



Registration of a Charge

Company name: **AMTEK ALUMINIUM CASTINGS (WITHAM) LIMITED**

Company number: **05470041**



X62RK0IG

Received for Electronic Filing: **22/03/2017**

Details of Charge

Date of creation: **02/03/2017**

Charge code: **0547 0041 0012**

Persons entitled: **U.S. BANK TRUSTEES LIMITED**

Brief description:

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

Contains negative pledge.

Chargor acting as a bare trustee for the property.

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:

ALLEN & OVERY LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5470041

Charge code: 0547 0041 0012

The Registrar of Companies for England and Wales hereby certifies that a charge dated 2nd March 2017 and created by AMTEK ALUMINIUM CASTINGS (WITHAM) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 22nd March 2017 .

Given at Companies House, Cardiff on 23rd March 2017

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

Except for material redacted pursuant to s859G of the Companies Act 2006, I certify that this is a correct copy of the original document

EXECUTION VERSION

Allen & Overy LLP
ONE BISHOPS SQUARE
LONDON
EC1A 3AD
22.03.2017

SUPPLEMENTAL SECURITY DEED

dated ^{March} 2 February 2017

made between
**AMTEK TECHNOLOGIES UK
LIMITED**

**AMTEK ALUMINIUM CASTINGS
(WITHAM) LIMITED**

**KING AUTOMOTIVE SYSTEMS
LIMITED**

**AMTEK INVESTMENTS (UK)
LIMITED** and

**AMTEK GLOBAL TECHNOLOGIES
PTE. LTD.**

each as a Security Provider
and

U.S. BANK TRUSTEES LIMITED

as Security Agent

in respect of certain security deeds pursuant
to which the Security Providers granted
security in favour of the Security Agent

MILBANK, TWEED, HADLEY & McCLOY LLP
London

CONTENTS

Clause	Page
1. Definitions and Interpretation	2
2. Security Confirmation by Amtek Investments.....	3
3. Creation of further Security	3
4. Incorporation.....	4
5. Continuing Security and Other Matters	4
6. Counterparts.....	4
7. Governing Law	5
8. Enforcement.....	5

THIS DEED is made on ^{March}~~2 February~~ 2017 between:

- (1) **AMTEK TECHNOLOGIES UK LIMITED** a limited liability company incorporated in England and Wales with company number 09166399 and registered address 16 Freebournes Road, Witham, Essex, United Kingdom CM8 3DX ("**Amtelk Technologies**");
 - (2) **AMTEK ALUMINIUM CASTINGS (WITHAM) LIMITED** a limited liability company incorporated in England and Wales with company number 05470041 and registered address 16 Freebournes Road, Witham, Essex CM8 3DX ("**Amtelk Aluminium**");
 - (3) **KING AUTOMOTIVE SYSTEMS LIMITED** a limited liability company incorporated in England and Wales with company number 00966412 and registered address Chelmarsh, Daimler Green, Coventry CV6 3LT ("**KAS**");
 - (4) **AMTEK INVESTMENTS (UK) LIMITED** a limited liability company incorporated in England and Wales with company number 04739524 and registered address King Automotive Systems Limited, Chelmarsh, Daimler Green, Coventry CV6 3LT ("**Amtelk Investments**");
 - (5) **AMTEK GLOBAL TECHNOLOGIES PTE. LTD** a company incorporated under the laws of Singapore with registration number 201302487D ("**Parent**");
- each of Amtelk Technologies, Amtelk Aluminium, KAS, Amtelk Investments and the Parent being for the purposes of this Deed the "**Security Providers**"; and
- (6) **U.S. BANK TRUSTEES LIMITED** a company incorporated in England and Wales with company number 02379632 and registered address 125 Old Broad Street, Fifth Floor, London EC2N 1AR (the "**Security Agent**").

WHEREAS:

- (A) The facilities agreement dated 10 November 2014, as amended and restated on 30 January 2015, as amended by way of an amendment letter on 18 May 2015, as amended and restated pursuant to a second amendment and restatement agreement dated 5 August 2015, as amended pursuant to a second incremental facility notice dated 16 March 2016 and as amended and restated pursuant to a third incremental facility notice (the "**Third Incremental Facility Notice**") dated 14 February 2017 and made between the Parent as Original Borrower and Parent, KKR Credit Advisors (US) LLC as Mandated Lead Arranger, Elavon Financial Services DAC (formerly known as Elavon Financial Services Limited) as Agent, the Security Agent and others referred to therein as Lender and Obligors (the "**Restated Facilities Agreement**").
- (B) As a condition subsequent to the Third Incremental Effective Date (as defined in the Restated Facilities Agreement), Amtelk Investments wishes to confirm that the security interest it has granted pursuant to the Assignment (as defined below) continues in full

force and effect in relation to the Restated Facilities Agreement and the Security Providers, for the avoidance of any doubt, wish to grant new security in connection with the Restated Facilities Agreement.

- (C) This Deed is supplemental to the English Law Security Documents and the Facility B1 Supplemental Security Deed (each as defined below).
- (D) It is intended that this document shall take effect as a deed of those parties that execute it as such.

NOW IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Terms defined in the Third Incremental Facility Notice and the Restated Facilities Agreement shall, unless otherwise defined in this Deed, bear the same meaning when used herein. In addition:

- (a) **"Amtek Aluminium Share Charge"** means the share charge dated 3 December 2014 and made between Amtek Technologies as chargor and the Security Agent as chargee;
- (b) **"Amtek Technologies Share Charge"** means the share charge dated 3 December 2014 and made between the Parent as chargor and the Security Agent as chargee;
- (c) **"Assignment"** means the assignment dated 3 December 2014 and made between Amtek Investments as assignor and the Security Agent as assignee;
- (d) **"Debenture"** means the debenture dated 9 April 2015 and made between the Debenture Chargors as chargors and the Security Agent as chargee;
- (e) **"Debenture Chargors"** means Amtek Technologies, Amtek Aluminium and KAS;
- (f) **"English Law Security Documents"** means the Share Charges, the Assignment and the Debenture;
- (g) **"Facility B1 Supplemental Security Deed"** means the supplemental security deed dated 5 August 2015 and made between the Security Providers as chargors and the Security Agent as chargee;
- (h) **"PSC Register"** means, with respect to a UK Obligor, the register of people with significant control maintained by such UK Obligor in compliance with Part 21A of the Companies Act 2006 or the "central register" maintained by Companies House where such UK Obligor has elected for its register to be kept by Companies House.

- (i) "Secured Obligations" means all Liabilities owed to any Secured Party and other present and future obligations due at any time, owing or incurred by any member of the Group to any Secured Party (including to the Security Agent under the Parallel Debt Obligations pursuant to clause 17.3 (*Parallel Debt*) of the Intercreditor Agreement) both actual and contingent and whether incurred solely or jointly and as principal or surety or in any other capacity (each as such term is defined in the Intercreditor Agreement) and including without limitation any obligations in respect of the Restated Facilities Agreement; and
- (j) "Share Charges" means the Amtek Aluminium Share Charge and the Amtek Technologies Share Charge.
- (k) "UK Obligor" means Amtek Technologies, Amtek Aluminium and KAS ;

1.2 Construction

- (a) Clause 1.2 (*Construction*) to clause 1.4 (*Third party rights*) of the Restated Facilities Agreement shall apply *mutatis mutandis* to this Deed.
- (b) For the avoidance of doubt, any reference to the Restated Facilities Agreement or Intercreditor Agreement in this Deed (directly or by virtue of Clause 4 (*Incorporation*) below) shall be to such document as amended or restated from time to time.
- (c) This Deed is a Finance Document.

2. SECURITY CONFIRMATION BY AMTEK INVESTMENTS

Amtek Investments confirms and accepts that the Assignment continues in full force and effect and the liabilities and obligations of each Obligor under the Finance Documents (as defined in the Restated Facilities Agreement) shall form part of (but shall not limit) the obligations which are secured by the Assignment.

3. CREATION OF FURTHER SECURITY

- 3.1 The Parent hereby covenants with the Security Agent that it will comply with the provisions of clause 2 (*Covenant to Pay*) of the Amtek Technologies Share Charge, Amtek Technologies hereby covenants with the Security Agent that it will comply with the provisions of clause 2 (*Covenant to Pay*) of the Amtek Aluminium Share Charge, Amtek Investments hereby covenants with the Security Agent that it will comply with clause 2 (*Covenant to Pay*) of the Assignment and each Debenture Chargor hereby covenants with the Security Agent that it will comply with clause 3 (*Covenant to Pay*) of the Debenture, in each case as if the same such clauses were set out in this Deed.
- 3.2 Each Security Provider hereby charges or assigns (as the case may be) to the Security Agent by way of first fixed legal mortgage, first fixed charge, first equitable charge or assignment (as the case may be), all of its right, title and interest in and to the property

that is so charged or assigned (as the case may be) under each English Law Security Document to which it is party, such charge or assignment being made with full title guarantee and to secure the payment and discharge of the Secured Obligations.

- 3.3 The security interests created by the Security Providers pursuant to this Clause 3 shall be separate and distinct from and shall not merge with the security interests created by each Security Provider over its property pursuant to each English Law Security Document and/or the Facility B1 Supplemental Security Deed to which it is party.
- 3.4 In relation to the security interests granted by Clause 3.2 (and the rights and assets subject thereto), the Security Agent shall have the same rights expressed to be granted to it in respect of the security interests created by the English Law Security Documents as if each of the same were set out in this Deed, *mutatis mutandis*.

4. INCORPORATION

The provisions and Schedules of the English Law Security Documents are deemed to be incorporated, *mutatis mutandis*, into this Deed as if they were set out in full in this Deed, including but not limited to (for the avoidance of any doubt):

- (a) the negative pledge covenants at clause 9.1(b) (*Negative Covenants*) of the Amtek Technologies Share Charge, clause 9.1(b) (*Negative Covenants*) of the Amtek Aluminium Share Charge, clause 16(a) (*General Covenants*) of the Debenture and 5(b) (*General Covenants*) of the Assignment; and
- (b) the floating charge at clause 4.2 (*Floating Charges*) of the Debenture.

5. CONTINUING SECURITY AND OTHER MATTERS

This Deed and the obligations of the Security Providers under this Deed (including, without limitation, their obligations under Clause 3 (*Creation of Further Security*)) shall extend to the ultimate balance from time to time owing in respect of the relevant Secured Obligations and shall be a continuing security notwithstanding any intermediate payment, partial settlement or other matter whatsoever until the security interests in the English Law Security Documents and the Facility B1 Supplemental Security Deed are discharged pursuant to their terms.

6. CONDITIONS SUBSEQUENT

Each UK Obligor shall within 5 Business Days following the execution of this Deed deliver to the Security Agent a copy of its PSC Register which is certified by a director of such UK Obligor to be correct, complete and not amended or superseded as at the date of delivery of such certified copy to the Security Agent.

7. COUNTERPARTS

This Deed may be executed in counterparts, all of which when taken together shall constitute a single deed.

8. GOVERNING LAW

This Deed and all non-contractual obligations arising out of or in connection with it shall be governed by English law.

9. ENFORCEMENT

9.1 Jurisdiction of English Courts

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to its existence, validity or termination or any non-contractual obligation arising out of or in connection with it) (a "Dispute").
- (b) The parties hereto agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly none of them will argue to the contrary.
- (c) Each Security Provider agrees not to institute proceedings in relation to a Dispute or seeking any interim remedies before any court other than the courts of England and (but without prejudice to the rights of the Security Agent seek injunctive relief in the circumstances) further agrees that if it does so it will be liable to pay damages to the Security Agent, and this whether the court before which the proceedings were brought accepted or declined jurisdiction.

THIS DEED has been executed and delivered as a deed by each party hereto on the date specified above.

The Security Providers

EXECUTED as a deed by
AMTEK TECHNOLOGIES UK LIMITED

acting by

**REDACTED UNDER S 859G OF
THE COMPANIES ACT 2006**

.....
Director

in the presence of:

Name:

.....
(Signature of witness)

Address:

.....
.....

Occupation:

.....
.....

EXECUTED as a deed by
AMTEK ALUMINIUM CASTINGS
(WITHAM) LIMITED

acting by

REDACTED UNDER S 859G OF
THE COMPANIES ACT 2006

Director

in the presence of:

Name:

Address:

(Signature of witness)

Occupation:

EXECUTED as a deed by
KING AUTOMOTIVE SYSTEMS
LIMITED

acting by

REDACTED UNDER S 859G OF
THE COMPANIES ACT 2006

Director

in the presence of:

Name:

Address:

(Signature of witness)

Occupation:

EXECUTED as a deed by
AMTEK INVESTMENTS (UK) LIMITED

acting by

REDACTED UNDER S 859G OF
THE COMPANIES ACT 2006

Director

in the presence of:

Name:

Address:

(Signature of witness)

Occupation:

The OFFICIAL SEAL of
AMTEK GLOBAL TECHNOLOGIES
PTE. LTD
was herewith affixed

REDACTED UNDER S 859G OF
THE COMPANIES ACT 2006

Name: Kunal Sabharwal
Director

REDACTED UNDER S 859G OF
THE COMPANIES ACT 2006

Name: Anubhav Dham
Authorised Signatory

I, Yogendra Kumar, certify that
the official Seal of Amtek Global
Technologies pte. ltd. is affixed
in INDIA on 1 March 2017.

REDACTED UNDER S 859G OF
THE COMPANIES ACT 2006

The Security Agent

EXECUTED as a DEED by U.S. BANK
TRUSTEES LIMITED acting by two
authorised signatories,

Name:

and

Name:

REDACTED
UNDER S 859G OF
THE COMPANIES
ACT 2006

Christopher Eastlake
Authorised Signatory

Authorised Signatory

REDACTED UNDER S 859G OF
THE COMPANIES ACT 2006

Authorised Signatory

Emma White
Authorised Signatory