



Registration of a Charge

Company name: **ARLINGTON AUTOMOTIVE LIMITED**

Company number: **08554261**



X711RL1M

Received for Electronic Filing: **05/03/2018**

Details of Charge

Date of creation: **05/03/2018**

Charge code: **0855 4261 0003**

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.**

Certified by:

MERYEM HASSAN



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8554261

Charge code: 0855 4261 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 5th March 2018 and created by ARLINGTON AUTOMOTIVE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th March 2018 .

Given at Companies House, Cardiff on 7th March 2018

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

Confidential

Dated ^{March} 5 ~~February~~ 2018

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 5 ^{March} ~~February~~ 2018

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 10 May 2017 (the **Debenture**) in connection with a facility agreement dated 10 May 2017 between the Parties and certain affiliates of the Chargors (the **Facility Agreement**).
- (B) The Security Trustee has requested that the Chargors enter into a supplemental fixed charge. The Chargors have 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 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:

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

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.

- 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 Blocked Accounts and all monies standing to the credit of any of the Blocked 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 Blocked Accounts and any amounts standing to the credit thereof; and
- (c) by way of first floating charge the Blocked 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 Blocked Account Notice and Acknowledgement

On the execution of this Deed, each Chargor shall serve notice on the bank at which each Blocked Account is opened in substantially the form set out in Part 1 of Schedule 3 (*Forms of Notice to Banks and Acknowledgement*) and shall use reasonable endeavours to procure that the relevant bank returns the acknowledgement in respect of each Blocked Account in the form set out in Part 2 of Schedule 3 (*Forms of Notice to Banks and 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 Deed 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 Deed.

6. Governing Law

This Deed 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 Deed (including a dispute regarding the existence, validity or termination of this Deed) (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 Deed has been entered into as a deed on the date stated at the beginning of this Deed.

Schedule 1

The Chargors

The Chargors	Registration number
AIM Design Co. Limited	04752004
AIM Engineering Limited	02744531
Arlington Automotive Limited	08554261
Arlington Automotive NE Limited	01797394
Magal AWT Ltd	04824345
Magal Cables Limited	05115514
North West Precision Limited	07341603

Schedule 2

Blocked Accounts

Account Holder	Currency	Account Number	Sort Code	Bank Details
AIM Design Co. Limited	GBP	██████	██████	Lloyds Bank plc Market Street Manchester 42-46 Market Street Manchester Lancashire M1 1PW
AIM Engineering Limited	GBP	██████	██████	Lloyds Bank plc Orchard Brae P.O. Box 72 Bailey Drive Gillingham Business Park Gillingham, ME8 0LS
	EUR	██████		
	USD	██████		
Arlington Automotive Limited	GBP	██████	██████	Lloyds Bank plc Orchard Brae P.O. Box 72 Bailey Drive Gillingham Business Park Gillingham, ME8 0LS
	EUR	██████		
	USD	██████		
Arlington Automotive NE Limited	GBP	██████	██████	Lloyds Bank plc Market Street Manchester 42-46 Market Street Manchester Lancashire M1 1PW
	EUR	██████		
Magal AWT Limited	GBP	██████	██████	Lloyds Bank plc Broad Street Reading 24 Broad Street Reading Berkshire RG1 2BT
	EUR	██████		
Magal Cables Limited	GBP	██████	██████	Lloyds Bank plc Broad Street Reading 24 Broad Street Reading Berkshire RG1 2BT
	EUR	██████		
North West Precision Limited	GBP	██████	██████	Lloyds Bank plc Liverpool Law Courts Merchants Court 2-12 Lord Street Liverpool Merseyside L2 1TS

Account Holder	Currency	Account Number	Sort Code	Bank Details
	EUR			Lloyds Bank plc Liverpool Law Courts Merchants Court 2-12 Lord Street Liverpool Merseyside L2 1TS

Schedule 3

Part I - Blocked Account Notice

[Date]

To: []

[]

Attention: []

Dear Sirs,

[Name of Chargor] (the **Company**) hereby gives notice to [Name of Bank] (the **Bank**) that by a Supplemental Fixed Charge dated 2018 (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 account(s) held with the Bank and all amounts standing to the credit of such account(s) from time to time:

Account No. [], sort code []

Account No. [], sort code []

[Repeat as necessary]

(the **Blocked Account(s)**).

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 at 4th Floor, 90 Long Acre, London, WC2E 9RA, Attention: Portfolio Manager – Arlington and to the Company at the address given above, attention [].

The attached acknowledgement letter constitutes our irrevocable instruction to you. Without prejudice to the generality thereof, we hereby agree in your favour to be bound by (a) the limitations on your responsibility under paragraph (h) of the acknowledgment letter, and (b) the provisions of paragraph (j) of the acknowledgment letter, in each case as if we had signed it in your favour.

Yours faithfully

.....
for and on behalf of
[the relevant Chargor]

Part 2 - Blocked Account Acknowledgement

[On the Headed Notepaper of Bank]

[Date]

To: Wells Fargo Capital Finance (UK) Limited
(the **Security Trustee**)
4th Floor
90 Long Acre
London WC2E 9RA

Attention: Portfolio Manager – Arlington

Dear Sirs,

[Name of Chargor] (the Company)

We [Name of Bank] (the **Bank**) refer to the notice dated 2018 from the Company with respect to the fixed charge which it has granted to the Security Trustee over the Blocked Account(s) (the **Notice**).

Terms not defined in this letter shall have the meanings given to them in the Notice.

The Bank hereby acknowledges that the Company has charged to the Security Trustee by way of a first fixed charge all of its rights, title, interest and benefit in and to the Blocked Account(s).

The Bank hereby irrevocably undertakes to the Security Trustee that until receipt by us of notice from the Security Trustee confirming that the Security Trustee no longer has any interest in the Blocked Account(s) we shall:

- (a) not exercise any right of combination, consolidation, merger or set-off which we may have in respect of, or otherwise exercise any other right which we may have to apply any monies from time to time standing or accruing to the credit of the Blocked Account(s) save for fees and charges payable to us for the operation of the Blocked Account(s);
- (b) promptly notify you of any renewal, renumbering or redesignation of any and all of the Blocked Accounts;
- (c) promptly send to the Security Trustee copies with respect to all the Blocked Accounts of all statements and, if requested by the Security Trustee, copies of all credits, debits and notices given or made by us in connection with such account;
- (d) not permit or effect any withdrawal or transfer from the Blocked Account(s) by or on behalf of the Company save for withdrawals and transfers requested by the Security Trustee pursuant to the terms of this letter;
- (e) comply with all instructions received by the Bank from the Security Trustee from time to time with respect to the conduct of the Blocked Account(s) provided that such instructions are given in accordance with the terms of this letter;
- (f) comply with all instructions received by the Bank from the Security Trustee from time to time with respect to the movement of funds from the Blocked Account(s) provided that:
 - (i) all instructions are received in accordance with the terms and conditions which apply from time to time to the relevant account and/or electronic banking system;
 - (ii) all instructions must be received by 2pm if they are to be complied with on the same Business Day. Instructions received outside such hours will be complied with on the

next Business Day following such receipt. Facsimile instructions will be deemed received at the time of transmission;

- (iii) all instructions are given in compliance with the mandate entered into by the Security Trustee stipulating who may give instructions to us; and
 - (iv) to the extent that an instruction is given which would in our opinion cause [any of] the Blocked Account(s) to become overdrawn we will transfer the cleared balance in the account;
- (g) the Bank shall not be obliged to comply with any instructions received from the Security Trustee where:
- (i) due to circumstances not within our direct control we are unable to comply with such instructions; and
 - (ii) that to comply with such instructions will breach a Court Order or be contrary to applicable law;

and in each case we shall, if legally possible, give notice thereof to the Company and the Security Trustee as well as reasons why we cannot comply with such instructions;

- (h) in the event that the Bank is unable to comply with any instructions due to circumstances set out in paragraph (g) we shall not be responsible for any loss caused to the Security Trustee or to the Company and in any event the Bank shall not be liable for any consequential, special, secondary or indirect loss of or damage to goodwill, profits or anticipated savings (however caused);
- (i) the Security Trustee acknowledges that we are obliged to comply with the terms of this letter and that we have no notice of the particulars of the charge granted to the Security Trustee by the Company other than as set out in the Notice and this letter. The Security Trustee further acknowledges that subject to the terms of this letter we shall not be liable to the Security Trustee in any respect if the Company operates the Blocked Account(s) in breach of any agreement entered into by the Company with the Security Trustee; and
- (j) the Security Trustee irrevocably authorises the Bank to follow any instructions received from the Security Trustee in relation to the Blocked Account(s) from any person that we reasonably believe to be an authorised officer of the Security Trustee without further inquiry as to the Security Trustee's right or authority to give such instructions and we shall be fully protected in acting in accordance with such instructions.

We note that, for the purposes of this letter, all notices, copy notices, advices and correspondence to be delivered to the Security Trustee shall be effectively delivered if sent by facsimile to the Security Trustee at number 0845 641 8889 or by post at the address at the top of this letter, in both cases marked for the attention of Portfolio Manager – Arlington.

This letter and any non-contractual obligations arising out of or in connection with it shall be governed by English law and all parties hereby submit to the jurisdiction of the English courts.

Yours faithfully

We hereby acknowledge and accept the terms of this letter

.....
for and on behalf of
[BANK]

.....
for and on behalf of
WELLS FARGO CAPITAL FINANCE (UK) LIMITED
acting in its capacity as Security Trustee

SIGNATORIES

The Chargors

Executed as a deed by
AIM DESIGN CO. LIMITED

Director

In the presence of:

Signature of witness

Name

Address

Occupation

Executed as a deed by
AIM ENGINEERING LIMITED

Director

In the presence of:

Signature of witness

Name

Address

Occupation

Executed as a deed by
ARLINGTON AUTOMOTIVE LIMITED

Director

In the presence of:

Signature of witness

Name

Address

Occupation

Executed as a deed by
ARLINGTON AUTOMOTIVE NE LIMITED

Director

In the presence of:

Signature of witness

Name

Address

Occupation

MATTHEW BORTH

MILK STYL ROAD, MANCHESTER, M22 5W3

CHARTERED ACCOUNTANT

Executed as a deed by
MAGAL AWT LTD

Director

In the presence of:

Signature of witness

Name

Address

Occupation

MATTHEW BORTH

MILK STYL ROAD, MANCHESTER, M22 5W3

CHARTERED ACCOUNTANT

Executed as a deed by
MAGAL CABLES LIMITED

Director

In the presence of:

Signature of witness

Name

Address

Occupation

MATTHEW BORTH

MILK STYL ROAD, MANCHESTER, M22 5W3

CHARTERED ACCOUNTANT

Executed as a deed by
NORTH WEST PRECISION LIMITED

Director

In the presence of:

Signature of witness

Name

Address

Occupation

MATTHEW BORTH

MILK STYL ROAD, MANCHESTER, M22 5W3

CHARTERED ACCOUNTANT

The Security Trustee

WELLS FARGO CAPITAL FINANCE (UK) LIMITED

By:

