



Registration of a Charge

Company name: **CALEDONIAN DECKING & FENCING LIMITED**

Company number: **09042957**



X88E892Z

Received for Electronic Filing: **25/06/2019**

Details of Charge

Date of creation: **24/06/2019**

Charge code: **0904 2957 0003**

Persons entitled: **PRAESIDIAN CAPITAL LUXCO 2 S.A.R.L.**

Brief description: **ALL LAND AND INTELLECTUAL PROPERTY NOW OR IN THE FUTURE OWNED OR ACQUIRED BY THE CHARGOR.**

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 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by:

MATTHEW BOWEN



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9042957

Charge code: 0904 2957 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 24th June 2019 and created by CALEDONIAN DECKING & FENCING LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 25th June 2019 .

Given at Companies House, Cardiff on 26th June 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

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

Rosenblatt

Rosenblatt Solicitors
9-13 St Andrews Street
London EC4A 3AF

Dated *24 June* 2019

(1) VESSO BIDCO LIMITED AND OTHERS

and

(2) PRAESIDIAN CAPITAL LUXCO 2 S.À.R.L.

SUPPLEMENTAL DEBENTURE

rosenblatt

9-13 St Andrew Street
London EC4A 3AF
Tel: 020 7955 0880
Fax: 020 7955 0888
Ref: DS/PRA/5/26

SUPPLEMENTAL DEBENTURE

This Supplemental Debenture dated **24 June** 2019 is made between:

- (1) **THE COMPANIES** listed in the Schedule to this Supplemental Debenture (the "**Chargors**"); and
- (2) **PRAESIDIAN CAPITAL LUXCO 2 S.À.R.L.**, a private limited liability company incorporated under the laws of the Grand Duchy of Luxembourg (société à responsabilité limitée), and registered with the Luxembourg Trade and Companies Register under number B 189.482, 6, Rue Adolphe L-1116 Luxembourg (the "**Chargee**").

In this Supplemental Debenture, the Chargors and the Chargee are collectively referred to as the "**Parties**".

NOW, THEREFORE, the Parties hereby agree as follows:

1. BACKGROUND

- 1.1 Pursuant to a debenture between, amongst others, (1) Carentan Holdings Limited (formerly named Hamsard 3395 Limited) ("**Carentan**") and (2) the Chargee dated 23 June 2016 (as subsequently acceded to by the other Chargors (the "**Debenture**"), the Chargors created security over all of their assets and rights as security for their present and future obligations and liabilities to the Chargee under a facility agreement originally dated 23 June 2016 and made between, amongst others, (1) Carentan (as parent) and (2) the Chargee (as lender) (as subsequently amended and acceded to by the other Chargors from time to time (the "**Facility Agreement**").
- 1.2 The Chargors and the Chargee have agreed to novate the obligations of the Parent under the Facility Agreement pursuant to the terms of a novation deed entered, or to be entered into, on or about the date of this Supplemental Debenture between (1) Carentan (as parent), (2) Vesso (as borrower, (3) the Chargors (as guarantors) and (4) the Chargee (as lender) (the "**Novation Deed**").
- 1.3 This Supplemental Debenture is supplemental to the Debenture.

IT IS AGREED AS FOLLOWS:

2. DEFINITIONS AND INTERPRETATION

- 2.1. In this Supplemental Debenture,

"**Secured Liabilities**" means all monies, obligations and liabilities covenanted to be paid or discharged pursuant to clause 2 of the Debenture (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Chargor to the Chargee under or pursuant to the Finance Documents, including those obligations and liabilities as they are novated by the Novation Deed.

"Security Period" means the period from the date of this Supplemental Debenture until the date on which all of the Secured Liabilities have been irrevocably and unconditionally paid and discharged in full.

- 2.2. Capitalised terms used in this Supplemental Debenture have, unless expressly defined in this Supplemental Debenture, the meanings given to those terms in the Debenture.
- 2.3. The provisions of clause 1.2 (Incorporation of terms) and clause 1.3 (Interpretation) of the Debenture apply to this Supplemental Debenture as though they were set out in full in this Supplemental Debenture except that references to the Debenture are to be construed as references to this Supplemental Debenture.
- 2.4. A Finance Document or other document or security includes (without prejudice to any prohibition on amendments) any amendment to that Finance Document or other document or security, including any change in the purpose of, any extension of or any increase in the amount of a facility or any additional facility.
- 2.5. A reference to any asset, unless the context otherwise requires, includes any present and future assets.
- 2.6. Any covenant of the Chargors under this Supplemental Debenture remains in force during the Security Period.
- 2.7. If the Chargee considers that an amount paid to it under or in connection with the Facility Agreement is capable of being lawfully avoided or otherwise set aside on the liquidation or administration of the relevant Chargor or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Supplemental Debenture.

3. GENERAL

- 3.1. All the Security created under this Supplemental Debenture:
 - (a) is created in favour of the Chargee;
 - (b) is created over present and future assets of the Chargors;
 - (c) is security for the payment and satisfaction of all the Secured Liabilities; and
 - (d) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
- 3.2. All the Security created under this Supplemental Debenture:
 - (a) is created in case the Security created by the Debenture does not secure all or any of the Secured Liabilities; and
 - (b) is created in addition to and does not affect the Security created by the Debenture.

