



Registration of a Charge

Company name: **UNIPART INTERNATIONAL HOLDINGS LIMITED**

Company number: **00592360**



XA2KP38H

Received for Electronic Filing: **16/04/2021**

Details of Charge

Date of creation: **16/04/2021**

Charge code: **0059 2360 0010**

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: 592360

Charge code: 0059 2360 0010

The Registrar of Companies for England and Wales hereby certifies that a charge dated 16th April 2021 and created by UNIPART INTERNATIONAL HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 16th April 2021 .

Given at Companies House, Cardiff on 19th April 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

Dated 16 April **2021**

THE CHARGORS LISTED IN SCHEDULE 1

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 16 April 2021

BETWEEN:

- (1) **THE COMPANIES** identified in Schedule 1 (*The Chargors*) (each a **Chargor** and together the **Chargors**); 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 a debenture dated 16 March 2021 (the **Debenture**) in connection with a facility agreement dated 16 March 2021 between the Parties and certain affiliates of the Chargors as amended and/or restated from time to time (the **Facility Agreement**).
- (B) The Security Trustee has requested that the Chargors enter into this Supplemental Fixed Charge. The Chargors have 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:

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 any Chargor; 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),

other than any US Book Debts.

Controlled Account Agreement means a notice and acknowledgement in substantially the form set out in Schedule 3 (*Form of Controlled Account Notice & Acknowledgement*) or in such other form agreed by the Security Trustee.

Controlled Accounts means each of the bank accounts specified in Schedule 2 (*Controlled Accounts*).

US 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 any Chargor which are owed by debtors in the United States of America and paid into the US Receipt Account; 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).

US Receipt Account means the account of Unipart North America Limited with Bank of America, N.A. with account number ending [REDACTED] into which the US Book Debts are paid.

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.

2. Fixed and Floating Security

2.1 Each Chargor, 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 Controlled Accounts and all monies standing to the credit of any of the Controlled Accounts 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 such Chargor (but excluding to the extent effectively charged to the Security Trustee pursuant to Clause 2.1(a), the Controlled Accounts and any amounts standing to the credit thereof); and
- (c) by way of first floating charge the Controlled Accounts 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

No Chargor shall:

- (a) create or permit to subsist any Security Interest of whatsoever nature on any Charged Property other than a Permitted Security Interest; 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 Controlled Account Agreement

On the execution of this Supplemental Fixed Charge, each Chargor shall serve notice on the bank at which each Controlled Account is opened (in respect of the relevant Controlled Accounts) in substantially the form set out in Part 1 of Schedule 3 (*Form of Controlled Account Notice & Acknowledgement*), and shall procure that the relevant bank returns the acknowledgement in respect of each Controlled Account in the form set out in Part 2 of Schedule 3 (*Form of Controlled Account Notice & Acknowledgement*) or such other form as the Security Trustee may approve in its absolute discretion.

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

The Chargors

The Chargors	Registration number
Serck Services UK Limited	11711304
Unipart Accelerated Logistics Limited	07983082
Unipart Exports Limited	01596714
Unipart Group Limited	00576777
Unipart International Holdings Limited	00592360
Unipart Logistics Limited	04330119
Unipart North America Limited	03588027
Unipart Powertrain Applications Limited	03496115

Schedule 2

Controlled Accounts

Account Holder	Currency	Account Number	Sort Code	Bank Details
Serck Services UK Limited	GBP	██████	██████	Lloyds Bank PLC City Office Branch PO Box 72, Bailey Drive Gillingham Business Park Kent ME8 0LS
Unipart Accelerated Logistics Limited	GBP	██████	██████	Lloyds Bank PLC City Office Branch PO Box 72, Bailey Drive Gillingham Business Park Kent ME8 0LS
Unipart Exports Limited	EUR	██████	██████	Lloyds Bank PLC International Sers Office 5th Floor, PO Box 63, Two Brindleyplace B1 2AB
Unipart Exports Limited	GBP	██████	██████	Lloyds Bank PLC City Office Branch PO Box 72, Bailey Drive Gillingham Business Park Kent ME8 0LS
Unipart Group Limited	GBP	██████	██████	Lloyds Bank PLC City Office Branch PO Box 72, Bailey Drive Gillingham Business Park Kent ME8 0LS
Unipart International Holdings Limited	GBP	██████	██████	Lloyds Bank PLC City Office Branch PO Box 72, Bailey Drive Gillingham Business Park Kent ME8 0LS
Unipart Logistics Limited	GBP	██████	██████	Lloyds Bank PLC City Office Branch PO Box 72, Bailey Drive Gillingham Business Park Kent ME8 0LS
Unipart North America Limited	USD	██████	██████	Lloyds Bank PLC International Sers Office 5th Floor, PO Box 63, Two

Account Holder	Currency	Account Number	Sort Code	Bank Details
				Brindleyplace B1 2AB
Unipart Powertrain Applications Limited	EUR	██████	██████	Lloyds Bank PLC International Services Office 5th Floor, PO Box 63, Two Brindleyplace B1 2AB
Unipart Powertrain Applications Limited	GBP	██████	██████	Lloyds Bank PLC City Office Branch PO Box 72, Bailey Drive Gillingham Business Park Kent ME8 0LS

Schedule 3

Form of Controlled Account Notice & Acknowledgement

Part 1 – Controlled Account Notice

[Letterhead of Unipart]

To: Lloyds Bank PLC
[Branch Address]

Attention: [●]

2021

Dear Sirs

[Name of Borrower] (the **Company**) hereby gives notice to Lloyds Bank PLC (the **Bank**) that by a Supplemental Fixed Charge dated April 2021 (the **Deed**), the Company charged to Wells Fargo Capital Finance (UK) Limited as security trustee by way of first fixed charge all the Company's rights, title, interest and benefit in and to the following accounts held with the Bank and all amounts standing to the credit of such accounts from time to time:

Account No. [●], sort code [●]; and
Account No. [●], sort code [●],
(the **Controlled Accounts**).

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 to Wells Fargo Capital Finance (UK) Limited at 33 King William Street, London EC4R 9AT Attention: Portfolio Manager – Unipart, WFCFUK.Portfolio.Manager@wellsfargo.com, and to the Company at Unipart House, Garsington Road, Cowley, Oxford, OX4 2PG.

The attached acknowledgement letter constitutes our irrevocable instruction to the Bank. Without prejudice to the generality thereof, we hereby agree in your favour to be bound by the limitations and provisions set out in the acknowledgment letter, in each case as if we had signed it in your favour.

Yours faithfully

for and on behalf of
[Name of Borrower]

Part 2 – Controlled Account Acknowledgement

[TO BE PRINTED/PDF'D ON LLOYDS LETTERHEAD]

Date: [•]

To:

- (1) [Client name/address] (the "**Account Holder**")
- (2) Wells Fargo Capital Finance (UK) Limited (the "**Charge Holder**")
8th Floor, 33 King William Street
London EC4R 9AT
Attention: Portfolio Manager – Unipart

Lloyds Bank plc
Commercial Banking
PO Box 1000
BX1 1LT

Dear Sirs

Bank Account Title	Bank Account Details

(including any renewal, redesignation and replacement thereof, the "**Account(s)**").

Notice of charge dated [•] (the "Notice")

1. Lloyds Bank plc (the "**Bank**") acknowledges receipt of the Notice and acknowledges that the Account(s) and all monies standing to the credit of the Account(s) from time to time (the "**Deposit**") are subject to a charge dated April 2021 (the "**Charge**") in favour of the Charge Holder. The Bank has no knowledge of the particulars of the Charge. The Bank does not confirm or agree to any terms, restrictions or other matters set out in the Notice other than any that are specifically acknowledged in this letter.
2. Subject to the other provisions of this letter, the Bank may allow the Account Holder to continue to operate the Account(s) in the ordinary course in accordance with the Bank's applicable terms and conditions and any mandates or specific agreements entered into between the Bank and the authorised signatories in respect of the Accounts (the "**Account Terms**") and in particular:
 - (a) the Bank may continue to collect credits payable to or endorsed in favour of the Account Holder; and

- (b) the Bank may permit the authorised signatories in respect of the accounts to draw against, transfer or otherwise deal with the Deposit in accordance with the Account Terms.
- 3. The Bank acknowledges that at all times prior to the Charge being released the Bank shall not be entitled to combine the Deposit with monies in any other account or to exercise any right of set-off or counterclaim against money in the Account(s) in respect of any sum owed to the Bank on any other account of the Account Holder, save for fees, charges and interest payable to the Bank for the operation of the Account(s).
- 4. Upon receipt of a written notice from the Charge Holder in the form attached to this letter (a "**Blocking Notice**"), the Bank shall acknowledge receipt and shall inform the Charge Holder of the information and documents it requires in order for the Charge Holder to be able to give instructions in relation to the Account(s) and the Deposit and details of any further steps that the Charge Holder will be required to take.
- 5. Upon the Bank acknowledging receipt of the Blocking Notice no further transactions (inbound or outbound) will be authorised to take place on the Account(s) until the Bank receives, in form and substance satisfactory to the Bank, the further documents and information from the Charge Holder noted in the acknowledgement of the Blocking Notice.
- 6. Following the Bank's acknowledgement of the Blocking Notice and until the Charge Holder confirms in writing that the Blocking Notice is revoked or the Charge has been released:
 - (a) the Bank shall be entitled to rely on any instruction or notice appearing or purporting to be given by an authorised signatory of the Charge Holder and the Bank shall be under no duty to enquire as to the validity of any Blocking Notice (or any signatures appearing therein) or any other instruction or notice purporting to be from the Charge Holder. It being understood that the Bank shall have no obligation nor duty to check if the conditions for the service of the Blocking Notice are fulfilled and the Bank's obligations shall be fully discharged in respect of the Account Holder in acting upon such notifications and/or instructions from the Charge Holder; and
 - (b) notwithstanding paragraph 6(a) above, the Bank shall have no obligation to action any instruction or notice appearing or purporting to be given by an authorised signatory of the Charge Holder, unless and until it has received the information and documents referred to in the Bank's acknowledgement of the Blocking Notice.
- 7. The Charge Holder shall notify the Bank in writing as soon as the Blocking Notice is revoked or the Charge is released in the forms scheduled to this letter.
- 8. Any Blocking Notice, revocation of the Blocking Notice or confirmation as to the release of the Charge must be addressed and sent to *[insert contact details for Relationship Manager Team – not specific named person as these can change]* (or such other details as may be advised in writing by the Bank to the Account Holder and the Charge Holder as being the replacement address for such notices).
- 9. This letter and the operation of the Account(s) are subject at all times to the Account Terms, but we confirm that, other than in relation to paragraph 3 above, as at the date of this letter those Account Terms do not conflict with the specific confirmations provided by us in, and the specific matters contemplated by, this letter. It is understood that:

- (a) should there be any conflict between the Account Terms and any provision of this letter then this letter shall prevail; and
 - (b) the Account is in, and will remain at all times in, the name of the Account Holder.
- 10. The Bank shall have only the duties and responsibilities expressly set out herein (and in the acknowledgement to the Blocking Notice) and in the Account Terms in effect from time to time in relation to the Account(s) and shall not be deemed to be an agent, bailee or fiduciary for any party, including, but not limited to, the Account Holder or the Charge Holder.
- 11. The Bank, its agents, employees, officers and directors will not be liable for any damages, costs or losses to the Account Holder, the Charge Holder or any other person or have any liability whatsoever arising as a result of taking or not taking any action under or in connection with the Charge, this letter, the Notice or the Blocking Notice unless directly caused by its gross negligence or wilful misconduct in complying with the terms of this letter.
- 12. This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

Yours faithfully

For and on behalf of **Lloyds Bank plc**

SCHEDULE

BLOCKING NOTICE

To: Lloyds Bank plc
Commercial Banking
PO Box 1000
BX1 1LT

For the attention of: *[insert contact details for Relationship Manager Team – not specific named person as these can change]* (or such other details as may be advised in writing by the Bank to the Customer and the Charge Holder as being the replacement address for such notices)

TO BE SENT BY EMAIL, AND IMMEDIATELY CONFIRMED BY A TELEPHONE CALL AND THE ORIGINAL OF THE BLOCKING NOTICE TO FOLLOW BY COURIER

THIS NOTICE REQUIRES YOUR URGENT ATTENTION

Acknowledgement of notice of charge dated [•] (the "Acknowledgement") from Lloyds Bank plc (the "Bank") to Wells Fargo Capital Finance (UK) Limited (the "Charge Holder") and [•] (the "Account Holder")

This letter constitutes the Blocking Notice referred to in paragraph 4 of the Acknowledgement a copy of which is attached hereto.

We request that no further transactions be permitted to take place on bank account title: [•], bank account details: [•] (including any renewal, redesignation and replacement thereof) (the "**Account**"). Please do not accept payment instructions from the Account Holder or any party other than (once we have complied with your requirements for operating the Account) us as Charge Holder. We acknowledge that this instruction shall not be effective unless and until we receive your acknowledgement in writing of this Blocking Notice.

Please send your acknowledgement of this Blocking Notice to the Charge Holder for the attention of [•] together with copies of any documents required by the Bank to enable the Charge Holder to be authorised signatory on the Account and to operate the Account including access to all monies standing to the credit of the Account.

.....
For and on behalf of
Wells Fargo Capital Finance (UK) Limited
Date: [•]

ACKNOWLEDGEMENT OF BLOCKING NOTICE

To: Wells Fargo Capital Finance (UK) Limited

For the attention of WFCFUK.Portfolio.Manager@wellsfargo.com

Acknowledgement of notice of charge dated [•] (the "Acknowledgement") from Lloyds Bank plc (the "Bank") to Wells Fargo Capital Finance (UK) Limited (the "Charge Holder") and [•] (the "Account Holder")

This letter constitutes acknowledgement of the Blocking Notice referred to in paragraph 4 of the Acknowledgement a copy of which is attached hereto. We confirm receipt of the Blocking Notice over bank account title: [*], bank account details: [*] (the "**Account**")

Please find attached copies of the documents required by the Bank to be completed by the Charge Holder to enable the Charge Holder to operate the Account.

.....
For and on behalf of **Lloyds Bank plc**

Enclosures: [•]

REVOCATION OF BLOCKING NOTICE

To: Lloyds Bank plc
Commercial Banking
PO Box 1000
BX1 1LT

For the attention of: *[insert contact details for Relationship Manager Team – not specific named person as these can change]* (or such other details as may be advised in writing by the Bank to the Customer and the Charge Holder as being the replacement address for such notices)

TO BE SENT BY EMAIL, AND IMMEDIATELY CONFIRMED BY A TELEPHONE CALL AND THE ORIGINAL OF THE REVOCATION OF BLOCKING NOTICE TO FOLLOW BY COURIER

THIS NOTICE REQUIRES YOUR URGENT ATTENTION

Blocking notice dated [●] (the "Blocking Notice") from Wells Fargo Capital Finance (UK) Limited (the "Charge Holder") in relation to the account maintained by [●] (the "Account Holder")

We refer to the Blocking Notice.

We confirm that, as of the date of this letter, the Blocking Notice is unconditionally and irrevocably revoked.

.....
For and on behalf of
Wells Fargo Capital Finance (UK) Limited

RELEASE CONFIRMATION

To: Lloyds Bank plc
Commercial Banking
PO Box 1000
BX1 1LT

For the attention of: *[insert contact details for Relationship Manager Team – not specific named person as these can change]* (or such other details as may be advised in writing by the Bank to the Customer and the Charge Holder as being the replacement address for such notices)

TO BE SENT BY EMAIL, AND IMMEDIATELY CONFIRMED BY A TELEPHONE CALL AND THE ORIGINAL OF THE REVOCATION OF BLOCKING NOTICE TO FOLLOW BY COURIER

THIS NOTICE REQUIRES YOUR URGENT ATTENTION

Acknowledgement of notice of charge dated [•] (the "Acknowledgement") from Lloyds Bank plc (the "Bank") to Wells Fargo Capital Finance (UK) Limited (the "Charge Holder") and [•] (the "Account Holder")

We refer to the Acknowledgement.

We confirm that we have unconditionally and irrevocably released and discharged all of the charges and other security constituted by the Charge.

.....
For and on behalf of
Wells Fargo Capital Finance (UK) Limited

SIGNATORIES

The Chargers

Executed as a deed by
SERCK SERVICES UK LIMITED

)
)
)

[Redacted Signature]

Director

In the presence of:

Signature of witness

[Redacted Signature]

Name

DAWN LOUISE WORTON

Address

[Redacted Address]

Occupation

BARRISTER

Executed as a deed by
UNIPART ACCELERATED LOGISTICS LIMITED

)
)
)

[Redacted Signature]

Director

In the presence of:

Signature of witness

[Redacted Signature]

Name

DAWN LOUISE WORTON

Address

[Redacted Address]

Occupation

BARRISTER

Executed as a deed by
UNIPART EXPORTS LIMITED

)
)
)

[Redacted Signature]

Director

In the presence of:

Signature of witness

[Redacted Signature]

Name

DAWN LOUISE WORTON

Address

[Redacted Address]

Occupation

BARRISTER

Executed as a deed by
UNIPART GROUP LIMITED

[Redacted Signature]

Director

In the presence of:

Signature of witness

[Redacted Signature]

Name

DAWN LOUISE WORTON

Address

[Redacted Address]

Occupation

BARRISTER

Executed as a deed by
UNIPART INTERNATIONAL HOLDINGS LIMITED

[Redacted Signature]

Director

In the presence of:

Signature of witness

[Redacted Signature]

Name

DAWN LOUISE WORTON

Address

[Redacted Address]

Occupation

BARRISTER

Executed as a deed by
UNIPART LOGISTICS LIMITED

Director

In the presence of:

Signature of witness

Name

Address

Occupation

Dawn Louise Worton

BARRISTER

Executed as a deed by
UNIPART NORTH AMERICA LIMITED

Director

In the presence of:

Signature of witness

Name

Address

Occupation

Dawn Louise Worton

BARRISTER

Executed as a deed by
UNIPART POWERTRAIN
APPLICATIONS LIMITED

Director

In the presence of:

Signature of witness

Name

Address

Occupation

Dawn Louise Worton

BARRISTER

The Security Trustee

WELLS FARGO CAPITAL FINANCE (UK) LIMITED

By:

