

MR01

Particulars of a charge

391634/23
laserform



Go online to file this information
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A fee is payable with this form
Please see 'How to pay' on the last page.

✓ **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 for**
You may not use this form to
register a charge where the
instrument. Use form MR08

For further information, please
refer to our guidance at:



L6M7R4HS
LD3 28/12/2017 #209
COMPANIES HOUSE

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. **Do not send the original.**

1 Company details

Company number 00939028

Company name in full WERNER UK SALES & DISTRIBUTION LTD.

For official use
→ **Filling 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 22/12/2017

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 JPMORGAN CHASE BANK N.A. as the Collateral Agent

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

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.

Brief description

NONE.

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument".

Please limit the description to the available space.

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating 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 company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box.

☒ Yes

☐ No

8

Trustee statement ①

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.

☐

① This statement may be filed after the registration of the charge (use form MR06).

9

Signature

Please sign the form here.

Signature

Signature

X

Mayer Brown International LLP

X

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

MR01

Particulars of a charge



Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name ABIGAIL DALGLEISH

Company name Mayer Brown International LLP

Address 201 Bishopsgate

Post town London

County/Region

Postcode E C 2 M 3 A F

Country

DX DX 556 London and City

Telephone 020 3130 3000



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:

- ☒ [x] The company name and number match the information held on the public Register.
- ☒ [x] You have included a certified copy of the instrument with this form.
- ☒ [x] You have entered the date on which the charge was created.
- ☒ [x] You have shown the names of persons entitled to the charge.
- ☒ [x] You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
- ☐ You have given a description in Section 4, if appropriate.
- ☒ [x] You have signed the form.
- ☒ [x] You have enclosed the correct fee.
- ☒ [x] 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 £23 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.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 939028

Charge code: 0093 9028 0015

The Registrar of Companies for England and Wales hereby certifies that a charge dated 22nd December 2017 and created by WERNER UK SALES & DISTRIBUTION LTD. was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 28th December 2017.

Given at Companies House, Cardiff on 5th January 2018



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

EXECUTION VERSION

Dated 22 December 2017

- (1) **THE COMPANIES LISTED IN SCHEDULE 1** as Charging Companies
- (2) **JPMORGAN CHASE BANK N.A.** as Collateral Agent

SUPPLEMENTAL CHARGE

Reference is made to the ABL INTERCREDITOR AGREEMENT, dated as of July 24, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “**Intercreditor Agreement**”), among the Borrowers, Holdings, the Company, each Subsidiary of Holdings that becomes party thereto, JPMorgan Chase Bank, N.A., as the ABL Agent (as defined therein), JPMorgan Chase Bank, N.A., as the Initial Senior Lien Term Loan Agent (as defined therein), the Unsecured Creditors from time to time party thereto, the Investors from time to time party thereto, the Intra-Group Lenders from time to time party thereto and the other parties thereto from time to time. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent, for the benefit of the secured parties hereunder, pursuant to this Supplemental Charge and the exercise of any right or remedy by the Collateral Agent and the other secured parties hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict or inconsistency between the provisions of the Intercreditor Agreement and this Supplemental Charge, the provisions of the Intercreditor Agreement shall control.

MAYER • BROWN
LONDON

I certify that, save for material redacted pursuant to s.859G of the Companies Act 2006, this copy instrument is a correct copy of the original instrument.

Signed *Mayer Brown International LLP*
Mayer Brown International LLP

Date *27/12/2017*

CONTENTS

Clause	Page
1. Definitions and interpretation	1
2. Charging clause.....	2
3. Negative pledge and disposal restrictions.....	2
4. Incorporation of Debenture provisions	2
5. Relationship with other Loan Documents.....	2
6. Governing law	3

Schedules

1. The Charging Companies
2. The Specified Bank Accounts

THIS SUPPLEMENTAL CHARGE is dated 22 December 2017 and made between:

- (1) **THE COMPANIES** listed in Schedule 1 to this Supplemental Charge (each a "**Charging Company**" and together the "**Charging Companies**"); and
- (2) **JPMORGAN CHASE BANK N.A.** as collateral agent and trustee for itself and on behalf of the other Secured Parties (the "**Collateral Agent**").

BACKGROUND:

- (A) By a debenture dated 24 July 2017 and made by the Charging Companies and others in favour of the Collateral Agent (the "**Debenture**"), the Charging Companies and others created fixed and floating charges over all of their respective property, assets and undertaking as security for the Obligations.
- (B) By a deed of release dated and effective immediately prior to the date of this Supplemental Charge and made by the Collateral Agent in favour of the Charging Companies, the Collateral Agent has released the Security Interests created by the Debenture over the bank accounts listed in Schedule 2 (the "**Specified Bank Accounts**").
- (C) Each Charging Company has agreed to grant a fixed charge over its Specified Bank Accounts in favour of the Collateral Agent.
- (D) By this Supplemental Charge, each Charging Company grants that fixed charge to the Collateral Agent. The Collateral Agent holds the benefit of this Supplemental Charge, including the security created and other rights granted in it, on trust for the Secured Parties on the terms set out in the Debenture.
- (E) This document is the deed of each Charging Company, even if it has not been duly executed by the Collateral Agent or has been executed by the Collateral Agent but not as a deed.

THIS SUPPLEMENTAL CHARGE WITNESSES that:

1. DEFINITIONS AND INTERPRETATION

1.1 Terms defined in the Debenture

Terms defined in the Debenture but not defined in this Supplemental Charge shall have the same meaning in the Supplemental Charge as in the Debenture.

1.2 Interpretation

Clauses 1.2 (*Construction*) and 1.3 (*Other References*) of the Debenture shall apply as if set out in full again here, with references to "this Debenture" and "the Charging Companies" being construed as references to this Supplemental Charge and the Charging Companies herein and with such other changes as are appropriate to fit this context.

2. CHARGING CLAUSE

2.1 Fixed charge

Each Charging Company, as security for the payment of the Obligations to the Secured Parties, charges in favour of the Collateral Agent by way of fixed charge all monies standing to the credit of the Specified Bank Accounts and all rights related to those accounts.

2.2 Confirmation of security created by the Debenture

Each Charging Company acknowledges that the Specified Bank Accounts fall within the definition of "Collection Accounts" in the Debenture.

3. NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS

No Charging Company may:

- (a) create or agree to create or permit to subsist any Security Interest over all or any part of the Specified Bank Accounts; or
- (b) sell, transfer, lease out, lend or otherwise dispose of all or any part of the Specified Bank Accounts or the right to receive or to be paid the proceeds arising on the disposal of the same, or agree or attempt to do so,

except as permitted by the ABL Credit Agreement or with the prior consent of the Collateral Agent.

4. INCORPORATION OF DEBENTURE PROVISIONS

The provisions of Clauses 4 (*Continuing Security*) to 24 (*Governing law and enforcement*) of the Debenture (apart from Clauses 6 (*Negative pledge and disposal restrictions*) and 24.1 (*Governing law*) of the Debenture) shall apply as if set out in full here, with such changes as are appropriate to fit this context. In particular, for these purposes references to "**this Debenture**" shall be construed as references to this Supplemental Charge and references to the Collection Accounts and Collateral shall be construed as references to the Specified Bank Accounts.

5. RELATIONSHIP WITH OTHER LOAN DOCUMENTS

5.1 Collateral Document and Loan Document

This Supplemental Charge is a Collateral Document and so a Loan Document.

5.2 Supplemental

This Supplemental Charge is supplemental to the Debenture, to the intent that in relation to the Specified Bank Accounts it and the Debenture shall be read and construed as one document.

5.3 Continuation of the Debenture

Except as supplemented by this Supplemental Charge, the Debenture shall continue in full force and effect.

6. GOVERNING LAW

This Supplemental Charge is governed by, and shall be construed in accordance with, English law.

EXECUTION:

The parties have shown their acceptance of the terms of this Supplemental Charge by executing it, in the case of the Charging Companies as a deed, at the end of the Schedules.

SCHEDULE 1
THE CHARGING COMPANIES

Name	Registered Number	Jurisdiction
Werner UK Sales & Distribution Ltd.	00939028	England and Wales
Youngman Group Limited	05442058	England and Wales

**SCHEDULE 2
SPECIFIED BANK ACCOUNTS**

Charging Company	Account Bank	Account number, Sort code/SWIFT and currency	IBAN
Youngman Group Limited	Bank of America, N.A.	[REDACTED] [REDACTED] GBP	[REDACTED]
Youngman Group Limited	Bank of America, N.A.	[REDACTED] [REDACTED] [REDACTED] EUR	[REDACTED]
Youngman Group Limited	Bank of America, N.A.	[REDACTED] [REDACTED] [REDACTED] USD	[REDACTED]
Werner UK Sales & Distributions Ltd	Bank of America, N.A.	[REDACTED] [REDACTED] GBP	[REDACTED]
Werner UK Sales & Distributions Ltd	Bank of America, N.A.	[REDACTED] [REDACTED] [REDACTED] EUR	[REDACTED]
Werner UK Sales & Distributions Ltd	Bank of America, N.A.	[REDACTED] [REDACTED] [REDACTED] USD	[REDACTED]

EXECUTION of Supplemental Charge:

Charging Companies

EXECUTED as a deed by
WERNER UK SALES & DISTRIBUTION LTD.

acting by a director

[REDACTED]

in the presence of

Witness:

[REDACTED]

Name:

GEORGEY R. HARTENSTEIN

Address:

[REDACTED]

Occupation:

Secretary & General Counsel

EXECUTED as a deed by
YOUNGMAN GROUP LIMITED

acting by a director

in the presence of

Witness:

Name:

Address:

Occupation:

GEORGE R. HARTENSTEIN

Secretary & General Counsel

Collateral Agent



Signed by

Authorised signatory for and on behalf of
JPMORGAN CHASE BANK N.A.