



Registration of a Charge

Company Name: **DUNLOP AIRCRAFT TYRES LIMITED**

Company Number: **03226333**



XC8GG1DT

Received for filing in Electronic Format on the: **24/07/2023**

Details of Charge

Date of creation: **21/07/2023**

Charge code: **0322 6333 0010**

Persons entitled: **THE ROYAL BANK OF SCOTLAND PLC**

Brief description:

Contains fixed 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.**

Certified by: **CAMERON JOHNSTONE-BROWNE, CMS CAMERON MCKENNA
NABARRO OLSWANG LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3226333

Charge code: 0322 6333 0010

The Registrar of Companies for England and Wales hereby certifies that a charge dated 21st July 2023 and created by DUNLOP AIRCRAFT TYRES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th July 2023 .

Given at Companies House, Cardiff on 26th July 2023

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**

THIS IS AN IMPORTANT DEED. YOU SHOULD TAKE LEGAL ADVICE BEFORE SIGNING.

Owner: Dunlop Aircraft Tyres Limited **Registered No:** 03226333

Bank: The Royal Bank of Scotland plc

Deposit: all amounts now and in the future credited to Account number [REDACTED] and sort-code [REDACTED] with the Bank (the **Deposit**).

1. Owner's Obligations

The Owner will pay to the Bank on demand all the Owner's Obligations. The **Owner's Obligations** are all the Owner's liabilities to the Bank (present, future, actual or contingent and whether incurred alone or jointly with another) and include without limitation:

- 1.1 **Interest** at the rate charged by the Bank, calculated both before and after demand or judgment on a daily basis and compounded according to agreement, or, in the absence of agreement, quarterly on the days selected by the Bank.
- 1.2 any expenses the Bank incurs (on a full indemnity basis and with Interest from the date of payment) in connection with the Deposit, or in taking, perfecting, protecting, enforcing or exercising any power under this deed.
- 1.3 the guarantees granted by the Owner in favour of each of HM Revenue and Customs, the Government of India, the Directorate of Naval Material (Ministry of Defence), the Government of Arab Republic of Egypt and any other guarantee granted by the Owner.

2. Charge

The Owner, as a continuing security for the payment on demand of the Owner's Obligations and with full title guarantee charges by way of first fixed charge all of its present and future right, title, benefit and interest in and to the Deposit to the Bank.

3. Restrictions

The Owner will not without the Bank's consent:

- 3.1 permit or create any mortgage, charge or lien on the Deposit.
- 3.2 dispose of or assign the Deposit.
- 3.3 make any withdrawal from the Deposit. The Bank allowing the Owner to make a withdrawal will not waive this restriction in respect of future withdrawals.

4. The Deposit

- 4.1 If the Account is changed, replaced or renamed, this deed will apply to any credit balance held on the new or renamed account. References to Deposit include any credit balance which derives (in whole or part) from the Deposit.
- 4.2 If the Deposit is for a fixed term and the Owner's Obligations remain outstanding on maturity then the Bank may transfer the Deposit to another account in the Owner's name with the Bank. The Bank will take note of any request by the Owner when selecting the account.

5. Representations

- 5.1 This deed creates or, as applicable, evidences in favour of the Bank the security which it purports to create or evidence with the ranking and priority which it is expressed to have.
- 5.2 Without limiting clause 5.1 above, the Owners' Obligations under this deed rank at least *pari passu* with the claims of all its other unsecured and unsubordinated creditors, except for obligations mandatorily preferred by law applying to companies generally.

5.3 No security exists over the Deposit and all related rights and no arrangement or transaction as described in Clause 3 above has been entered into by it and is outstanding.

5.4 The Owner is not restricted in any way from entering into (i) the facilities agreement originally dated 2 June 2017 and as amended and restated from time to time and made between, among others, the Owner and GLAS Trust Corporation as security agent and (ii) the master facilities agreement dated on or about the date of this deed and made between, among others, the Owner and Leumi UK Group Limited as lender to enter into this deed and grant security over all of its present and future right, title, benefit and interest in and to the Deposit.

6. Undertakings

The Owner shall:

6.1 use reasonable endeavours to replace the Bank as its current account provider by no later than 30 September 2023; and

6.2 supply written monthly updates commencing from the date of this deed to the Bank on the status of replacing the Bank as its current account provider.

7. Powers of the Bank

7.1 The Bank may retain the Deposit and, without prior notice, apply or set off the Deposit to reduce the Owner's Obligations.

7.2 The Bank may set off any amount due from the Owner against any amount owed by the Bank to the Owner. The Bank may exercise this right, without prior notice, both before and after demand. For this purpose, the Bank may convert an amount in one currency to another, using its market rate of exchange at the relevant time.

7.3 Any credit balance with the Bank will not be repayable, or capable of being disposed of, charged or dealt with by the Owner until the Owner's Obligations, both before and after demand, have been paid in full. The Bank allowing the Owner to make a withdrawal will not waive this restriction in respect of future withdrawals.

7.4 The Bank may serve notice of this deed on any party to perfect the security.

8. Power of Attorney

To give effect to this deed and secure the exercise of any of the Bank's powers, the Owner irrevocably appoints the Bank to be the Owner's attorney (with full power of substitution and delegation), in the Owner's name to sign or execute any documents, deeds and other instruments, or to take, continue or defend any proceedings.

9. Application of Payments

9.1 The Bank may apply any payments received for the Owner to reduce any of the Owner's Obligations, as the Bank decides.

9.2 If the Bank receives notice of any charge or other interest affecting the Deposit, the Bank may suspend the operation of the Owner's account(s) and open a new account or accounts. Regardless of whether the Bank suspends the account(s), any payments received by the Bank for the Owner after the date of that notice will be applied first to repay the Owner's Obligations arising after that date.

10. Preservation of Other Security and Rights and Further Assurance

10.1 This deed is in addition to any other security or guarantee for the Owner's Obligations held by the Bank, now or in the future. The Bank may consolidate this deed with any other security so that they have to be redeemed together, but it will not merge with or prejudice any other security or guarantee or any of the Bank's other rights.

10.2 On request, the Owner will execute any deed or document, or take any other action required by the Bank, to perfect or enhance the Bank's security under this deed.

11. Consents, Notices and Demands

- 11.1 All consents, notices and demands must be in writing.
- 11.2 The Bank may deliver a notice or demand to the Owner at its registered office, or at the contact details last known to the Bank.
- 11.3 A notice or demand signed by an official of the Bank will be effective at the time of personal delivery; on the second business day after posting. A **business day** is a weekday other than a national holiday.
- 11.4 A notice from the Owner to the Bank will be effective on receipt.

12. Transfers

The Bank may allow any person to take over any of its rights and duties under this deed. The Owner authorises the Bank to give that person or its agent any financial or other information about the Owner. References to the Bank include its successors.

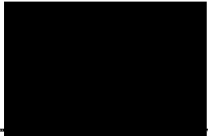
13. Possession and Exercise of Powers

- 13.1 The Bank does not have an immediate right to possession of the Deposit, and the Owner will continue in possession until the Bank takes possession. If the Bank makes a demand, the Bank may then take possession or exercise any of its other powers without further delay.
- 13.2 Any purchaser or third party dealing with the Bank may assume that the Bank's powers have arisen and are exercisable without proof that demand has been made.
- 13.3 The Bank will not be liable to account to the Owner for any money not actually received by the Bank.

14. Law

- 14.1 English law applies to this deed and the English courts have exclusive jurisdiction.
- 14.2 For the benefit of the Bank, the Owner irrevocably submits to the jurisdiction of the English courts and irrevocably agrees that a judgment or ruling in any proceedings in connection with this deed in those courts will be conclusive and binding on the Owner and may be enforced against the Owner in the courts of any other jurisdiction.

Executed and Delivered as a deed by
the Owner

) 
) Director
)
)
) _____
) Director/Secretary
)

Shashank Dhawan

A witness is required if there is only one signature

Witness' name in full MATTHEW VERNON BANNER

Signature

Address

Occupation

GROUP FINANCIAL CONTROLLER

Date: 21 July 2023