



Registration of a Charge

Company Name: **WERNER UK SALES & DISTRIBUTION LTD.**

Company Number: **00939028**



Received for filing in Electronic Format on the: **15/10/2021**

XAF5ZGVN

Details of Charge

Date of creation: **04/10/2021**

Charge code: **0093 9028 0017**

Persons entitled: **JPMORGAN CHASE BANK, N.A.**

Brief description: **SECURITY INTERESTS (NOT EXPRESSED AS FLOATING CHARGES) ARE CREATED OVER ALL OF THE COMPANY'S RIGHTS IN ANY LAND, INTELLECTUAL PROPERTY AND VEHICLES (WHICH WOULD INCLUDE SHIPS AND AIRCRAFT). NONE IS SPECIFIED. SEE THE INSTRUMENT FOR MORE DETAILS.**

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:

SIMON FISHER



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 939028

Charge code: 0093 9028 0017

The Registrar of Companies for England and Wales hereby certifies that a charge dated 4th October 2021 and created by WERNER UK SALES & DISTRIBUTION LTD. was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 15th October 2021 .

Given at Companies House, Cardiff on 18th October 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 4 October 2021

- (1) **WERNER EUROPEAN HOLDING LIMITED** and others as Charging Companies
- (2) **JPMORGAN CHASE BANK, N.A.** as Collateral Agent

SUPPLEMENTAL SECURITY DEED
relating to
(i) a debenture, (ii) an account charge, (iii) a shares
charge (each dated 24 July 2017), and (iv) a
supplemental charge (dated 22 December 2017)

MAYER | BROWN

LONDON

THIS SUPPLEMENTAL SECURITY DEED is dated 4 October 2021 and made between:

- (1) **THE PARTIES LISTED IN SCHEDULE 1 (*THE CHARGING COMPANIES*)** (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 credit agreement made on 24 July 2017 between, amongst others, (1) Werner International Holding S.à r.l. and (2) JPMorgan Chase Bank, N.A., in various capacities including as Administrative Agent and Collateral Agent (the "**Credit Agreement**"), certain asset based lending facilities were provided by the Lenders to the Borrowers on the terms of the Credit Agreement.
- (B) As security for their obligations under the Credit Agreement:
 - (a) on 24 July 2017:
 - (i) the UK Chargors entered into the UK Debenture;
 - (ii) the Account Chargors entered into the UK Account Charge; and
 - (iii) the Share Chargors entered into the UK Shares Charge; and
 - (b) on 22 December 2017, the Supplemental Chargors entered into the UK Supplemental Charge.
- (C) The parties to the Credit Agreement intend to amend the Credit Agreement on or about the date of this Deed.
- (D) This Deed:
 - (a) contains confirmations in relation to security interests granted by the Charging Companies and contains a re-grant by the Charging Companies of certain security interests; and
 - (b) deals with related matters.

THIS DEED WITNESSES that:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed:

"Account Chargors" means each of:

- (a) Werner Luxembourg Holdings S.à r.l.; and

(b) Werner Global Holdings S.à r.l..

"Amended Credit Agreement" means the Credit Agreement as amended and restated on or about the date of this Deed.

"Credit Agreement" has the meaning given to it in Recital (A).

"Parties" means the parties to this Deed.

"Share Chargors" means each of:

- (a) Werner International Holding S.à r.l.;
- (b) Werner Global Holdings S.à r.l.; and
- (c) Werner International POC GmbH.

"Supplemental Chargors" means each of:

- (a) Werner UK Sales & Distribution Ltd;
- (b) Youngman Group Limited;

"UK Account Charge" means the English law account charge dated 24 July 2017 and entered into between the Account Chargors and the Collateral Agent.

"UK Chargors" means each of:

- (c) Werner European Holding Limited;
- (d) Werner US Holding Limited;
- (e) Werner UK Sales & Distribution Ltd;
- (f) Youngman Group Limited;
- (g) Werner UK Operations Limited;
- (h) Werner Access Products UK Holdings Limited; and
- (i) Haemmerlin Limited.

"UK Debenture" means the English law debenture dated 24 July 2017 and entered into between the UK Chargors and the Collateral Agent.

"UK Shares Charge" means the English law shares charge dated 24 July 2017 and entered into between the Share Chargors and the Collateral Agent.

"UK Supplemental Charge" means the English law supplemental charge dated 22 December 2017 and entered into between the Supplemental Chargors and the Collateral Agent

1.2 Terms defined in the Amended Credit Agreement

Terms defined in the Amended Credit Agreement but not in this Deed shall have the same meaning in this Deed as in the Amended Credit Agreement.

In addition:

- (a) with respect to Clause 2.3(b) (*UK Debenture*), terms defined in in the UK Debenture, but not this Deed, shall have the same meaning in this Deed as in the UK Debenture;
- (b) with respect to Clause 2.3(c) (*UK Account Charge*), terms defined in in the UK Account Charge, but not this Deed, shall have the same meaning in this Deed as in the UK Account Charge;
- (c) with respect to Clause 2.3(d) (*UK Shares Charge*), terms defined in in the UK Shares Charge, but not this Deed, shall have the same meaning in this Deed as in the UK Shares Charge; and
- (d) with respect to Clause 2.3(e) (*UK Supplemental Charge*), terms defined in in the UK Supplemental Charge, but not this Deed, shall have the same meaning in this Deed as in the UK Supplemental Charge;

1.3 Construction

Clauses 1.2 (*Construction*) and 1.3 (*Other References*) of the UK Debenture shall apply as if set out in full again here, with such changes as are appropriate to fit this context.

2. CONFIRMATIONS

2.1 Guarantee confirmations

Each of the Charging Companies:

- (a) consents to the amendment and restatement of the Credit Agreement effected by an amendment and restatement of the Credit Agreement on or about the date of this Deed;
- (b) confirms for the benefit of the Secured Parties that:
 - (i) its obligations as a Guarantor under and as defined in the Guaranty are not discharged or (except as set out in Clause 2.1(b)(ii)) otherwise affected by those amendments or the other provisions of this Deed and shall accordingly continue in full force and effect; and
 - (ii) the Guaranteed Obligations (as such term is defined in the Guaranty) shall, after the date of this Deed, extend to the obligations of each of the Loan Parties under the Amended Credit Agreement and under any other Loan Documents.

2.2 Security Interest confirmations

Each of the Charging Companies:

- (a) consents to the amendment and restatement of the Credit Agreement effected by an amendment and restatement of the Credit Agreement on or about the date of this Deed; and
- (b) confirms to the Collateral Agent for the benefit of the Secured Parties that:
 - (i) its obligations under, and the Security Interests granted by it in and pursuant to, the UK Debenture, UK Account Charge, UK Shares Charge and UK Supplemental Charge (in each case to the extent it is a party to such document or documents) are not discharged or (except as set out in Clause 2.2(b)(ii)) otherwise affected by those amendments or the other provisions of this Deed and shall accordingly remain in full force and effect; and
 - (ii) the Obligations, including for the purposes of the UK Debenture, UK Account Charge, UK Shares Charge and UK Supplemental Charge, shall, after the date of this Deed, extend to the obligations of each of the Loan Parties under the Amended Credit Agreement and under any other Loan Documents.

2.3 New Security Interests

(a) General

Each of the charges and assignments created under this Deed (i) is created in favour of the Collateral Agent for itself and on behalf of each of the other Secured Parties, (ii) secures the payment and discharge of the Obligations to the Secured Parties, (iii) is granted with full title guarantee under the Law of Property (Miscellaneous Provisions) Act 1994 and (iv) is subject to the terms of the ABL Intercreditor Agreement.

(b) UK Debenture

(i) Fixed Charges

Each UK Chargor, as security for the payment of the Obligations to the Secured Parties, charges in favour of the Collateral Agent the following assets, both present and future, from time to time owned by it or in which it has an interest:

(A) by way of legal mortgage, all the Material Real Property; and

(B) by way of fixed charge:

- (i) all other interests (not charged under clause 2.3(b)(i)) in any Premises, all proceeds of sale derived therefrom and the benefit of all warranties and covenants given in respect

thereof and all licences to enter upon or use land and the benefit of all other agreements relating to land;

- (ii) all the Investments and all corresponding Distribution Rights;
- (iii) all plant, machinery, vehicles, computers, office and other equipment and the benefit of all contracts, licences and warranties relating thereto;
- (iv) all Receivables (but only if and to the extent the Receivable in question has not been effectively assigned pursuant to clause 3.3 (*Security Assignments*) of the UK Debenture or clause 2.3(b)(iii) below);
- (v) all Other Debts;
- (vi) all monies standing to the credit of the Collections Accounts and all rights related to those accounts;
- (vii) all monies standing to the credit of the Concentration Accounts and all rights related to those accounts;
- (viii) all monies standing to the credit of the Cash Collateral Accounts and all rights related to those accounts;
- (ix) all monies standing to the credit of any of its accounts (other than Collection Accounts, Concentration Accounts and Cash Collateral Accounts) with any bank, financial institution or other person and all rights related to those accounts;
- (x) all its Intellectual Property;
- (xi) the benefit of all consents and agreements held by it in connection with the use of any of its assets;
- (xii) its goodwill and uncalled capital; and
- (xiii) if not effectively assigned by clause 3.3 (*Security Assignment*) of the UK Debenture or clause 2.3(b)(iii) below), all its rights and interests in (and claims under) the Assigned Agreements.

(ii) **Floating charge**

As further security for the payment of the Obligations to the Secured Parties, each UK Chargor charges in favour of the Collateral Agent by way of floating charge all its present and future assets not effectively charged by way of fixed charge under clause 2.3(b)(i) (*Fixed Charges*) or assigned under clause 2.3(b)(iii) (*Security Assignment*).

(iii) **Security Assignment**

(A) As further security for the payment of the Obligations to the Secured Parties, each UK Chargor assigns absolutely to the Collateral Agent all its rights, title and interest in:

(i) the Receivables; and

(ii) the Assigned Agreements,

provided that on payment or discharge in full of the Obligations the Collateral Agent will at the request and cost of the relevant UK Chargor re-assign the relevant rights, title and interest in the Assigned Agreements to that UK Chargor (or as it shall direct).

(B) Until the occurrence of a Declared Default, but subject to clause 7.10 (*Assigned Agreements*) of the UK Debenture, the relevant UK Chargor may continue to deal with the counterparties to the relevant Assigned Agreements.

(C) For the avoidance of doubt, each UK Chargor will remain at all times liable in respect of all of its obligations under each of the Assigned Documents to the same extent as if this Deed had not been created and neither the Collateral Agent, the Secured Parties nor any Receiver will be under any obligation or liability to any UK Chargor or to any other person under or in respect of any Assigned Document.

(c) **UK Account Charge**

Each Account Chargor, 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 its bank accounts held with any bank, financial institution or other person located in England and Wales (including the those bank accounts specified in schedule 2 of the UK Account Charge) and all rights related to those bank accounts.

(d) **UK Shares Charge**

Each Share Chargor, as security for the payment of the Obligations to the Secured Parties, charges in favour of the Collateral Agent by way of fixed charge and with full title guarantee all of the Subsidiary Shares and all corresponding Distribution Rights.

(e) **UK Supplemental Security**

Each Supplemental Chargor, 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 (save any Specified Bank Accounts and related

rights released pursuant to a deed of release entered into between the Collateral Agent and Youngman Group Limited on 28 May 2019).

(f) **Security Supplemental**

This Clause 2.3 is supplemental to the UK Debenture, the UK Account Charge, the UK Shares Charge and UK Supplemental Charge (as applicable), to the intent that in relation to the assets (the "**New Security Assets**") the subject of the security interests granted in:

- (i) Clause 2.3(b) of this Deed, this Clause 2.3 and the UK Debenture;
- (ii) Clause 2.3(c) of this Deed, this Clause 2.3 and the UK Account Charge;
- (iii) Clause 2.3(d) of this Deed, this Clause 2.3 and the UK Shares Charge; and
- (iv) Clause 2.3(e) of this Deed, this Clause 2.3 and the UK Supplemental Charge; and,

shall, in each case, be read and construed as one document.

(g) **Interpretation**

The provisions of:

- (i) Clauses 2 (*Covenant to pay*), 3.4 (*Conversion of Floating Charge*) to 3.7 (*Assets held on trust*) and 4 (*Continuing Security*) to 23 (*Miscellaneous*) of UK Debenture (including, without limitation, Clause 6 (*Negative pledge and disposal restrictions*));
- (ii) Clauses 2 (*Covenant to pay*), 3.2 (*Assets restricting charging*) and 4 (*Continuing Security*) to 23 (*Miscellaneous*) of UK Account Charge (including, without limitation, Clause 6 (*Negative pledge and disposal restrictions*));
- (iii) Clauses 2 (*Covenant to pay*), 3.2 (*Assets restricting charging*) and 4 (*Continuing Security*) to 24 (*Miscellaneous*) of UK Shares Charge (including, without limitation, Clause 6 (*Negative pledge and disposal restrictions*)); and
- (iv) Clauses 2.2 (*Confirmation of security created by the Debenture*), 3 (*Negative pledge and disposal restrictions*) and 4 (*Incorporation of Debenture provisions*) of the UK Supplemental Charge,

shall, in each case, apply as if set out in full here, with such changes as are appropriate to fit this context. In particular, for this purpose references to "this deed" or "this Supplemental Charge" (as applicable) shall be construed as references to this Deed and references to the Collateral shall be construed as references to the New Security Assets;

(h) **Inconsistency**

If there is any conflict or inconsistency between the provisions of this Deed and the UK Debenture, UK Account Charge or UK Shares Charge (as applicable), this Deed shall prevail.

2.4 **Further assurance**

Subject to the Agreed Security Principles, each Charging Company shall at the request of the Collateral Agent and at its own expense promptly execute (in such form as the Collateral Agent may reasonably require) any document, and do any act or thing which the Collateral Agent considers necessary or appropriate to preserve, perfect, protect or give effect to the confirmations and Security Interests provided for in this Clause 2.

3. **RELATIONSHIP WITH OTHER LOAN DOCUMENTS**

3.1 **Status**

This Deed is designated by the Collateral Agent and the Charging Companies as a Collateral Document and so a Loan Document.

3.2 **Continuing effect**

Except as supplemented by Clause 2.3 (*New Security Interests*), each of the UK Debenture, the UK Account Charge, the UK Shares Charge and the UK Supplemental Charge shall continue in full force and effect.

3.3 **No waiver**

This Deed is not to be construed as waiving any right or remedy of any Secured Party. The Collateral Agent, on behalf of each Secured Party, reserves any other rights and remedies which any Secured Party may have from time to time under any Loan Document.

4. **LAW AND JURISDICTION**

4.1 **Governing law**

This Deed and any non-contractual obligations arising out of or in connection with it are governed by, and shall be construed in accordance with, English law.

4.2 **Jurisdiction**

- (a) The courts of London, England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a "**Dispute**").
- (b) The Parties agree that the courts of London, England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.

EXECUTION:

The parties have shown their acceptance of the terms of this Deed by executing it at the end of the Schedule.

**SCHEDULE 1
THE CHARGING COMPANIES**

Name	Registered Number	Jurisdiction
Werner European Holding Limited	10822965	England and Wales
Werner US Holding Limited	10823135	England and Wales
Werner UK Sales & Distribution Ltd	00939028	England and Wales
Youngman Group Limited	05442058	England and Wales
Werner UK Operations Limited	08883225	England and Wales
Werner Access Products UK Holdings Limited	07195177	England and Wales
Haemmerlin Limited	01943934	England and Wales
Werner Luxembourg Holdings S.à r.l., having its registered office at: 2, rue Edward Steichen L-2540 Luxembourg	R.C.S. Luxembourg: B 152053	Luxembourg
Werner Global Holdings S.à r.l., having its registered office at: 2, rue Edward Steichen L-2540 Luxembourg	R.C.S. Luxembourg: B 152082	Luxembourg
Werner International Holding S.à r.l. (formerly known as Triton IV Luxco No 34 S.à r.l.), having its registered office at: 2, rue Edward Steichen L-2540 Luxembourg	R.C.S. Luxembourg: B 214394	Luxembourg
Werner International POC GmbH	CHE-158.800.142	Switzerland

EXECUTION of Supplemental Security Deed:

Charging Companies

SIGNED as a deed by Gary F. Scott,)
Director, duly authorised for and on behalf)
of **WERNER EUROPEAN HOLDING**)
LIMITED in the presence of:)

Witness's signature:

Witness's name (in capitals): *Courtney Warfel*

Witness's address:

SIGNED as a deed by Gary F. Scott,)
Director, duly authorised for and on behalf)
of **WERNER US HOLDING LIMITED**)
in the presence of:)

Witness's signature:

Witness's name (in capitals): *Courtney Warfel*

Witness's address:

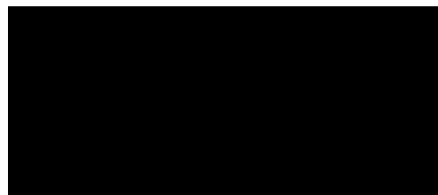
SIGNED as a deed by Gary F. Scott,)
Director, duly authorised for and on behalf)
of **WERNER UK SALES &**)
DISTRIBUTION LTD in the presence of:)

Witness's signature:

Witness's name (in capitals): *Courtney Warfel*

Witness's address:

SIGNED as a deed by Gary F. Scott,)
Director, duly authorised for and on behalf)
of **YOUNGMAN GROUP LIMITED** in)
the presence of:)



Witness's signature:



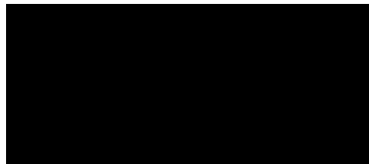
Witness's name

(in capitals): *Courtney Warfel*

Witness's address:



SIGNED as a deed by Gary F. Scott,)
Director, duly authorised for and on behalf)
of **WERNER UK OPERATIONS**)
LIMITED in the presence of:)



Witness's signature:



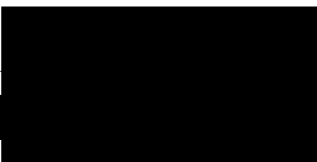
Witness's name

(in capitals): *Courtney Warfel*

Witness's address:



SIGNED as a deed by Gary F. Scott,)
Director, duly authorised for and on behalf)
of **WERNER ACCESS PRODUCTS UK**)
HOLDINGS LIMITED in the presence)
of:)



Witness's signature:



Witness's name

(in capitals): *Courtney Warfel*

Witness's address:



SIGNED as a deed by Jason Richardson,
Director, duly authorised for and on behalf
of **HAEMMERLIN LIMITED** in the
presence of:

)
)
)
)

Witness's signature:

[Redacted signature]

Witness's name
(in capitals):

TIM SCOTT ROGERS

Witness's address:

[Redacted address]

SIGNED as a deed by Gary F. Scott,
Director, duly authorised for and on behalf
of **WERNER LUXEMBOURG**
HOLDINGS S.à r.l. in the presence of:

)
)
)
)

Witness's signature:

Witness's name
(in capitals):

Witness's address:

SIGNED as a deed by Gary F. Scott,
Director, duly authorised for and on behalf
of **WERNER GLOBAL HOLDINGS**
S.à r.l. in the presence of:

)
)
)
)

Witness's signature:

Witness's name
(in capitals):

Witness's address:

SIGNED as a deed by Jason Richardson,)
Director, duly authorised for and on behalf)
of **HAEMMERLIN LIMITED** in the)
presence of:)

Witness's signature: [REDACTED]

Witness's name
(in capitals): *Courtney Warfel*

Witness's address: [REDACTED]

SIGNED as a deed by Gary F. Scott,)
Director, duly authorised for and on behalf)
of **WERNER LUXEMBOURG**)
HOLDINGS S.à r.l. in the presence of:)

Witness's signature: [REDACTED]

Witness's name
(in capitals): *Courtney Warfel*

Witness's address: [REDACTED]

SIGNED as a deed by Gary F. Scott,)
Director, duly authorised for and on behalf)
of **WERNER GLOBAL HOLDINGS**)
S.à r.l. in the presence of:)

Witness's signature: [REDACTED]

Witness's name
(in capitals): *Courtney Warfel*

Witness's address: [REDACTED]

SIGNED as a deed by Gary F. Scott,)
Director, duly authorised for and on behalf)
of **WERNER INTERNATIONAL**)
HOLDING S.à r.l. in the presence of:)

Witness's signature:

Witness's name
(in capitals):

Courtney Wastel

Witness's address:

SIGNED as a deed by William DeVane)
Tidwell, Director, duly authorised for and)
on behalf of **WERNER**)
INTERNATIONAL POC GmbH in the)
presence of:)

Witness's signature:

Witness's name
(in capitals):

Witness's address:

SIGNED as a deed by Gary F. Scott,)
Director, duly authorised for and on behalf)
of **WERNER INTERNATIONAL**)
HOLDING S.à r.l. in the presence of:)

Witness's signature:

Witness's name
(in capitals):

Witness's address:

SIGNED as a deed by William DeVane
Tidwell, Director, duly authorised for and
on behalf of **WERNER**
INTERNATIONAL POC GmbH in the
presence of:

Witness's signature:

Witness's name
(in capitals):

SHANNON SPEICE

Witness's address:

Collateral Agent

SIGNED by Devin Roccisano, duly)
authorised for and on behalf of)
JPMORGAN CHASE BANK, N.A.:)

