

MR01

Particulars of a charge



Companies House

A fee is payable with this form  
Please see 'How to pay' on the  
last page

You can use the WebF  
Please go to www.comp

☒ What this form is for  
You may use this form to register  
a charge created or evidenced by  
an instrument

☒ What this form is NOT  
You may not use this form to  
register a charge where  
instrument Use form M



A12  
17/02/2014  
COMPANIES HOUSE #67

This form must be delivered to the Registrar for registration within  
21 days beginning with the day after the date of creation of the charge. If  
delivered outside of the 21 days it will be rejected unless it is accompanied by a  
court order extending the time for delivery



You must enclose a certified copy of the instrument with this form. This will be  
scanned and placed on the public record

1 Company details

Company number 0 2 5 2 3 3 5 4

Company name in full HEYWOOD WILLIAMS COMPONENTS LIMITED

For official use

→ Filing in this form  
Please complete in typescript or in  
bold black capitals

All fields are mandatory unless  
specified or indicated by \*

2 Charge creation date

Charge creation date 1 2 0 2 2 0 1 4

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees  
entitled to the charge

Name BURDALE FINANCIAL LIMITED

Name

Name

Name

If there are more than four names, please supply any four of these names then  
tick the statement below

☐ I confirm that there are more than four persons, security agents or  
trustees entitled to the charge

# MR01

## Particulars of a charge

**4**

### Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

**Continuation page**  
Please use a continuation page if you need to enter more details

Description

**5**

### Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.

- ☒ **Yes**  
☐ **No**

**6**

### Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

- ☒ **Yes** Continue  
☐ **No** Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

- ☐ **Yes**

**7**

### Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

- ☒ **Yes**  
☐ **No**

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Trustee statement <sup>1</sup>

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

<sup>1</sup> This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

x *Neil Smith LLP.* x

This form must be signed by a person with an interest in the charge

# MR01

## Particulars of a charge



### Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name  
Victoria Thompson

Company name  
Reed Smith LLP

Address  
The Broadgate Tower

20 Pimrose Street

Post town  
London

County/Region  
Greater London

Postcode  
E C 2 A 2 R S

Country  
United Kingdom

DX  
DX 1066/DX 18 City/London

Telephone  
02031163509



### Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



### Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register
- ☐ You have included a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



### Important information

Please note that all information on this form will appear on the public record.



### How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House'.



### Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below.

**For companies registered in England and Wales**  
The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

**For companies registered in Scotland**  
The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post)

**For companies registered in Northern Ireland**  
The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG  
DX 481 N R Belfast 1



### Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)



FILE COPY

## CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2523354

Charge code: 0252 3354 0009

The Registrar of Companies for England and Wales hereby certifies that a charge dated 12th February 2014 and created by HEYWOOD WILLIAMS COMPONENTS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 17th February 2014

Dx

Given at Companies House, Cardiff on 19th February 2014



Companies House



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

Certified as a true copy of the  
original instrument other than material  
redacted pursuant to s.859G of the  
Companies Act 2006

Reed Smith LLP  
Reed Smith LLP  
Date 14/02/14

**SUPPLEMENTAL FIXED CHARGE**

Dated 12 February 2014

between

**ARRAN ISLE LIMITED AND OTHERS**

as Chargors

and

**BURDALE FINANCIAL LIMITED**

as Security Trustee

**ReedSmith**

Reed Smith LLP  
The Broadgate Tower  
20 Primrose Street  
London EC2A 2RS  
Phone +44 (0) 20 3116 3000  
Fax +44 (0) 20 3116 3999  
DX1066 City / DX18 London

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EME\_ACTIVE-558225263 1-VTHOMPSO

This Supplemental Fixed Charge is made on 12 February 2014

Between

- (1) **ARRAN ISLE LIMITED** registered in England and Wales with number 7044474 (the "Company"),
- (2) **THE AFFILIATES** of the Company listed in Schedule 1 (together with the Company, each a **Chargor** and together the **Chargors**), and
- (2) **BURDALE FINANCIAL LIMITED** registered in England and Wales with number 2656007 (the "**Security Trustee**")

#### Recitals

- A The parties to this Supplemental Fixed Charge (the "**Parties**") are party to a debenture dated 14 June 2013 (the "**Debenture**") in connection with a facility agreement dated 14 June 2013 between the parties and certain affiliates of the **Chargors**
- B The Security Trustee has requested that the **Chargors** enter into a supplemental fixed charge. Each **Chargor** has agreed to enter into such a 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

- 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

"**Blocked Accounts**" means each of the following

Account Holder	Currency	Account Number	Sort Code	Bank Details
Carlisle Brass Limited	GBP	14854446	40-27-15	HSBC Bank plc, 33 Park Row, Leeds, LS1 1LD
Eurolite Decorative Brass Limited	GBP	34853881	40-27-15	HSBC Bank plc, 33 Park Row, Leeds, LS1 1LD

Account Holder	Currency	Account Number	Sort Code	Bank Details
Heywood Williams Components Limited	GBP	54854462	40-27-15	HSBC Bank plc, 33 Park Row, Leeds, LS1 1LD
Heywood Williams Components Limited	GBP	04854489	40-27-15	HSBC Bank plc, 33 Park Row, Leeds, LS1 1LD

**“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)

1 3 The provisions of Clause 1 2 of the Debenture shall apply to this Supplemental Fixed Charge with such consequential changes as may be required

## **2. Fixed and Floating Security**

2 1 Each Chargor, as security for the payment and performance of the Secured Liabilities

- (a) charges in favour of the Security Trustee by way of first fixed charge all of its right, title and interest (if any) in and to the Blocked Accounts and all monies standing to the credit of the Blocked Accounts and the debts represented by them,
- (b) charges in favour of the Security Trustee by way of 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)(i), the Blocked Accounts, and
- (c) charges to the Security Trustee by way of a floating charge the Blocked Accounts and Book Debts not otherwise effectively charged by way of fixed charge by Clause 2 1(a) above

**3. 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.

**4. 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

**5. Governing Law**

This Supplemental Fixed Charge, and any non-contractual obligations arising out of or in connection with it shall be governed by English law and shall be construed in accordance with English law and the parties submit to the non-exclusive jurisdiction of the English courts

## **SCHEDULE 1 – THE CHARGORS**

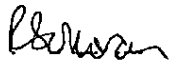
<b>Name of Original Borrower</b>	<b>Jurisdiction of Incorporation</b>	<b>Registration number (or equivalent, if any)</b>
Arran Isle Limited	England and Wales	7044474
Arran Isle Holdings Limited	England and Wales	109354
Carlisle Brass Limited	England and Wales	02022858
Eurolite Decorative Brass Limited	England and Wales	03590915
Heywood Wilhams Components Limited	England and Wales	2523354

In witness of which the parties have executed this Supplemental Fixed Charge as a deed on the day and year first written above

**The Chargors**

Executed as a deed by  
**ARRAN ISLE LIMITED**

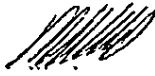
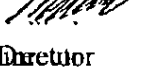
acting by a director in the presence of

 . . .  
Signature of witness

Name *R SULLIVAN*

Address *ARRAN ISLE, PREMISE WAY,*

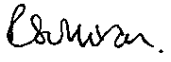
*LOWREYS, GUAND*

))  . . .  
))  . . .  
)) Director



Executed as a deed by  
**ARRAN ISLE HOLDINGS  
LIMITED**


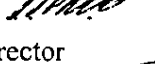
acting by a director in the presence of

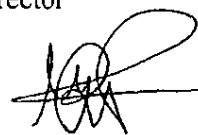
 . . .  
Signature of witness

Name *R SULLIVAN*

Address *ARRAN ISLE, PREMISE WAY,*

*LOWREYS, GUAND*

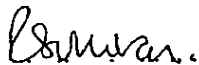
)  .  
)  .  
) Director



Executed as a deed by  
**CARLISLE BRASS LIMITED**  
acting by a director in the presence of

)  
)  
) Director



  
Signature of witness

Name R Sullivan

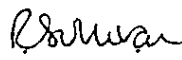
Address ALBAN ISLE, PREMIER WAY,

LOWNESS, GUAM.

Executed as a deed by  
**EUROLITE DECORATIVE BRASS  
LIMITED**  
acting by a director in the presence of

)  
)  
) Director



  
Signature of witness

Name R Sullivan


Address ALBAN ISLE, PREMIER WAY,

LOWNESS, GUAM.

Executed as a deed by  
**HEYWOOD WILLIAMS  
COMPONENTS LIMITED**  
acting by a director in the presence of

)  
)  
) Director



  
Signature of witness

Name R Sullivan

Address ALBAN ISLE, PREMIER WAY,

LOWNESS, GUAM.

**The Security Trustee**

By

*Kjaldsgun* *[Signature]*

**BURDALE FINANCIAL LIMITED**