, on the terms contained in the Principal Deed, to charge in favour of the Security Agent (acting as security agent and trustee for the Beneficiaries), all of its property, undertaking and assets to secure the Secured Liabilities, and to accede to the Principal Deed.

### THIS DEED WITNESSES as follows:

#### 1. DEFINITIONS AND INTERPRETATION

- 1.1 **Incorporation:** Words or expressions defined in the Principal Deed and principles of interpretation provided for in the Principal Deed shall, unless the context otherwise requires or unless otherwise re-defined below, have the same meaning and shall apply (as the case may be) in this Deed.

#### 1.2 **Additional Definitions:** In this Deed:

**"Deposit(s)"** means all sums of money in any currency:

- (a) deposited or paid by any Chargor now or at any time in the future to the credit of any Charged Account;
- (b) representing interest on any sums deposited or paid or held as set out in paragraph (a) above which is credited to any Charged Account; and
- (c) representing the renewal or replacement of or for any sums deposited or paid or held as set out in paragraphs (a) and/or (b) above.

**"Intellectual Property"** means patents (including supplementary protection certificates), utility models, registered and unregistered trade marks (including service marks), rights in passing off, copyright, database rights, registered and unregistered rights in designs (including in relation to semiconductor products) anywhere in the world and, in each case, any extensions and renewals of, and any applications for, such rights.

**"Land"** means freehold and leasehold, and any other estate in, land and (outside England and Wales) immovable property and in each case all buildings and structures upon and all things affixed to Land (including trade and tenant's fixtures).

**"Material Intellectual Property"** means all Intellectual Property other than any Intellectual Property Right with a value of less than £250,000.

**"Material Land"** means all Land other than:

- (a) any Land with a capital value less than £500,000; and
- (b) any Short Leasehold Property.

**"Restricted IP"** means any Intellectual Property owned by or licensed to a New Chargor which, in each case, precludes either absolutely or conditionally a New Chargor from creating a charge over its interest in that Intellectual Property and in respect of which consent has not yet been obtained pursuant to Clause 4.4(b) (*Third Party Consents*) of the Principal Deed.

**"Restricted Land"** means any leasehold property held by a New Chargor under a lease which precludes either absolutely or conditionally a New Chargor from creating a mortgage or charge over its leasehold interest in that property and in respect of which consent has not yet been obtained pursuant to Clause 4.4(a) (*Third Party Consents*) of the Principal Deed.

**"Short Leasehold Property"** means a leasehold property held by a New Chargor now or in the future under a lease granted at a rack rate which has an unexpired term of 15 years or less at the date of this Deed (or in the case of future acquired leasehold property, at the date of acquisition of such property by a New Chargor).

**"Structural Intra-Group Loans"** means any loan made by the Parent, Bidco and/or RKS to Bidco, RKS and/or the Company (as the case may be).

**"Specified Intellectual Property"** means the Intellectual Property listed in Schedule 3 (*Specified Intellectual Property*).

**"Specified Investments"** means, in relation to any Chargor, all Investments which at any time:

- (a) represent a holding in a Subsidiary of such Chargor or an undertaking which would be its subsidiary undertaking if in section 1162(2)(a) of the Companies Act 2006 "30 per cent or more" were substituted for "a majority";
- (b) are held in the name of the Security Agent or its nominee or to its order; or
- (c) that Chargor has deposited certificates for with the Security Agent or which, if uncertificated, are held in an escrow or other account in favour of the Security Agent or its nominee.

## 2. **ACCESSION BY THE NEW CHARGORS TO THE PRINCIPAL DEED**

2.1 **Accession:** Each New Chargor agrees to be bound by all the terms of the Principal Deed and to perform all obligations of a Chargor under, and in accordance with, the Principal Deed with effect from the date of this Deed, as if it had been an original party to the Principal Deed as a Chargor.

2.2 **Covenant to pay:** Each New Chargor (as primary obligor and not merely as surety) covenants with the Security Agent (as trustee for the Beneficiaries) that it will, on the Security Agent's written demand, pay or discharge the Secured Liabilities when due at the times and in the manner provided in the relevant Finance Documents.

2.3 **Proviso:** The covenants contained in this Clause and the security created by this Deed shall not extend to or include any liability or sum which would otherwise cause any such covenant or security to be unlawful or prohibited by any applicable law.

2.4 **Parent's agreement to the accession:** The Parent (on behalf of itself and the other members of the Group which are parties to the Principal Deed) hereby agrees to each New Chargor's accession.

### 3. **ASSIGNMENTS**

3.1 Each New Chargor, with full title guarantee, as security for the payment or discharge of all Secured Liabilities, assigns and agrees to assign absolutely (subject to a proviso for reassignment on redemption) to the Security Agent (as trustee for the Beneficiaries):

- (a) all of its rights, title and interest from time to time in respect of any sums payable to it pursuant to the Insurance Policies;
- (b) all its rights, title and interest from time to time in respect of the Hedging Agreements (to the extent that a New Chargor is a party to the relevant document); and
- (c) all its rights, title and interest from time to time in respect of any Structural Intra-Group Loans.

### 4. **FIXED SECURITY**

4.1 Each New Chargor, with full title guarantee, as security for the payment or discharge of all Secured Liabilities, charges in favour of the Security Agent (as trustee for the Beneficiaries):

- (a)
  - (i) by way of legal mortgage, all Material Land (save for any Restricted Land) in England and Wales now vested in it and registered at HM Land Registry or which will be subject to first registration at HM Land Registry upon the execution and delivery of this Deed, in each case as described in Schedule 2 to this Deed (*Registered Land to be Mortgaged*);
  - (ii) subject to Clause 11.2 of the Principal Deed (*Supplemental Legal Mortgage*), all Material Land in England and Wales now vested in it and registered at HM Land Registry or which will be subject to first registration at HM Land Registry upon the execution and delivery of this Deed, which has ceased to fall within the definition of Restricted Land by virtue of receipt of the relevant landlord's consent to charge that Material Land, but only with effect from the date on which that consent is obtained;
- (b) by way of fixed charge:
  - (i) with the exception of any Restricted Land and any Short Leasehold Property, all other Land which is now, or in the future becomes, its property;
  - (ii) all Land (save for any Short Leasehold Property) which has ceased to fall within the definition of Restricted Land by virtue of receipt of the relevant landlord's consent to charge that Land, but only with effect from the date on which that consent is obtained;
  - (iii) all other interests and rights in or relating to Land or in the proceeds of sale of Land now or in the future belonging to it;

- (iv) all plant and machinery now or in the future attached to any Land which, or an interest in which, is charged by it under the preceding provisions of this Clause 4.1;
- (v) all rental and other income and all debts and claims now or in the future due or owing to it under or in connection with any lease, agreement or licence relating to Land;
- (vi) all Specified Investments which are now its property, including all proceeds of sale derived from them;
- (vii) all Specified Investments in which that New Chargor may in the future acquire any interest (legal or equitable), including all proceeds of sale derived from them;
- (viii) all Derivative Rights of a capital nature now or in the future accruing or offered in respect of its Specified Investments;
- (ix) all Derivative Rights of an income nature now or in the future accruing or offered at any time in respect of its Specified Investments;
- (x) all Insurance Policies now or in the future held by or otherwise benefiting it which relate to Fixed Security Assets or which are now or in the future deposited by it with the Security Agent, together with all its rights and interests in such Insurance Policies (including the benefit of all claims arising and all money payable under them) apart from any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) in this Deed;
- (xi) all its goodwill and uncalled capital for the time being;
- (xii) all Specified Intellectual Property belonging to it;
- (xiii) with the exception of any Restricted IP, all other Intellectual Property presently belonging to it, including any Material Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others;
- (xiv) with the exception of any Restricted IP, all Intellectual Property that may be acquired by or belong to it in the future, including any such Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others;
- (xv) with the exception of any Restricted IP, the benefit of all agreements and licences now or in the future entered into or enjoyed by it relating to the use or exploitation of any Material Intellectual Property in any part of the world;
- (xvi) all Intellectual Property (including any Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others, and the benefit of all agreements and licences now or in the future entered into or enjoyed by it relating to the use or exploitation of any Intellectual Property in any part of the world) which by virtue of obtaining third party consent to charge such Intellectual Property has ceased to fall within the definition of Restricted IP, but only with effect from the date on which that consent is obtained;

- (xvii) all its rights now or in the future in relation to trade secrets, confidential information and knowhow in any part of the world;
- (xviii) all its rights and causes of action in respect of infringement(s) (past, present or future) of the rights referred to in sub-paragraphs (b)(xii) to (xvii) inclusive of this Clause;
- (xix) all trade debts now or in the future owing to it;
- (xx) all other debts now or in the future owing to it, excluding those arising on fluctuating accounts with other members of the Group;
- (xxi) the benefit of all instruments, guarantees, charges, pledges and other security and all other rights and remedies available to it in respect of any Fixed Security Asset except to the extent that such items are for the time being effectively assigned under Clause 3 (*Assignments*);
- (xxii) any beneficial interest, claim or entitlement it has to any pension fund now or in the future;
- (xxiii) all rights, money or property accruing or payable to it now or in the future under or by virtue of a Fixed Security Asset except to the extent that such rights, money or property are for the time being effectively assigned or charged by fixed charge under the foregoing provisions of this Deed;
- (xxiv) the benefit of all licences, consents and authorisations held in connection with its business or the use of any Asset and the right to recover and receive all compensation which may be payable in respect of them; and
- (xxv) the Deposit(s).

## 5. CREATION OF FLOATING CHARGE

5.1 Each New Chargor, with full title guarantee, charges to the Security Agent (as trustee for the Beneficiaries) as security for the payment or discharge of all Secured Liabilities, by way of floating charge:

- (a) all its Assets, except to the extent that such Assets are for the time being effectively assigned by way of security by virtue of Clause 3 (*Assignments*) or charged by any fixed charge contained in Clause 4 (*Fixed security*), including any Assets comprised within a charge which is reconverted under Clause 5.4 of the Principal Deed (*Reconversion*); and
- (b) without exception, all its Assets in so far as they are for the time being situated in Scotland,

but in each case so that such New Chargor shall not create any Security over any such Floating Charge Asset (whether having priority over, or ranking *pari passu* with or subject to, this floating charge) or take any other step referred to in Clause 6 (*Negative pledge and other restrictions*) with respect to any such Floating Charge Asset, and such New Chargor shall not, without the consent of the Security Agent, sell, transfer, part with or dispose of any such Floating Charge Asset (except as specifically permitted by Clause 25.16 (*Disposals*) of the Facilities Agreement and not prohibited by the terms of any other Finance Document).



- 5.2 The parties agree (without limitation to the general nature of each New Chargor's accession to the Principal Deed contained in Clause 2) that the crystallisation provisions contained in Clause 5 of the Principal Deed shall equally apply to the floating charge contained in this Deed as if set out in full in this Deed.

**6. NEGATIVE PLEDGE AND OTHER RESTRICTIONS**

Without the prior written consent of the Security Agent, except as specifically permitted by the Facilities Agreement, no New Chargor shall:

- (a) create, or agree or attempt to create, or permit to subsist, any Security or any trust over any of its Assets; or
- (b) sell, assign, lease, license or sub-license, or grant any interest in, any of its Fixed Security Assets, or part with possession or ownership of them, or purport or agree to do so.

**7. RIGHT OF APPROPRIATION**

- 7.1 The parties acknowledge and intend that the charges over each New Chargor's Financial Collateral provided under or pursuant to this Deed will each constitute a "security financial collateral arrangement" for the purposes of the Financial Collateral Regulations.

- 7.2 The Security Agent may, on or at any time after the security constituted by this Deed becomes enforceable in accordance with the terms of the Principal Deed, by notice in writing to each New Chargor appropriate with immediate effect all or any of its Financial Collateral hereby charged which is subject to a security financial collateral arrangement (within the meaning of the Financial Collateral Regulations) and apply it in or towards the discharge of the Secured Liabilities, whether such Assets are held by the Security Agent or otherwise.

- 7.3 The value of any Financial Collateral appropriated under Clause 7.2 shall be:

- (a) in the case of cash, its face value at the time of appropriation; and
- (b) in the case of financial instruments or other financial collateral, their market value at the time of appropriation as determined (after appropriation) by the Security Agent by reference to a public index or other applicable generally recognised price source or such other process as the Security Agent may reasonably select, including a valuation carried out by an independent firm of accountants or valuers appointed by the Security Agent or if greater, the value realised pursuant to the "fair value" provisions of the Intercreditor Agreement;

as converted, where necessary, into sterling at a market rate of exchange prevailing at the time of appropriation selected by the Security Agent.

- 7.4 The Security Agent will account to each New Chargor for any amount by which the value of the appropriated Assets exceeds the Secured Liabilities and each New Chargor shall remain liable to the Security Agent for any amount by which the value of the appropriated Assets is less than the Secured Liabilities.

- 7.5 Each New Chargor agrees that the method of valuing such Financial Collateral under Clause 7.3 is commercially reasonable.

## 8. APPLICATION TO HM LAND REGISTRY

Each New Chargor:

- (a) in relation to each register of title of any present and future Material Land of such New Chargor which is charged to the Security Agent under this Deed, subject to paragraph 9.6 of the Agreed Security Principles, consents to the Security Agent (or its solicitors) at any time submitting to HM Land Registry:
  - (i) a form AP1 (*application to change the register*) in respect of the security created by this Deed;
  - (ii) a form AN1 (*application to enter an agreed notice*) in respect of the security created by this Deed;
  - (iii) a form RX1 (*application to register a restriction*) in the following terms:

"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 charge dated [date] in favour of [Chargee] referred to on the charges register or their conveyancer."; and
  - (iv) a form CH2 (*application to enter an obligation to make further advances*); and
- (b) covenants to submit an application to the appropriate Land Registry for the first registration of any unregistered Material Land in England and Wales mortgaged by Clause 4 (*Fixed security*) at its own expense, immediately following its execution of this Deed.

## 9. POWER OF ATTORNEY

9.1 **Appointment of attorney:** Each New Chargor, by way of security and to more fully secure the performance of its obligations under this Deed, hereby irrevocably appoints the Security Agent and separately any nominee and/or any Receiver to be its attorney (with full power to appoint substitutes and to delegate) with power in its name and on its behalf, and as its act and deed or otherwise (whether or not a Receiver or administrator has been appointed) to:

- (a) do any thing which relates to, or which is needed to give effect to, any further assurance, perfection or obligation which such New Chargor is obliged to do (but has not done within 5 Business Days of being notified by the Security Agent, or such longer timeframe which has been provided by the Security Agent acting reasonably under such notice (with, if practicable, a copy of such notice being sent to the Parent) of such failure and being requested to comply) in accordance with the terms of this Deed, including to execute and deliver and otherwise perfect any agreement, assurance, deed, instrument or document the Security Agent considers in its reasonable opinion is necessary for these purposes; and
- (b) following the occurrence of an Event of Default, enable the Security Agent or any such nominee and/or Receiver to exercise (or to delegate) all or any of the rights conferred on it by this Deed or by statute in relation to this Deed or the Assets charged, or purported to be charged, by it.

9.2 **Ratification:** Each New Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this clause (provided such acts were not carried out by the attorney with gross negligence or in wilful default of the provisions of this Deed).

9.3 **Sums recoverable:** All sums properly expended by the Security Agent or any Receiver under this clause shall be recoverable from each New Chargor under Clause 21 (*Costs and Expenses*) and Clause 22 (*Other Indemnities*) of the Intercreditor Agreement.

## 10. **NOTICES**

All notices or demands to be given or made pursuant to this Deed shall be given or made in the manner set out in Clause 33 (*Notices*) of the Principal Deed. Each New Chargor's address for service is set out in Schedule 1 (*New Chargors*).

## 11. **COUNTERPARTS**

This Deed may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all of which when taken together shall constitute a single document.

## 12. **GOVERNING LAW**

This Deed and all non-contractual obligations arising in any way whatsoever out of or in connection with this Deed shall be governed by, construed and take effect in accordance with English law.

## 13. **ENFORCEMENT**

### 13.1 **Jurisdiction:**

- (a) The courts of England shall have exclusive jurisdiction to settle any claim, dispute or matter of difference which may arise in any way whatsoever out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed or any claim for set-off) or the legal relationships established by this Deed (a "**Dispute**"), only where such Dispute is the subject of proceedings commenced by a New Chargor.
- (b) Where a Dispute is the subject of proceedings commenced by one or more Beneficiaries, the Beneficiaries are entitled to bring such proceedings in any court or courts of competent jurisdiction (including but not limited to the courts of England). If any New Chargor raises a counter-claim in the context of proceedings commenced by one or more of the Beneficiaries, that New Chargor shall bring such counter-claim before the court seized of the Beneficiaries' claim and no other court.
- (c) The commencement of legal proceedings in one or more jurisdictions shall not, to the extent allowed by law, preclude the Beneficiaries from commencing legal actions or proceedings in any other jurisdiction, whether concurrently or not.
- (d) To the extent allowed by law, each New Chargor irrevocably waives any objection it may now or hereafter have on any grounds whatsoever to the laying of venue of any legal proceeding, and any claim it may now or hereafter have that any such legal proceeding has been brought in an inappropriate or inconvenient forum

14. **FINANCE DOCUMENT**

This Deed is a Finance Document.

**THIS DEED OF ACCESSION AND CHARGE** has been executed by the New Chargors as a deed and signed by the Parent and the Security Agent and it has been delivered and shall take effect as a deed on the date stated at the beginning of this document.

## SCHEDULE 1

## New Chargors

Company Name	Company Number	Notice Details
Apollo Motor Group Limited	05732870	<b>Address:</b> 13 March Place Gatehouse Way, Aylesbury, Buckinghamshire, England, HP19 8UG <b>Email:</b> [REDACTED]@steer.co.uk <b>Attention:</b> Paul Hawkes
Apollo Accident Repair Group Limited	03372449	<b>Address:</b> 13 March Place Gatehouse Way, Aylesbury, Buckinghamshire, England, HP19 8UG <b>Email:</b> [REDACTED]@steer.co.uk <b>Attention:</b> Paul Hawkes
Apollo Motor Company (Bexhill) Limited	06932994	<b>Address:</b> 13 March Place Gatehouse Way, Aylesbury, Buckinghamshire, England, HP19 8UG <b>Email:</b> [REDACTED]@steer.co.uk <b>Attention:</b> Paul Hawkes
Apollo Motor Company (Bournemouth) Limited	04093907	<b>Address:</b> 13 March Place Gatehouse Way, Aylesbury, Buckinghamshire, England, HP19 8UG <b>Email:</b> [REDACTED]@steer.co.uk <b>Attention:</b> Paul Hawkes
Apollo Motor Company (Cheltenham) Limited	08941838	<b>Address:</b> 13 March Place Gatehouse Way, Aylesbury, Buckinghamshire, England, HP19 8UG <b>Email:</b> [REDACTED]@steer.co.uk <b>Attention:</b> Paul Hawkes
Apollo Motor Company (Dover) Limited	08941921	<b>Address:</b> 13 March Place Gatehouse Way, Aylesbury, Buckinghamshire, England, HP19 8UG <b>Email:</b> [REDACTED]@steer.co.uk <b>Attention:</b> Paul Hawkes
Apollo Motor Company (Horsham) Limited	07707463	<b>Address:</b> 13 March Place Gatehouse Way, Aylesbury, Buckinghamshire, England, HP19 8UG

		<b>Email:</b> [REDACTED]@steer.co.uk <b>Attention:</b> Paul Hawkes
Apollo Motor Company (Salisbury) Limited	10411895	<b>Address:</b> 13 March Place Gatehouse Way, Aylesbury, Buckinghamshire, England, HP19 8UG <b>Email:</b> [REDACTED]@steer.co.uk <b>Attention:</b> Paul Hawkes
Apollo Motor Company (Sittingbourne) Limited	10408312	<b>Address:</b> 13 March Place Gatehouse Way, Aylesbury, Buckinghamshire, England, HP19 8UG <b>Email:</b> [REDACTED]@steer.co.uk <b>Attention:</b> Paul Hawkes
Apollo Motor Company (Swindon) Limited	10408481	<b>Address:</b> 13 March Place Gatehouse Way, Aylesbury, Buckinghamshire, England, HP19 8UG <b>Email:</b> [REDACTED]@steer.co.uk <b>Attention:</b> Paul Hawkes
Apollo Motor Company (Tonbridge) Limited	05681196	<b>Address:</b> 13 March Place Gatehouse Way, Aylesbury, Buckinghamshire, England, HP19 8UG <b>Email:</b> [REDACTED]@steer.co.uk <b>Attention:</b> Paul Hawkes
Apollo Motor Company (Westbury) Limited	10408453	<b>Address:</b> 13 March Place Gatehouse Way, Aylesbury, Buckinghamshire, England, HP19 8UG <b>Email:</b> [REDACTED]@steer.co.uk <b>Attention:</b> Paul Hawkes
Apollo Motor Company (Yeovil) Limited	05207476	<b>Address:</b> 13 March Place Gatehouse Way, Aylesbury, Buckinghamshire, England, HP19 8UG <b>Email:</b> [REDACTED]@steer.co.uk <b>Attention:</b> Paul Hawkes
Balgores Motors (1982) Limited	01651079	<b>Address:</b> 13 March Place Gatehouse Way, Aylesbury, Buckinghamshire, England, HP19 8UG

		<b>Email:</b> [REDACTED]@steer.co.uk <b>Attention: Paul Hawkes</b>
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**SCHEDULE 2**

**Registered Land to be Mortgaged**

*None as at the date of this Deed of Accession and Charge.*



**SCHEDULE 3**

**Specified Intellectual Property**

*None as at the date of this Deed of Accession and Charge.*

**EXECUTION PAGES**

**NEW CHARGORS**

Executed as a Deed by **APOLLO MOTOR)**  
**GROUP LIMITED** acting by two Directors

)

)

or one Director

)

Jon Hire

\_\_\_\_\_  
Director

in the presence of:

Signature of witness:

\_\_\_\_\_  
Director

Name of witness:

Address of witness:

Executed as a Deed by **APOLLO ACCIDENT)**  
**REPAIR GROUP LIMITED** acting by two  
Directors )

)  
or one Director ) 

Jon Hire Director

in the presence of:

Signature of witness:   
\_\_\_\_\_  
Director

Name of witness:  
\_\_\_\_\_

Address of witness:  
\_\_\_\_\_  
  
\_\_\_\_\_

Executed as a Deed by **APOLLO MOTOR)**  
**COMPANY (BEXHILL) LIMITED** acting by  
two Directors )

)  
or one Director ) — 

Jon Hire

Director

in the presence of:

Signature of witness: — 

Director

Name of witness:

\_\_\_\_\_

Address of witness:

\_\_\_\_\_

\_\_\_\_\_

Executed as a Deed by **APOLLO MOTOR)**  
**COMPANY (BOURNEMOUTH) LIMITED**  
acting by two Directors )

)

or one Director )

Jon Hire

Director

in the presence of:

Signature of witness:

Director

Name of witness:

Address of witness:

Executed as a Deed by **APOLLO MOTOR)**  
**COMPANY (CHELTENHAM) LIMITED**  
acting by two Directors )

)

or one Director )

Jon Hire

Director

in the presence of:

Signature of witness:

Director

Name of witness:

Address of witness:

Executed as a Deed by **APOLLO MOTOR)**  
**COMPANY (DOVER) LIMITED** acting by two  
Directors )

or one Director )

Jon Hire



Director

in the presence of:

Signature of witness:



Director

Name of witness:

\_\_\_\_\_

Address of witness:

\_\_\_\_\_

\_\_\_\_\_

Executed as a Deed by **APOLLO MOTOR)**  
**COMPANY (HORSHAM) LIMITED** acting by  
two Directors )

)

or one Director )

Jon Hire

Director

in the presence of:

Signature of witness:

Director

Name of witness:

Address of witness:



Executed as a Deed by **APOLLO MOTOR**  
**COMPANY (SALISBURY) LIMITED** acting  
by two Directors )

or one Director )

Jon Hire

Director

in the presence of:

Signature of witness:

Director

Name of witness:

Address of witness:

Executed as a Deed by **APOLLO MOTOR**  
**COMPANY (SITTINGBOURNE) LIMITED**  
acting by two Directors )

)  
or one Director ) — 

Jon Hire Director

in the presence of:

Signature of witness:   
\_\_\_\_\_  
Director

Name of witness:  
\_\_\_\_\_

Address of witness:  
\_\_\_\_\_  
  
\_\_\_\_\_

Executed as a Deed by **APOLLO MOTOR)**  
**COMPANY (SWINDON) LIMITED** acting by  
two Directors )

or one Director )

Jon Hire

\_\_\_\_\_  
Director

in the presence of:

Signature of witness:

\_\_\_\_\_  
Director

Name of witness:

Address of witness:

Executed as a Deed by **APOLLO MOTOR**  
**COMPANY (TONBRIDGE) LIMITED** acting  
by two Directors )

)   
or one Director )

Jon Hire Director

in the presence of:

Signature of witness: 

\_\_\_\_\_  
Director

Name of witness:  
\_\_\_\_\_

Address of witness:  
\_\_\_\_\_  
  
\_\_\_\_\_

Executed as a Deed by **APOLLO MOTOR**  
**COMPANY (WESTBURY) LIMITED** acting  
by two Directors )

or one Director )

Jon Hire

Director

in the presence of:

Signature of witness:

Director

Name of witness:

Address of witness:

Executed as a Deed by **APOLLO MOTOR)**  
**COMPANY (YEOVIL) LIMITED** acting by two  
Directors )

)   
or one Director ) —

Jon Hire

Director

in the presence of:

Signature of witness: 

\_\_\_\_\_  
Director

Name of witness:

\_\_\_\_\_

Address of witness:

\_\_\_\_\_

\_\_\_\_\_

Executed as a Deed by **BALGORES)**  
**MOTORS (1982) LIMITED** acting by two  
Directors )

)

or one Director )

Jon Hire

Director

in the presence of:

Signature of witness:

Director

Name of witness:

Address of witness:

**THE PARENT**

**Torrent Midco 2 Ltd**

By:



Paul Hawkes



**THE SECURITY AGENT**

**Ares Management Limited**

By:

A solid black rectangular box used to redact a signature.

John Atherton