



Registration of a Charge

Company Name: **CAMBRIA AUTOMOBILES ACQUISITIONS LIMITED**

Company Number: **05764183**



Received for filing in Electronic Format on the: **28/09/2021**

XADYVPSY

Details of Charge

Date of creation: **23/09/2021**

Charge code: **0576 4183 0008**

Persons entitled: **LLOYDS BANK PLC**

Brief description: **NONE**

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: **WE 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 PART OF THE CHARGING INSTRUMENT SIGNED BY OR ON BEHALF OF THE CHARGOR, AND A CORRECT COPY OF THE SIGNATURE PAGE TO EACH OTHER PART OF SUCH CHARGING INSTRUMENT.**

Certified by:

DENTONS UK AND MIDDLE EAST LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5764183

Charge code: 0576 4183 0008

The Registrar of Companies for England and Wales hereby certifies that a charge dated 23rd September 2021 and created by CAMBRIA AUTOMOBILES ACQUISITIONS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 28th September 2021 .

Given at Companies House, Cardiff on 29th September 2021

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 ACCESSION DEED

Dated 23 September 2021

BETWEEN

- (1) **THE COMPANIES** listed in Schedule 1 (*New Chargors*) (the “**New Chargor**”);
- (2) **CAMBRIA BIDCO LIMITED**, a company incorporated under the laws of England and Wales with registered number 13418494 (the “**Borrower**”); and
- (3) **LLOYDS BANK PLC** of 10 Gresham Street, London, EC2V 7AE as trustee for the Secured Parties (the “**Security Agent**”).

RECITALS

This deed is supplemental to a debenture dated 4 June 2021 between, among others, the Borrower, the Chargors named in it and the Security Agent (as supplemented and amended from time to time, the “**Debenture**”).

THIS DEED WITNESSES**1 Definitions and Interpretation****1.1 Definitions**

Words and expressions defined in the Debenture shall have the same meanings in this Deed.

1.2 Construction

The principles of construction set out in clause 1.2 (*Construction*) of the Debenture shall apply to this Deed, insofar as they are relevant to it, as they apply to the Debenture.

2 Accession of New Chargor

Each New 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 as a Chargor except that:

- (a) where any representation or obligation of the Chargors in the Debenture applies on, or by reference to, the date of the Debenture, that representation or obligation shall, for each New Chargor, apply on, or by reference to, the date of this Deed instead;
- (b) where any representation or obligation of the Chargors in the Debenture refers to information in Schedule 2 (*Land charged by way of legal mortgage*), Schedule 3 (*Shares*), Schedule 7 (*Current Accounts*) or Schedule 9 (*Specified Intellectual*

Property) of the Debenture, for each New Chargor that representation or obligation shall be deemed to refer to the information in the equivalent Schedule of this Deed; and

- (c) where any term of the Debenture (including any form of notice in the Debenture) refers to Security created under the Debenture, for each New Chargor, that term shall be deemed to refer to Security created under this Deed; and
- (d) noting that:
 - (i) the Secured Liabilities include amounts borrowed under the Senior Facilities Agreement, under which amounts borrowed under Facility A (as defined in the Facility Agreement) are to be used in part to fund the acquisition of the issued share capital of Cambria Automobiles PLC (the “**Target**”); and
 - (ii) pursuant to the Senior Facilities Agreement and the Companies Act 2006, the security created by the New Chargor may not, and do not, apply to any liability to the extent that it would constitute unlawful financial assistance within the meaning of section 678 or 679 of the Act or any applicable provisions, and accordingly, its provision of security towards the payment and discharge of Facility A is conditional upon the re-registration of the Target as a private limited company pursuant to section 97 of the Act (the date on which such re-registration occurs being the “**Re-Registration Date**”),

the security created under this Deed shall secure:

- (iii) on and from the date of this Deed, all the Secured Liabilities other than any amounts owed as a result of any borrowing made under Facility A (as defined in the Senior Facilities Agreement) to the extent securing such amounts would constitute unlawful financial assistance within the meaning of sections 678 or 679 of the Act or any other applicable provisions; and
- (iv) on and from the Re-Registration Date, all the Secured Liabilities, including any amounts owed as a result of any borrowing made under Facility A (as defined in the Senior Facilities Agreement).

