



Registration of a Charge

Company name: **HEYWOOD WILLIAMS COMPONENTS LIMITED**

Company number: **02523354**



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Received for Electronic Filing: **29/01/2020**

Details of Charge

Date of creation: **29/01/2020**

Charge code: **0252 3354 0011**

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

Brief description:

Contains fixed charge(s).

Contains floating charge(s) .

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.**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2523354

Charge code: 0252 3354 0011

The Registrar of Companies for England and Wales hereby certifies that a charge dated 29th January 2020 and created by HEYWOOD WILLIAMS COMPONENTS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 29th January 2020 .

Given at Companies House, Cardiff on 30th January 2020

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**

Dated 29 January 2020

HEYWOOD WILLIAMS COMPONENTS LIMITED
as Company

WELLS FARGO CAPITAL FINANCE (UK) LIMITED
as Security Trustee

Supplemental Fixed Charge

Morgan Lewis

Condor House
5-10 St. Paul's Churchyard
London EC4M 8AL
Tel. +44 (0)20 3201 5000
Fax: +44 (0)20 3201 5001
www.morganlewis.com

THIS SUPPLEMENTAL FIXED CHARGE is dated 29 January 2020

BETWEEN:

- (1) **HEYWOOD WILLIAMS COMPONENTS LIMITED** of C/O Arran Isle Limited, 4 Coop Place, Bradford, England, BD5 8JX and registered in England and Wales with company number 2523354 (the **Company**); and
- (2) **WELLS FARGO CAPITAL FINANCE (UK) LIMITED** registered in England and Wales with company number 2656007 (the **Security Trustee**).

BACKGROUND:

- (A) The parties to this Supplemental Fixed Charge (the **Parties**) are party to an English law debenture dated 14 June 2013 (the **Debenture**) in connection with a facility agreement originally dated 14 June 2013 as amended and restated on 5 November 2014, 3 September 2015, 19 January 2017 and 29 April 2019 and as amended from time to time (the **Facility Agreement**).
- (B) The Security Trustee has requested that the Company enters into this Supplemental Fixed Charge. The Company has agreed to enter into this Supplemental Fixed Charge by way of further assurance to the Security Trustee.
- (C) The Parties intend that this Supplemental Fixed Charge take effect as a deed notwithstanding that it may be executed under hand.

IT IS AGREED:

1. Definitions and Interpretation

- 1.1** Terms defined in the Debenture have the same meaning when used in this Supplemental Fixed Charge unless the context requires otherwise.
- 1.2** In this Supplemental Fixed Charge:

Additional US Blocked Account means the following bank account at HSBC UK Bank plc:

Account Holder	Currency	Account Number	Sort Code	Bank Details
Heywood Williams Components Limited	USD			HSBC UK Bank plc 1 Centenary Square Birmingham B1 1HQ

Book Debts means:

- (a) all book and other debts in existence from time to time (including any sums whatsoever owed by banks or similar institutions) both present and future, actual or contingent, due, owing to or which may become due, owing to or purchased or otherwise acquired by the Company; and
- (b) the benefit of all rights whatsoever relating to the debts referred to above including any related agreements, documents, rights and remedies (including negotiable or non-negotiable instruments, guarantees, indemnities, legal and equitable charges, reservation of proprietary rights, rights of tracing, unpaid vendor's liens and all similar connected or related rights and assets).

Charged Property means the property, assets, undertaking and rights for the time being comprised in or subject to the Security Interests created by this Supplemental Fixed Charge and references to the Charged Property include references to any part of it.

1.3 The provisions of clause 1.2 (*Construction*) of the Debenture shall apply to this Supplemental Fixed Charge with such consequential changes as may be required.

1.4 Each of the charges in Clause 2 (*Fixed and Floating Security*) over each category of the assets, each asset and each sub-category of each asset specified in such clause shall be read and construed separately, as though each such category, asset and sub-category were charged independently and separately of each other and shall apply to both present and future assets.

1.5 The Security Trustee hereby designates the Additional US Blocked Account as a Blocked Account for the purposes of the Finance Documents.

2. Fixed and Floating Security

2.1 The Company, as security for the payment and performance of the Secured Liabilities charges in favour of the Security Trustee:

- (a) by way of a first fixed charge all of its right, title and interest (if any) in and to the Additional US Blocked Account and all monies standing to the credit of the Additional US Blocked Account and the debts represented by them;
- (b) by way of a first fixed charge its Book Debts, both uncollected and collected, the proceeds of the same and all monies otherwise due and owing to the Company (but excluding to the extent effectively charged to the Security Trustee pursuant to Clause 2.1(a), the Additional US Blocked Account and any amounts standing to the credit thereof); and
- (c) by way of first floating charge the Additional US Blocked Account and the Book Debts not otherwise effectively charged by way of fixed charge by Clauses 2.1(a) and (b) above.

3. Undertakings

3.1 Negative Pledge

The Company undertakes that it will not:

- (a) create or permit to subsist any Security Interest of whatsoever nature on any Charged Property other than a Permitted Security Interest (as defined in the Facility Agreement); or
- (b) sell, transfer, grant, lease or otherwise dispose of any Charged Property, other than any sale, lease, transfer or other disposal permitted by clause 23.10 (*Disposals*) of the Facility Agreement.

3.2 Additional US Blocked Account Notice and Acknowledgement

On the date of this Deed, the Company shall serve notice on HSBC UK Bank plc in substantially the form set out in Part 1 of Schedule 1 (*HSBC Blocked Account Notice*) and shall use reasonable endeavours to procure that HSBC UK Bank plc returns the acknowledgement in respect of the Additional US Blocked Account substantially in the form set out in Part 2 of Schedule 1 (*HSBC Blocked Account Acknowledgement*) or such other form as the Security Trustee may approve in its discretion, acting reasonably.

4. Debenture Provisions

To the extent not set out in this Supplemental Fixed Charge, the provisions of the Debenture shall

apply to this Supplemental Fixed Charge and the Debenture and this Supplemental Fixed Charge shall be read and construed as one to the extent that references in the Debenture to "this Deed" shall be deemed to include this Supplemental Fixed Charge.

5. Counterparts

This Supplemental Fixed Charge may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Supplemental Fixed Charge.

6. Governing Law

This Supplemental Fixed Charge and any non-contractual obligations arising out of or in connection with it shall be governed by and shall be construed in accordance with English law.

7. Jurisdiction

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Supplemental Fixed Charge (including a dispute regarding the existence, validity or termination of this Supplemental Fixed Charge) (a **Dispute**).
- (b) The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- (c) This Clause 7 is for the benefit of the Security Trustee only. As a result, the Security Trustee shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Security Trustee may take concurrent proceedings in any number of jurisdictions.

This Supplemental Fixed Charge has been entered into as a deed on the date stated at the beginning of this Supplemental Fixed Charge.

Schedule 1
Part 1 – HSBC Blocked Account Notice

[Heywood Williams Components Limited Letterhead]

_____ 2020

To: HSBC UK Bank plc
1 Centenary Square
Birmingham
B1 1HQ

Dear Sirs

Heywood Williams Components Limited (the **Company**) hereby gives notice to HSBC UK Bank plc (the **Bank**) that by a supplemental fixed charge dated _____ 2020 (the **Deed**), the Company charged to Wells Fargo Capital Finance (UK) Limited as security trustee (the **Security Holder**) by way of first fixed charge all the Company's rights, title, interest and benefit in and to the following account held with the Bank and all amounts standing to the credit of such account from time to time:

Account No. [•], sort code [•],

(the **Additional US Blocked Account**).

Please acknowledge receipt of this letter by returning a copy of the attached letter on the Bank's headed notepaper with a receipted copy of this notice forthwith, to Wells Fargo Capital Finance (UK) Limited, 8th Floor 33 King William Street, London EC4R 9AT, Attention: Portfolio Manager – Arran Isle and to the Company at the address given above.

The attached acknowledgement letter constitutes our irrevocable instruction to you.

Yours faithfully

.....
for and on behalf of
Heywood Williams Components Limited

Part 2 – HSBC Blocked Account Acknowledgement

[ON HSBC UK BANK PLC LETTERHEAD]

[Date]

To: Wells Fargo Capital Finance (UK) Limited (the **"Security Holder"**)
8th Floor
33 King William Street
London EC4R 9AT

Attention: Portfolio Manager – Arran Isle

Copy to: Heywood Williams Components Limited (the **"Company"**)
C/O Arran Isle Limited
4 Coop Place
Bradford BD5 8JX

Dear Sirs,

1. We acknowledge receipt from the Company of a notice dated [*] (the **"Notice"**) in respect of the account(s) described in the table below (each, a **"Charged Account"**):

Account number	Security agreement	Date of security agreement
Account Number: [•] Sort Code: [•]	Supplemental Fixed Charge	

2. We understand that the Company has granted security in favour of the Security Holder over all its rights, title and interest in the Charged Accounts and the monies from time to time standing to their credit.
3. Charged Account(s) includes each sub or ledger account of that account and any replacement account.
4. We note that during the period:
 - (a) commencing on the date of this acknowledgement; and
 - (b) ending on the date (the **"Release Date"**) that we acknowledge receipt of a notice (in form and substance satisfactory to us) in the form of Schedule 1 (the **"Release Notice"**),the Company is not at liberty to operate the account in the ordinary way.
5. Until the Release Date:
 - (a) we may only operate the Charged Accounts in the ordinary course of banking business and pursuant to the terms and conditions applicable to such Charged Accounts including, without limitation:
 - (i) collecting cheques and other payment orders by any medium when accepting monies for the credit of a Charged Account; and

- (ii) honouring any payment or other instructions, notices or directions regarding a Charged Account;

on the written instruction of the Security Holder;

- (b) we may act upon any other instructions from any authorised signatory of the Security Holder in accordance with the terms and conditions applicable to the Charged Accounts;
 - (c) the Charged Accounts shall be operated on the basis of our standard terms and conditions as varied from time to time or by any other arrangement between us and the Company;
 - (d) all costs, charges and expenses for the maintenance of each Charged Account and arising under this arrangement shall be the responsibility of the Company and in the event that these are not otherwise met by the Company when they are due such expenses may be debited directly by us to the Charged Accounts;
 - (e) we may rely on any notice, instruction, direction, communication or other document or information believed by us to be genuine and correct which has been signed or communicated by the person by who it purports to be signed and communicated and we shall not be liable for the consequences;
 - (f) we have no obligation whatsoever to verify the facts or matters stated in any notice, instruction, direction, communication or other document or information received by us as true and correct, including whether the terms of any agreement between the Security Holder and the Company have been complied with or the making of any enquiry as to whether a security interest has become enforceable;
 - (g) we are not obliged to comply with any instructions received if, due to circumstances which are not within our direct control, we are unable to comply with such instructions or to comply with those instructions would breach a court order or be contrary to law or regulation;
 - (h) nothing in this acknowledgment or otherwise deems us to be a trustee or other fiduciary with respect to the Charged Accounts and our relationship to the Company shall be that of banker and accountholder only; and
 - (i) nothing in this acknowledgment or otherwise requires us to provide information, undertake regular reporting or provide services in relation to the operation of the Charged Accounts that are not currently contemplated or undertaken by us as banker for the Company; and
 - (j) we will not exercise any right of combination, consolidation, merger or set-off which we may have in respect of the Charged Accounts, or otherwise exercise any other right which we may have to apply any monies from time to time standing to the credit of the Charged Account, other than costs, charges and expenses for maintaining the account which are debited in accordance with paragraph 5(d) above.
6. To the extent that an instruction for withdrawal from the Charged Accounts is given which would in our opinion cause the Charged Account to be overdrawn we shall only transfer the outstanding cleared credit balance in the Charged Account.
7. We are not obliged to act in accordance with any notice, instruction, direction or communication received from the Security Holder unless:

- (a) the Security Holder delivers to us a certified true copy of a list of authorised signatories together with specimen signatures of the persons authorised by the Security Holder to give notices and instructions to us in connection with this Notice, in form and substance satisfactory to us; and
 - (b) any such notice, instruction, direction or communication are delivered to us by registered mail to each of:
 - (i) [insert HSBC employee];
 - (ii) [insert HSBC employee];
 - (iii) [insert HSBC employee];
 - (iv) [insert HSBC employee]; and
 - (v) [insert HSBC employee].
8. With effect on and from the date of this acknowledgement, we agree to:
- (a) act on Security Holder's instructions in accordance with the terms and conditions applicable to the Charged Accounts and any other products or services provided by us relating to the Charged Accounts; and
 - (b) not act on any instructions received from the Company.
9. We shall be released from any obligation owed or agreed by us under or in connection with this acknowledgment or the Notice to act on the instruction, direction or communication of the Security Holder on the earlier of:
- (a) the revocation of the instructions in the Notice (by operation of law or otherwise); or
 - (b) the date that we acknowledge receipt of a notice from the Security Holder substantially in the form set out in Schedule 1.
10. This acknowledgment (including any non-contractual obligation arising out of or in connection with it) is governed by and shall be construed in accordance with English law and the English Courts shall have exclusive jurisdiction.

Yours faithfully

[signatory]
For and on behalf of
HSBC UK Bank plc

[ON SECURITY TRUSTEE LETTERHEAD]

[Date]

To: [insert HSBC employee]
[insert HSBC employee]
[insert HSBC employee]
[insert HSBC employee]
[insert HSBC employee]

[HSBC Address]

Copy to: Heywood Williams Components Limited (the "Company")
C/O Arran Isle Limited
4 Coop Place
Bradford BD5 8JX

Dear Sirs,

1. We refer to the notice of charge sent to you by us and/or the Company dated [*] (the "**Notice of Charge**") and the acknowledgment of charge sent by you to us and the Company dated [*] (the "**Acknowledgement of Charge**").
2. On and with effect from [*], the Security Holder:
 - (a) released the security created by the Company over the Blocked Account (as defined in the Acknowledgment of Charge); and
 - (b) reassigned to the Company absolutely all or any part of the Blocked Account assigned to it.
3. The Security Holder acknowledges and confirms on behalf of itself that it no longer has any rights or entitlements under or in connection with the Blocked Account.

Yours faithfully

[signatory]

For and on behalf of

Wells Fargo Capital Finance (UK) Limited

SIGNATORIES

The Company

Executed as a deed by
HEYWOOD WILLIAMS COMPONENTS LIMITED

)
)
)

A large black rectangular redaction box covering the signature of the first director.

Director

A black rectangular redaction box covering the signature of the second director.

Director

The Security Trustee

WELLS FARGO CAPITAL FINANCE (UK) LIMITED

By:

