



Registration of a Charge

Company name: **PARKER BUILDING SUPPLIES LIMITED**

Company number: **02045211**



X8H2TMK3

Received for Electronic Filing: **29/10/2019**

Details of Charge

Date of creation: **10/10/2019**

Charge code: **0204 5211 0024**

Persons entitled: **THE PRUDENTIAL INSURANCE COMPANY OF AMERICA**

Brief description: **BY WAY OF LEGAL MORTGAGE: UNIT A1 DIPLOCKS WAY, HAILSHAM, BN27 3JF (ESX357368) UNIT 5, CRADLE HILL, INDUSTRIAL ESTATE, SEAFORD, BN25 3 JE (ESX27492) 6 BEECHING ROAD, BEXHILL-ON-SEA, TN39 3LQ (SX110436)**

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

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: **AKIN GUMP, LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2045211

Charge code: 0204 5211 0024

The Registrar of Companies for England and Wales hereby certifies that a charge dated 10th October 2019 and created by PARKER BUILDING SUPPLIES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 29th October 2019 .

Given at Companies House, Cardiff on 30th October 2019

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

EXECUTION VERSION

**SUPPLEMENTAL DEBENTURE
(SENIOR DEBENTURE)**

- (1) PARKER BUILDING SUPPLIES LIMITED**
- (2) INDEPENDENT BUILDERS MERCHANTS HOLDINGS LIMITED**
- (3) SUSSEX TURNERY & MOULDING COMPANY LIMITED**
- (4) FAIRALLS GROUP LIMITED**
- (5) FAIRALLS (BUILDERS MERCHANTS) LIMITED**
- (as Chargors)**
- (6) THE PRUDENTIAL INSURANCE COMPANY OF AMERICA**
- (as Security Agent)**

DATED 19 October 2019

We hereby certify this to be a true copy of the original

Signed: C. Parag

Date: 29 October 2019

**Akin Gump LLP
Ten Bishops Square
London
E1 6EG**

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THIS DEED is made on 10 October 2019

BETWEEN:

- (1) **PARKER BUILDING SUPPLIES LIMITED**, a company registered in England and Wales with company number 02045211 whose registered office is at Units J1 - J4, Chaucer Industrial Estate, Dittons Road, Polegate, England, BN26 6JF (the "**Company**");
- (2) **INDEPENDENT BUILDERS MERCHANTS HOLDINGS LIMITED**, a company registered in England and Wales with company number 11212351 whose registered office is at Unit J1, Franklin House, Chaucer Business Park, Dittons Road, Polegate, England, BN26 6JF (the "**Parent**");
- (3) **SUSSEX TURNERY & MOULDING COMPANY LIMITED**, a company registered in England and Wales with company number 01223584 whose registered office is at Unit J1, Franklin House, Chaucer Business Park, Dittons Road, Polegate, England, BN26 6JF ("**Stamco**");
- (4) **FAIRALLS GROUP LIMITED**, a company registered in England and Wales with company number 10819797 whose registered office is at Units J1 - J4, Chaucer Industrial Estate, Dittons Road, Polegate, England, BN26 6JF ("**FGL**");
- (5) **FAIRALLS (BUILDERS MERCHANTS) LIMITED**, a company registered in England and Wales with company number 02442664 whose registered office is at Units J1 - J4, Chaucer Industrial Estate, Dittons Road, Polegate, England, BN26 6JF ("**FBML**" and, together with the Company, the Parent, Stamco and FGL, the ("**Chargors**");
- (6) Each person that becomes a Party to this Deed by executing a Deed of Accession (as defined in the Original Debenture); and
- (7) **THE PRUDENTIAL INSURANCE COMPANY OF AMERICA** as security agent and trustee for the Senior Secured Parties (as defined below) (the "**Security Agent**").

RECITALS

- (A) The Company and the Parent entered into a debenture dated 27 June 2019 (the "**Original Debenture**"). Stamco acceded to the Original Debenture by way of a Deed of Accession dated 27 June 2019 and FGL and FBML each acceded to the Original Debenture by way of Deeds of Accession dated 16 July 2019. Pursuant to the Original Debenture, the Chargors created Security over certain of their assets as security for the payment and discharge of the Senior Liabilities.
- (B) The senior note purchase agreement dated 27 June 2019 between, among others, the Company, the Parent and the Purchasers (as defined therein) (the "**Original Senior Note Agreement**") (as acceded to by Stamco by way of an Accession Letter dated 27 June 2019 and as acceded to by FGL and FBML by way of Accession Letters dated 16 July 2019) is to be amended and restated in accordance with an amendment and restatement agreement dated on or around the date of this Deed (the "**Amendment and Restatement Agreement**").

- (C) The Chargors and the Security Agent consider that, and by entering into this Deed confirm that, the Security created under the Original Debenture secures the Senior Liabilities arising pursuant to the Original Senior Note Agreement as amended and restated pursuant to the Amendment and Restatement Agreement (as so amended and restated the “**Amended Senior Note Purchase Agreement**”).
- (D) This Deed is confirmatory and supplemental to the Original Debenture and, to the extent that there is any doubt as to whether the Security created by the Original Debenture secures all of the Senior Liabilities, the Chargor enters into this Deed to grant new security as set out in Clause 3 (*Security*) of this Deed.

THIS DEED WITNESSES as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed, unless the context otherwise requires, words and expressions defined in the Original Debenture (whether expressly or by reference to another document and as such document is amended and/or restated from time to time) shall have the same meaning when used in this Deed and, in addition, in this Deed:

“**Senior Liabilities**” has the meaning given in the Intercreditor Agreement (as varied, amended or supplemented from time to time).

“**Senior Secured Parties**” has the meaning given in the Intercreditor Agreement (as varied, amended or supplemented from time to time).

“**this Deed**” means this supplemental debenture as varied, amended or supplemented from time to time.

1.2 Construction

(a) Without prejudice to the operation of any applicable term of the Debenture, the principles of construction set out in clause 1.2 (*Interpretation*) of the Original Debenture shall apply to this Deed, insofar as they are relevant to it, as they apply to the Original Debenture.

(b) Unless a contrary intention appears, any reference in this Deed to:

- (i) this “**Deed**” is a reference to this Deed as amended, varied, novated, supplemented and replaced from time to time; and
- (ii) the “**Chargor**” and the “**Security Agent**” includes any one or more of its assigns, transferees and successors in title (in the case of the Chargor, to the extent such assignment, transfer or succession is expressly permitted by the Security Agent).

1.3 Third party rights

A person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Deed.

1.4 Supplemental Debenture

Each of the parties agrees that each Supplemental Debenture shall be supplemental to this Deed and be binding on and enure to the benefit of all the parties to this Deed.

1.5 Deeds of Accession

Each of the parties agrees that each Deed of Accession shall be supplemental to this Deed and be binding on and enure to the benefit of all the parties to this Deed.

1.6 Disposition of Real Property

The terms of the Finance Documents and of any side letters between any parties in relation to any Finance Document are incorporated in this Deed to the extent required to ensure that any purported disposition of an interest in Real Property contained in this Deed is a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

1.7 Conflict with Senior Note Purchase Agreement

If there is any conflict between the provisions of this Deed and the provisions of the Amended Senior Note Purchase Agreement and/or the Intercreditor Agreement, the provisions of the Amended Senior Note Purchase Agreement and/or the Intercreditor Agreement (as the case may be) shall prevail.

2. COVENANT TO PAY AND CONFIRMATION OF SECURITY

2.1 Covenant to pay

Each Chargor shall, on demand, pay or discharge the Senior Liabilities when they become due for payment in the manner provided for in the Finance Documents.

2.2 Interest

If any Chargor fails to pay any sum on the due date for payment of that sum, that Chargor shall pay interest to the Security Agent on any such sum (before and after any judgment and to the extent interest at a default rate is not otherwise being paid on such sum) from the date of demand until the date of payment calculated on a daily basis at the Default Rate.

2.3 Confirmation of Security

Notwithstanding any amendment made to the Finance Documents and any new Security created pursuant to this Deed, each Chargor hereby expressly:

- (a) acknowledges and agrees to the amendments to the Finance Documents effected pursuant to the terms of the Amendment and Restatement Agreement;
- (b) confirms and acknowledges that notwithstanding the effectiveness of the Amendment and Restatement Agreement and the transactions contemplated thereby the guarantees, covenants, indemnities, undertakings and Security

created by the Chargor, and the other obligations of the Chargor, under the Original Debenture:

- (i) extend and were always intended to extend to the future obligations of the Chargor including, without limitation, those obligations of the Chargor under the Finance Documents (as amended by the Amendment and Restatement Agreement); and
 - (ii) continue and shall continue in full force and effect as a continuing security for the obligations of the Chargor under the Finance Documents (as amended by the Amendment and Restatement Agreement) and the other Senior Liabilities;
- (c) confirms and acknowledges that the obligations of the Chargor arising under or in connection with the Finance Documents (as amended by the Amendment and Restatement Agreement) are included in the obligations and liabilities that are guaranteed or otherwise secured by the Chargor under the Original Debenture notwithstanding the imposition of any amended, new or more onerous obligations under the Finance Documents (as amended by the Amendment and Restatement Agreement);
- (d) agrees and acknowledges that the Amendment and Restatement Agreement is a “Finance Document” (under and as defined in the Amended Senior Note Purchase Agreement);
- (e) agrees and acknowledges that this Deed is a “Finance Document” (under and as defined in the Amended Senior Note Purchase Agreement); and
- (f) agrees and acknowledges that all obligations and liabilities of the Chargor in respect of the Finance Documents (as amended pursuant to the Amendment and Restatement Agreement) are “Senior Liabilities” (under and as defined in the Original Debenture).

3. SECURITY

3.1 Creation of Security

All Security created under this Deed is:

- (a) made in favour of the Security Agent (for the benefit of itself and the other Secured Parties);
- (b) made by each Chargor with full title guarantee subject only to the Original Debenture;
- (c) Security for the payment and discharge of all Senior Liabilities; and
- (d) in addition to and does not affect the Security created pursuant to the Original Debenture.

All Charged Property is excluded from the Security created pursuant to Clause 3.2(d) (*Security*) to the extent specifically assigned pursuant to Clause 3.2(e) (*Security*).

3.2 Security

Each Chargor as continuing security for the payment and discharge of the Senior Liabilities charges and agrees to mortgage, charge and/or assign in favour of the Security Agent with full title guarantee (subject to the Original Debenture) all assets which are mortgaged, charged and/or assigned to the Security Agent pursuant to the Original Debenture by way of:

- (a) legal mortgage to the extent so mortgaged under the Original Debenture;
- (b) equitable mortgage to the extent so mortgaged under the Original Debenture;
- (c) fixed charge to the extent so charged under the Original Debenture;
- (d) floating charge to the extent so charged under the Original Debenture; and
- (e) assignment by way of security to the extent so assigned under the Original Debenture,

in each case in the manner and to the extent described in clause 3 (*Fixed Security and Floating Charge*) of the Original Debenture as if those clauses were set out in full in this Deed and subject to Clause 3.4 (*General Provisions relating to Security*).

3.3 Floating Charge

- (a) The floating charge created by each Chargor pursuant to Clause 3.2 (*Security*) is a “qualifying floating charge” for the purposes of paragraph 14.2(a) of Schedule B1 to the Insolvency Act 1986.
- (b) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to this Deed and the Security Agent may appoint an Administrator to the relevant Chargor pursuant to that paragraph.

3.4 General provisions relating to Security

- (a) The Security Agent shall, in relation to the Security created pursuant to this Deed, have the same rights and obligations in relation to the Charged Property as are expressed to be granted to it or assumed by it under the Original Debenture.
- (b) The Security created by each Chargor pursuant to this Deed shall be separate and distinct from and shall not merge with nor exclude or prejudice the Security created by such Chargor over the Charged Property pursuant to any other Finance Document.
- (c) This Clause 3 is without prejudice to Clause 0 (*Covenant to Pay and Confirmation of Security*).
- (d) Where this Deed purports to create first ranking Security, that Security will be second ranking Security taking effect subject only to any equivalent Security created by the Original Debenture until such time as and to the extent that the relevant Security created by the Original Debenture ceases to have effect.

- (e) Where a right or asset has been assigned (subject to a proviso for a reassignment on redemption) under the Original Debenture and the same asset or right is expressed to be assigned again under this Deed, that second assignment will take effect as a fixed charge over the right or asset and will only take effect as an assignment if the relevant Security created by the Original Debenture ceases to have effect at a time when this Deed still has effect. At such time as the Security created by the Original Debenture ceases to have effect, and immediately following a request from the Security Agent, the Chargor shall give notice of assignment to the relevant counterparty in substantially the form required for notice to such counterparty set out in the Original Debenture.
- (f) To the extent that any Charged Asset constitutes “financial collateral” within the definition of the Financial Collateral Arrangements (No. 2) Regulations 2003 (SI 2003 No. 3226), the provisions of clause 14.3 (*Right of appropriation*) of the Original Debenture shall apply to such financial collateral as if set full in this Deed.

4. INCORPORATION OF THE ORIGINAL DEBENTURE

4.1 Subject to paragraph (b) below, clauses 3.3 (*Crystallisation of Floating Charge*) to 30 (*Discretion and Delegation*) inclusive and clause 33 (*Jurisdiction*) of the Original Debenture and all schedules to the Original Debenture (with the exception of schedule 1 (*Shares*), Schedule 2 (*Intellectual Property*), Schedule 3 (*Details of Real Property*) and Schedule 4 (*Specific Contracts*) of the Original Debenture, which shall be replaced by Schedule 1 (*Shares*), Schedule 3 (*Intellectual Property*), 0 (*Real Property*) and Schedule 5 (*Specific Contracts*) hereto respectively) shall apply as between the Chargors and the Security Agent as if repeated and set out in full herein, *mutatis mutandis* and with:

- (a) references to “this Deed” or “this Debenture” being construed as references to this Deed and references to the “Finance Documents” being construed to include a reference to this Deed;
- (b) defined terms used in those provisions which are otherwise defined in this Deed having the meaning given to them in this Deed;
- (c) references to “Shares” being construed to include the Shares the DESdetails of which are set out in Schedule 1 (*Shares*);
- (d) references to “Accounts” being construed to include the Accounts the details of which are set out in Schedule 2 (*Accounts*);
- (e) references to “Intellectual Property” being construed to include the Intellectual Property the details of which are set out in Schedule 3 (*Intellectual Property*);
- (f) references to “Real Property” being construed to include the Real Property the details of which are set out in 0 (*Real Property*);
- (g) references to “Specific Contracts” being construed to include the Specific Contracts the details of which are set out in Schedule 5 (*Specific Contracts*); and

- (h) references to “Insurance Policies” being construed to include the Insurance Policies the details of which are set out in Schedule 6 (*Insurance Policies*).

4.2 Without prejudice to paragraph (a) above, each Chargor makes the representations and warranties expressed to be made by it under the Original Debenture on the date of this Deed.

5. PEOPLE WITH SIGNIFICANT CONTROL

Each Chargor:

- (a) represents that no “warning notice” or “restrictions notice” (in each case as defined in paragraph 1(2) of Schedule 1B of the Companies Act 2006) has been issued to it in respect of all or any part of the shares in any of its Subsidiaries and remains in effect; and
- (b) shall:
 - (i) comply with any notice served on it by any of its Subsidiaries pursuant to Part 21A of the Companies Act 2006 and within the timeframe specified in that notice; and
 - (ii) promptly provide the Security Agent with a copy of any such notice.

6. CONTEMPORANEOUS ACCESSION TO ORIGINAL DEBENTURE

The Chargors shall procure that any Guarantor which becomes a Chargor under and as defined in the Original Debenture shall (unless otherwise directed in writing by the Security Agent) become a Chargor under this Deed.

7. 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.

8. CHANGE OF PARTIES

- (a) The Senior Secured Parties shall have a full and unfettered right to assign or otherwise transfer the whole or any part of the benefit of this Deed to any person to whom all or any part of its rights, benefits and obligations under the Finance Documents are assigned or transferred in accordance with the provisions of the relevant Finance Documents.
- (b) No Chargor may assign any of its rights or transfer any of its rights or obligations under this Deed.

9. DESIGNATION

This Deed is a Finance Document.

10. 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.

IN WITNESS WHEREOF each Chargor has executed this Deed as a deed and the Security Agent has executed this Deed under hand with the intention that it be delivered the day and year first before written.

**Schedule 1
Shares**

Name of Chargor	Description of Shares
Independent Builders Merchants Holdings Limited	100,000 ordinary shares of £1.00 each in Parker Building Supplies Limited
Parker Building Supplies Limited	<p>94,500 A ordinary shares of £1.00 each in Sussex Turnery & Moulding Company Limited</p> <p>94,500 B ordinary shares of £1.00 each in Sussex Turnery & Moulding Company Limited</p> <p>1,311 C ordinary shares of £1.00 each in Sussex Turnery & Moulding Company Limited</p> <p>1,311 D ordinary shares of £1.00 each in Sussex Turnery & Moulding Company Limited</p> <p>500 E ordinary shares of £1.00 each in Sussex Turnery & Moulding Company Limited</p> <p>500 F ordinary shares of £1.00 each in Sussex Turnery & Moulding Company Limited</p>
	14,359 ordinary shares of £1.00 each in Fairalls Group Limited
Fairalls Group Limited	1,000 ordinary shares of £1.00 each in Fairalls (Builders Merchants) Limited

Schedule 2
Accounts

1. The current account held by the Company with [REDACTED] with Sort Code [REDACTED] and Account No: [REDACTED]
2. The no. 2 account held by the Company with [REDACTED] with Sort Code [REDACTED] and Account No: [REDACTED]
3. The ID facility trust account held by the Company with [REDACTED] with Sort Code [REDACTED] and Account No: [REDACTED]
4. The current account held by Stamco with [REDACTED] with Sort Code [REDACTED] and Account No: [REDACTED]
5. The current account held by FBML with [REDACTED] with Sort Code: [REDACTED] and Account No: [REDACTED]

Schedule 3
Intellectual Property

Territory	Number	Mark	Registered Proprietor	Renewal Date	Class	Status
UK	UK00002575608	FAIRALLS	Fairalls (Builders Merchants) Ltd	18 March 2021	35	Registered

**Schedule 4
Real Property**

Part A - Details of Real Property

Title Number(s)	Description	Charging Company
ESX357368	Unit A1, Diplocks Way, Hailsham (BN27 3JF).	Company
ESX27492	Unit 5, Cradle Hill, Industrial Estate, Seaford (BN25 3JE).	Company
SX110436	6 Beeching Road, Bexhill-On-Sea (TN39 3LQ).	Company
ESX281338	Unit 8 Courtland Road, Eastbourne BN22 8TR	Stamco
WSX256077	Unit 1, Southdown View Way, Worthing, West Sussex BN14 8NL	Stamco

Part B – Details of Excluded Property

Title Number(s)	Description	Charging Company
ESX303607	Former Goods Yard, Crowborough Hill, Crowborough.	Company
K918464	Land on the east side of Priory Road, Tonbridge.	Company
WSX368402	Parker Building Supplies, Station Goods Yard, Hassocks (BN6 8JA).	Company
WSX245179	Land and buildings on the east side of Vowles Lane, Kingscote.	Company
ESX366632	Hammins, Diplocks Way, Hailsham, East Sussex, BN27 3JF.	Company
K972120	Ground Floor Shop Premises, Bridge House, 97-101 High Street, Tonbridge (TN9 1DR).	Company
ESX365173 and ESX365176	Land at North Quay Road, Newhaven (ESX365173).	Company

Title Number(s)	Description	Charging Company
	Funnells Yard, North Quay Road, Newhaven (BN9 0AB) (ESX365176).	
ESX391524	Land on the north west side of Moy Avenue, Eastbourne.	Company
WSX400396	Parkers Building Supplies, Bridge Road, Haywards Heath.	Company
TT82454	38 London Road, Faversham.	Company
ESX393778	Land and buildings on the east side of Rock Lane, Guestling.	Company
TT82368	Parker Building Supplies, Canning Street, Maidstone (ME14 2RY).	Company
ESX391526	Parker Building Supplies Ltd, Bell Lane, Bellbrook Business Park, Uckfield (TN22 1QL).	Company
Not registered	East Preston Depot, Station Road, East Preston, West Sussex BN16 3AA.	Company
ESX379613	J1/J2 Chaucer Business Park, Dittons Road, Polegate (BN26 6QH)	Company
To be registered	J1/J2 Chaucer Business Park, Dittons Road, Polegate (BN26 6QH)	Company
ESX379494	Unit J3 Chaucer Business Park, Dittons Road, Polegate (BN26 6QH).	Company
ESX379498	Unit J4, Chaucer Industrial Estate, Dittons Road, Polegate (BN26 6JF).	Company
ESX382517	Unit H2 Chaucer Business Park, Dittons Road, Polegate (BN26 6QH).	Company
ESX392571	Unit H3 Chaucer Business Park, Dittons Road, Polegate, East Sussex.	Company
ESX393822	Churchfields Mill, Highfield Drive, St Leonards on Sea, East Sussex TN38 9TG	Stamco

Title Number(s)	Description	Charging Company
New lease to be registered	Churchfields Mill, Highfield Drive, St Leonards on Sea, East Sussex TN38 9TG	Stamco
New lease to be registered	Land on the south east side of Highfield Drive, St Leonards on Sea, East Sussex	Stamco
ESX389906	11-14 St Joseph's Close, Hove BN3 7ES	Stamco
Currently being registered at Land Registry	Units A, B AND C Weslake Industrial Park, Rye Harbour	Stamco

Schedule 5
Specific Contracts

1. Stamco Acquisition Agreement
2. The share purchase agreement dated 13 March 2018 between, among others, Merchant and Thomas Parker and others, in relation to the Company
3. The Fairalls Acquisition Documents
4. The Chandlers Acquisition Documents

**Schedule 6
Insurance Policies**

Cover / Class	Insurer	Policy No.	Charging Company
Commercial Combined	[REDACTED]	[REDACTED]	Stamco
Goods In Transit	[REDACTED]	[REDACTED]	Stamco
Excess Liability	[REDACTED]	[REDACTED]	Stamco
Motor Fleet	[REDACTED]	[REDACTED]	Stamco
Motoring Legal Solutions	[REDACTED]	[REDACTED]	Stamco
Group Personal Accident & Travel	[REDACTED]	[REDACTED]	Stamco
Engineering Inspection	[REDACTED]	[REDACTED]	Stamco
Directors & Officers Liability (Management Liability)	[REDACTED]	[REDACTED]	Stamco
Commercial Combined	[REDACTED]	[REDACTED]	FGL
Commercial Combined	[REDACTED]	[REDACTED]	FBML
Motor Fleet	[REDACTED]	[REDACTED]	FBML
Directors and Officers	[REDACTED]	[REDACTED]	FBML
Business Health Select	[REDACTED]	[REDACTED]	FBML

SIGNATURE PAGE TO THE SUPPLEMENTAL DEBENTURE

The Chargors

EXECUTED and DELIVERED as a)
Deed by PARKER BUILDING)
SUPPLIES LIMITED acting by:)

Name: Alex Bayliss
Title: Director

in the presence of

Signature of witness:

SAM EVANS

Name of witness:

Address:

Occupation:

Gowling WLG (UK) LLP
4 More London Riverside
London SE1 2AU

Solicitor

EXECUTED and DELIVERED as a)
Deed by INDEPENDENT BUILDERS)
MERCHANTS HOLDINGS LIMITED)
acting by:)

Name: Alex Bayliss
Title: Director

in the presence of

Signature of witness:

SAM EVANS

Name of witness:

Address:

Occupation:

Gowling WLG (UK) LLP
4 More London Riverside
London SE1 2AU

Solicitor

EXECUTED and DELIVERED as a)
Deed by **SUSSEX TURNERY AND**)
MOULDING COMPANY LIMITED)
acting by:)

Name: Alex Bayliss
Title: Director

in the presence of

Signature of witness:

SAM EVANS

Name of witness:

Gowling WLG (UK) LLP
4 More London Riverside
London SE1 2AU

Address:

Occupation:

Solicitor

EXECUTED and DELIVERED as a)
Deed by **FAIRALLS GROUP LIMITED**)
acting by:)

Name: Alex Bayliss
Title: Director

in the presence of

Signature of witness:

SAM EVANS

Name of witness:

Gowling WLG (UK) LLP
4 More London Riverside
London SE1 2AU

Address:

Occupation:

Solicitor

EXECUTED and **DELIVERED** as a
Deed by **FAIRALLS (BUILDERS
MERCHANTS) LIMITED** acting by:

Name: Alex Bayliss
Title: Director

in the presence of

Signature of witness:

SAM EVANS

Name of witness:


Gowling WLG (UK) LLP
4 More London Riverside
London SE1 2AU

Occupation:

Solutor

The Security Agent
Executed as a Deed by THE PRUDENTIAL INSURANCE
COMPANY OF AMERICA

By Joshua Shipley, a Vice President

)
)
) By:  TW
) Vice President
)
)
)
)

In the presence of: 
(Signature of witness)

Name: Christine Fidone
Address: Suite 5600, 180 N. Stetson Ave., Chicago, IL 60601
Occupation: Executive Assistant