3 Creation of Security

Each New Chargor mortgages, charges and assigns to the Security Agent all its business, undertaking and assets on the terms of clause 3 (*Creation of Security*) of the Debenture provided that:

- (a) the Land charged by way of legal mortgage shall be the Land referred to in Schedule 2 (*Land*);
- (b) the Shares mortgaged or (if and to the extent that the mortgage does not take effect as a mortgage) charged by way of fixed charge shall include the Shares referred to in Schedule 3 (*Shares*);
- (c) the Controlled Accounts charged by way of fixed charge shall include those set out in Schedule 4 (*Controlled Accounts*);

- (d) the Current Accounts of the New Chargor are those set out in Schedule 5 (*Current Accounts*);
- (e) the Assigned Agreements assigned or (if and to the extent that the assignment does not take effect as an assignment) charged by way of fixed charge shall include the Assigned Agreements set out in Schedule 6 (*Assigned Agreements*); and
- (f) the Intellectual Property charged by way of fixed charge shall include that set out in Schedule 7 (*Specified Intellectual Property*).

4 No Default

The Borrower confirms that no Default is continuing or will occur as a result of each New Chargor becoming a Chargor.

5 Law

This Deed is governed by English law.

EXECUTED AS A DEED and delivered on the date appearing at the beginning of this Deed.

SCHEDULE 1
New Chargors

Name of New Chargor	Registration Number	Jurisdiction of Incorporation
Cambria Automobiles plc	05754547	England & Wales
Cambria Automobiles Group Limited	05767247	England & Wales
Cambria Automobiles Property Limited	05707313	England & Wales
Cambria Automobiles Acquisitions Limited	05764183	England & Wales
Invicta Motors (Maidstone) Limited	07136624	England & Wales
Cambria Vehicle Services Limited	06488988	England & Wales
Thoranmart Limited	02017117	England & Wales
Grange Motors (Swindon) Limited	04448487	England & Wales
Cambria Automobiles (Swindon) Limited	05135183	England & Wales
Cambria Automobiles (South East) Limited	02953829	England & Wales
Repair and Maintenance Plans Limited	10911886	England & Wales
SoGo Mobility Limited	12934041	England & Wales
E-Warranty Limited	12034340	England & Wales
Grange Motors (Brentwood) Limited	00616119	England & Wales
Invicta Motors Limited	00186518	England & Wales

SCHEDULE 2
Land

Part 1— Registered Land

Name of Chargor	Property Description	Tenure	Title Number
Invicta Motors Limited	Invicta Ashford, The Parade, Orbital Park, Ashford, TN24 0HT	Freehold	K787057
Cambria Automobiles Property Limited	Jaguar and Land Rover, Victors Way, Barnet, EN5 5TY	Freehold	AGL101412
Cambria Automobiles Property Limited	170 Rochdale Road, Bury, BL9 7DF	Freehold	GM344144
Invicta Motors Limited	Invicta Canterbury, 56-61 Sturry Road, Canterbury, Kent CT1 1DR	Freehold	K238444
Cambria Automobiles Property Limited	Eastern Approach, Chelmsford, CM2 6PN	Freehold	EX559985
Cambria Automobiles Property Limited	Doves, 111 Brighton Road, South Croydon, Surrey CR2 6EE	Freehold	SGL466543
Cambria Automobiles Property Limited	2 Imperial Way, Croydon, CR0 4RR	Freehold	SY316867
Cambria Automobiles Property Limited	4 Imperial Way, Croydon, CR0 4RR	Freehold	SY316867
Cambria Automobiles Property Limited	6 Imperial Way, Croydon, CR0 4RR	Freehold	SY316867
Cambria Automobiles Property Limited	Plot 4100, Hatfield Business Park, Hatfield, AL10 9UH	Freehold	HD535960
Cambria Automobiles Property Limited	Plot 5610, Hatfield Business Park, Hatfield	Freehold	HD583601
Cambria Automobiles Property Limited	Invicta, Sutton Road, Parkwood, Maidstone, ME15 9NW	Freehold	K965514
Cambria Automobiles Property Limited	Oldham Fiat, Huddersfield Road, Oldham, OL1 3HQ	Freehold	GM793225
Cambria Automobiles Property Limited	Preston Motor Park, Portway, Ashton on Ribble, Preston, PR2 2YQ	Freehold	LA801165
Cambria Automobiles Property Limited	Development Land, Brook Street, Brentwood	Freehold	EX988135
Invicta Motors Limited	Invicta Motors Ltd, 414 Margate Road, Ramsgate, CT12 6SJ	Freehold	K778052
Cambria Automobiles Property Limited	Kenilworth Road, Hampton in Arden, Balsall Common, B92 0LR	Freehold	WM430816 & WM595952

Name of Chargor	Property Description	Tenure	Title Number
Cambria Automobiles Property Limited	The Green, Stratford Road, Shirley, Solihull, B90 4LA	Freehold	New Title to be Allocated Seller's title numbers: MM63012 & MM132038
Cambria Automobiles Property Limited	Swindon Motor Park, Dorcan Way, Swindon, SN3 3RS	Freehold	WT441554
Cambria Automobiles Property Limited	Invicta, Dowding Way, Tunbridge Wells, Kent, TN2 3DS	Freehold	K850894
Cambria Automobiles Property Limited	Warrington Fiat, 201 Winwick Road, Warrington, Cheshire WA2 7PE	Freehold	CH298612, CH298613 & CH298614
Cambria Automobiles Property Limited	Land Rover, Coped Hall, Royal Wootton Bassett, Swindon, Wiltshire, SN4 8EP	Freehold	WT116349

Part 2– Unregistered Land

None at the date of this Deed.

SCHEDULE 3
Shares

Name of Chargor	Subsidiary	Number and class of shares	Details of nominees (if any) holding legal title to shares
Cambria Automobiles plc	Cambria Automobiles Group Limited	666,000 ordinary shares	N/A
Cambria Automobiles Group Limited	Cambria Automobiles Property Limited	257,125 ordinary shares	N/A
	Cambria Automobiles Acquisitions Limited	408,825 ordinary shares	N/A
Cambria Automobiles Acquisitions Limited	Invicta Motors (Maidstone) Limited	350,000 ordinary shares	N/A
	Cambria Vehicle Services Limited	500,000 ordinary shares	N/A
	Thoranmart Limited	2,500,000 ordinary shares	N/A
	Grange Motors (Swindon) Limited	75,000 ordinary shares; 75,000 redeemable preference shares	N/A
	Cambria Automobiles (Swindon) Limited	75,000 ordinary shares	N/A
	Cambria Automobiles (South East) Limited	21,610,000 ordinary shares	N/A
	Repair and Maintenance Plans Limited	2 ordinary shares; 12 B1 ordinary shares	N/A
	SoGo Mobility Limited	1 ordinary share	N/A

Name of Chargor	Subsidiary	Number and class of shares	Details of nominees (if any) holding legal title to shares
	E-Warranty Limited	100 ordinary shares	N/A
Cambria Automobiles (South East) Limited	Grange Motors (Brentwood) Ltd	1,000,000 ordinary shares	N/A
	Invicta Motors Limited	1,910,416 ordinary shares; 4,500 preference shares	N/A

SCHEDULE 4
Controlled Accounts

None at the date of this Deed.

SCHEDULE 5
Current Accounts

Name of Chargor	Account Bank	Sort Code	Account Number
Cambria Automobiles plc	Bank of Scotland plc	12 01 03	06072686
Cambria Automobiles plc	Bank of Scotland plc	12 01 03	10156560
Cambria Automobiles plc	Bank of Scotland plc	12 01 03	6085049
Cambria Automobiles plc	Bank of Scotland plc	12 01 03	6105725
Cambria Automobiles plc	Bank of Scotland plc	12 01 03	6121741
Cambria Automobiles Group Limited	Bank of Scotland plc	12 01 03	6072707
Cambria Automobiles Property Limited	Bank of Scotland plc	12 01 03	6072715
Cambria Automobiles Acquisitions Limited	Bank of Scotland plc	12 01 03	6072694
Repair and Maintenance Plans Limited	Bank of Scotland plc	12 01 03	10223162
E Warranty Limited	Bank of Scotland plc	80 11 00	10370062
SoGo Mobility Ltd	Bank of Scotland plc	12 01 03	10340765
Cambria Automobiles (Swindon) Limited	Bank of Scotland plc	12 01 03	6072731
Cambria Automobiles (Swindon) Limited	Bank of Scotland plc	12 01 03	6201119
Cambria Automobiles (Swindon) Limited	Bank of Scotland plc	12 01 03	6084943
Grange Motors (Swindon) Limited	Bank of Scotland plc	12 01 03	6072723
Grange Motors (Swindon) Limited	Bank of Scotland plc	12 01 03	10137765
Cambria Vehicle Services Limited	Bank of Scotland plc	12 01 03	6103367
Cambria Vehicle Services Limited	Bank of Scotland plc	12 01 03	10019362
Thoranmart Ltd	Bank of Scotland plc	12 01 03	6090649
Thoranmart Ltd	Bank of Scotland plc	12 01 03	6100414
Thoranmart Ltd	Bank of Scotland plc	12 01 03	6100457
Thoranmart Ltd	Bank of Scotland plc	12 01 03	6100406
Thoranmart Ltd	Bank of Scotland plc	12 01 03	6100422
Thoranmart Ltd	Bank of Scotland plc	12 01 03	6121856
Thoranmart Ltd	Bank of Scotland plc	12 01 03	6121864

Name of Chargor	Account Bank	Sort Code	Account Number
Thoranmart Ltd	Bank of Scotland plc	12 01 03	6121872
Thoranmart Ltd	Bank of Scotland plc	12 01 03	6121880
Thoranmart Ltd	Bank of Scotland plc	12 01 03	6103076
Invicta Motors Ltd.	Bank of Scotland plc	12 01 03	6101097
Invicta Motors Ltd.	Bank of Scotland plc	12 01 03	6101118
Invicta Motors Ltd.	Bank of Scotland plc	12 01 03	6101126
Invicta Motors Ltd.	Bank of Scotland plc	12 01 03	6101134
Invicta Motors Ltd.	Bank of Scotland plc	12 01 03	6121127
Invicta Motors Ltd.	Bank of Scotland plc	12 01 03	6121135
Grange Motors (Brentwood) Ltd.	Bank of Scotland plc	12 01 03	6101177
Grange Motors (Brentwood) Ltd.	Bank of Scotland plc	12 01 03	6101193
Grange Motors (Brentwood) Ltd.	Bank of Scotland plc	12 01 03	6101214
Grange Motors (Brentwood) Ltd.	Bank of Scotland plc	12 01 03	6101185
Grange Motors (Brentwood) Ltd.	Bank of Scotland plc	12 01 03	6101206
Grange Motors (Brentwood) Ltd.	Bank of Scotland plc	12 01 03	10159462
Grange Motors (Brentwood) Ltd.	Bank of Scotland plc	12 01 03	10222661
Grange Motors (Brentwood) Ltd.	Bank of Scotland plc	12 01 03	10222768
Grange Motors (Brentwood) Ltd.	Bank of Scotland plc	12 01 03	10313361
Grange Motors (Brentwood) Ltd.	Bank of Scotland plc	12 01 03	10328563
Grange Motors (Brentwood) Ltd.	Bank of Scotland plc	12 01 03	6101222
Cambria Automobiles (South East) Ltd.	Bank of Scotland plc	12 01 03	6101249
Cambria Automobiles (South East) Ltd.	Bank of Scotland plc	12 01 03	6101257
Cambria Automobiles (South East) Ltd.	Bank of Scotland plc	12 01 03	6101142
Cambria Automobiles (South East) Ltd.	Bank of Scotland plc	12 01 03	6101150
Cambria Automobiles (South East) Ltd.	Bank of Scotland plc	12 01 03	6101169
Cambria Automobiles (South East) Ltd.	Bank of Scotland plc	12 01 03	6101476
Cambria Automobiles (South East) Ltd.	Bank of Scotland plc	12 01 03	6129399

Name of Chargor	Account Bank	Sort Code	Account Number
Cambria Automobiles (South East) Ltd.	Bank of Scotland plc	12 01 03	10019266
Invicta Motors (Maidstone) Ltd	Bank of Scotland plc	12 01 03	6122250
Invicta Motors (Maidstone) Ltd	Bank of Scotland plc	12 01 03	6122381

SCHEDULE 6
Assigned Agreements

None at the date of this deed.

SCHEDULE 7
Specified Intellectual Property

Part 1– Trade Marks

Proprietor	Mark	Class(es)	Country/ Territory	Registration Number
SoGo Mobility Limited	SOGO	Class 35; Class 39	United Kingdom	UK00003564931

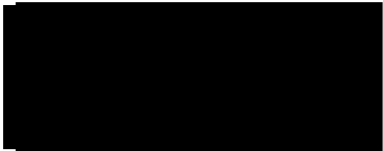
Part 2– Trade Mark Applications

None at the date of this deed.

SIGNATORIES TO SECURITY ACCESSION DEED

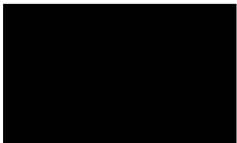
New Chargors

Executed as a deed by)
CAMBRIA AUTOMOBILES PLC)
acting by one Director)
In the presence of:)



Director

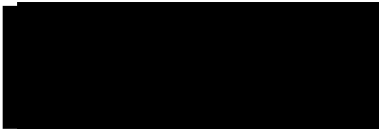
Witness signature: ...



Witness name: James Mullins

Witness address: c/o Swindon Motor Park, Dorcan Way, Swindon, Wiltshire, SN3 3RA

Executed as a deed by)
CAMBRIA AUTOMOBILES GROUP LIMITED)
acting by one Director)
In the presence of:)



Director

Witness signature:



Witness name: James Mullins

Witness address: c/o Swindon Motor Park, Dorcan Way, Swindon, Wiltshire, SN3 3RA

Executed as a deed by
**CAMBRIA AUTOMOBILES PROPERTY
LIMITED**
acting by one Director
In the presence of:

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Director

Witness signature:

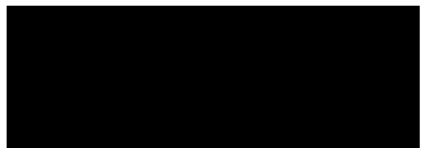


Witness name: James Mullins

Witness address: c/o Swindon Motor Park, Dorcan Way, Swindon, Wiltshire, SN3 3RA

Executed as a deed by
**CAMBRIA AUTOMOBILES ACQUISITIONS
LIMITED**
acting by one Director
In the presence of:

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Director

Witness signature: ...



Witness name: James Mullins

Witness address: c/o Swindon Motor Park, Dorcan Way, Swindon, Wiltshire, SN3 3RA

Executed as a deed by
INVICTA MOTORS (MAIDSTONE) LIMITED
acting by one Director
In the presence of:

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Director

Witness signature: ...



Witness name: James Mullins

Witness address: c/o Swindon Motor Park, Dorcan Way, Swindon, Wiltshire, SN3 3RA

Executed as a deed by
CAMBRIA VEHICLE SERVICES LIMITED
acting by one Director
In the presence of:

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Director

Witness signature: ...

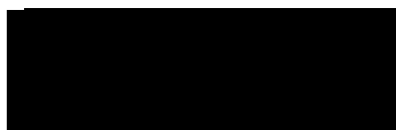


Witness name: James Mullins

Witness address: c/o Swindon Motor Park, Dorcan Way, Swindon, Wiltshire, SN3 3RA

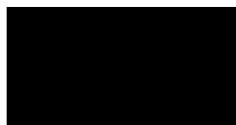
Executed as a deed by
THORANMART LIMITED
acting by one Director
In the presence of:

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Director

Witness signature:

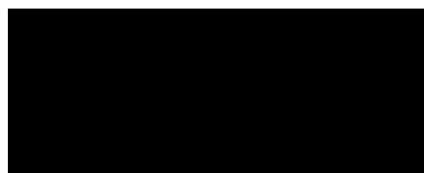


Witness name: James Mullins

Witness address: c/o Swindon Motor Park, Dorcan Way, Swindon, Wiltshire, SN3 3RA

Executed as a deed by
GRANGE MOTORS (SWINDON) LIMITED
acting by one Director
In the presence of:

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Director

Witness signature:



Witness name: James Mullins

Witness address: c/o Swindon Motor Park, Dorcan Way, Swindon, Wiltshire, SN3 3RA

Executed as a deed by)
CAMBRIA AUTOMOBILES (SWINDON))
LIMITED)
acting by one Director)
In the presence of:)



Director

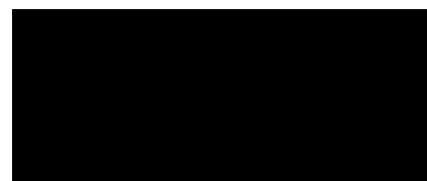
Witness signature:



Witness name: James Mullins

Witness address: c/o Swindon Motor Park, Dorcan Way, Swindon, Wiltshire, SN3 3RA

Executed as a deed by)
CAMBRIA AUTOMOBILES (SOUTH EAST))
LIMITED)
acting by one Director)
In the presence of:)



Director

Witness signature: ...



Witness name: James Mullins

Witness address: c/o Swindon Motor Park, Dorcan Way, Swindon, Wiltshire, SN3 3RA

Executed as a deed by)
REPAIR AND MAINTENANCE PLANS LIMITED)
acting by one Director)
In the presence of:)

Director

Witness signature:

Witness name: James Mullins

Witness address: c/o Swindon Motor Park, Dorcan Way, Swindon, Wiltshire, SN3 3RA

Executed as a deed by)
SOGO MOBILITY LIMITED)
acting by one Director)
In the presence of:)

Director

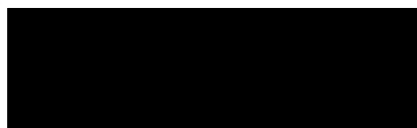
Witness signature:

Witness name: James Mullins

Witness address: c/o Swindon Motor Park, Dorcan Way, Swindon, Wiltshire, SN3 3RA

Executed as a deed by
E-WARRANTY LIMITED
acting by one Director
In the presence of:

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Director

Witness signature:



Witness name: James Mullins

Witness address: c/o Swindon Motor Park, Dorcan Way, Swindon, Wiltshire, SN3 3RA

Executed as a deed by
GRANGE MOTORS (BRENTWOOD) LIMITED
acting by one Director
In the presence of:

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Director

Witness signature:

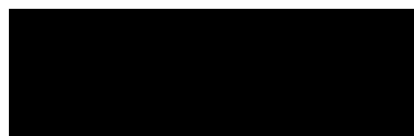


Witness name: James Mullins

Witness address: c/o Swindon Motor Park, Dorcan Way, Swindon, Wiltshire, SN3 3RA

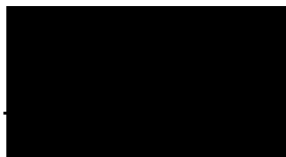
Executed as a deed by
INVICTA MOTORS LIMITED
acting by one Director
In the presence of:

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)



Director

Witness signature:



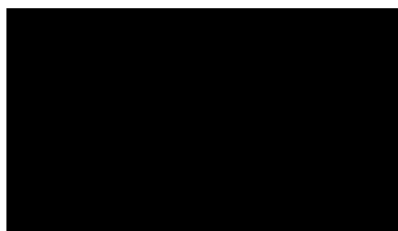
Witness name: James Mullins

Witness address: c/o Swindon Motor Park, Dorcan Way, Swindon, Wiltshire, SN3 3RA

Borrower

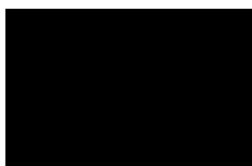
Executed as a deed by
CAMBRIA BIDCO LIMITED
acting by a Director
in the presence of:

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Director

Witness Signature:



.....

Witness Name: James Mullins

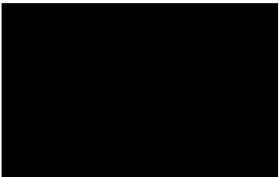
Witness Address: c/o Swindon Motor Park, Dorcan Way, Swindon, Wiltshire, SN3 3RA

Witness Occupation: Finance Director

Security Agent

Executed for and on behalf of
Lloyds Bank plc (*Security Agent*)

)
)



Jennifer Espiner