- 3.3. Where this Supplemental Debenture purports to create a first fixed Security, that Security will be a second ranking Security ranking subject to the equivalent Security created by the Debenture until such time as the Security created by the Debenture ceases to have effect.
- 3.4. Where a right or asset has been assigned (subject to a proviso for re-assignment on redemption) under the Debenture and the same asset or right is expressed to be assigned again under this Supplemental Debenture, 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 interest created by the Debenture ceases to have effect at a time when this Supplemental Debenture still has effect.

4. SECURITY

- 4.1. As a continuing security for payment of the Secured Liabilities, each Chargor with full title guarantee charges to the Chargee all its right, title and interest from time to time in each of the following assets:
- (a) by way of legal mortgage, all Land which is now vested in each Chargor;
 - (b) by way of fixed charge all other Land now vested in each Chargor (to the extent not effectively charged by Clause 4.1(a)) and all Land acquired by any Chargor after the date of this Supplemental Debenture;
 - (c) by way of fixed charge:
 - (i) the Securities;
 - (ii) the Intellectual Property;
 - (iii) the Monetary Claims (except for the Receivables);
 - (iv) the Fixed Plant and Equipment;
 - (v) the Loose Plant and Equipment;
 - (vi) each Account;
 - (vii) the Insurances;
 - (viii) the Related Rights arising under or in connection with the Securities, the Accounts, the Insurances, the Intellectual Property, the Monetary Claims (except for the Receivables), the Fixed Plant and Equipment and the Loose Plant and Equipment; and
 - (ix) its present and future goodwill and uncalled capital.
- 4.2. As continuing security for payment of the Secured Liabilities, each Chargor with full title guarantee charges to the Chargee by way of floating charge, the whole of each Chargor's undertaking and assets, present and future and wherever situated, which are not for any reason effectively charged (whether in law or equity) by way of fixed security by this Supplemental Debenture, including, without limitation, any heritable property of each Chargor situated in Scotland and (for the avoidance of doubt) the Receivables and the Related Rights arising under or in connection with the Receivables.

- 4.3. If or to the extent that for any reason the assignment or charging of any Charged Property is prohibited, each Chargor shall hold it on trust for the Chargee.
- 4.4. Paragraph 14 of Schedule B1 to the Insolvency Act 1986 will apply to any floating charge created by this Debenture.

5. INCORPORATION

Save as otherwise expressly incorporated in this Supplemental Debenture, the provisions of Clause 2 (Covenant to Pay) to Clause 31 (Governing Law) (inclusive) of the Debenture are deemed to be incorporated into this Supplemental Debenture with all necessary modifications as if they were set out in full in this Supplemental Debenture.

6. MISCELLANEOUS

- 6.1. The Debenture will remain in full force and effect.
- 6.2. This Supplemental Debenture is designated as a Finance Document.

7. LAW

This Supplemental Debenture and any dispute or claim arising out of or in connection with its subject matter or formation (including non-contractual disputes or claims) shall be governed by (and will be construed in accordance with) the laws of England and Wales, the Courts of which have exclusive jurisdiction over any dispute that may arise out of this Supplemental Debenture.

SCHEDULE

Chargors

Name	Jurisdiction of Incorporation	Registered Number	Registered Office Address
Vesso Bidco Limited	England and Wales	11967344	Ferrymore Way Park Springs, Grimethorpe, Barnsley, South Yorkshire, England, S72 7BN
Vesso Limited	England and Wales	09820243	Ferrymore Way Park Springs, Grimethorpe, Barnsley, South Yorkshire, England, S72 7BN
Carentan Holdings Limited	England and Wales	10024454	Ferrymore Way Park Springs, Grimethorpe, Barnsley, South Yorkshire, England, S72 7BN
Sash (UK) Holdings Limited	England and Wales	08959338	Ferrymore Way Park Springs, Grimethorpe, Barnsley, South Yorkshire, England, S72 7BN
Sash UK Limited	England and Wales	01548780	Ferrymore Way Park Springs, Grimethorpe, Barnsley, South Yorkshire, England, S72 7BN
Fitrite Fencing & Decking Limited	England and Wales	07313572	Ferrymore Way Park Springs, Grimethorpe, Barnsley, South Yorkshire, England, S72 7BN
PVS Fitrite South West Limited	England and Wales	07986488	Ferrymore Way Park Springs, Grimethorpe, Barnsley, South Yorkshire, England, S72 7BN
Fitrite East Coast Ltd	England and Wales	10901091	1 Parliament Street, Hull, United Kingdom, HU1 2AS
Fitrite South West Limited	England and Wales	11033820	1 Parliament Street, Hull, United Kingdom, HU1 2AS
Caledonian Decking & Fencing Limited	England and Wales	09042957	Bells Close Industrial Estate, Lemington, Newcastle Upon Tyne, England, NE15 6UF
Complete Storage Ltd	England and Wales	11015071	Bells Close Industrial Estate, Lemington, Newcastle Upon Tyne, England, NE15 6UF
Fitrite East Anglia Limited	England and Wales	11866503	Ferrymore Way Park Springs, Grimethorpe, Barnsley, South Yorkshire, England, S72 7BN

EXECUTION:

CHARGORS

SIGNED AND DELIVERED AS A DEED BY)
)
 VESSO LIMITED)
)
 ACTING BY A DIRECTOR)
)
 IN THE PRESENCE OF:)

Jack McKel

WITNESS NAME:

.....STEVEN WARD.....

WITNESS SIGNATURE:

.....*[Signature]*.....

WITNESS ADDRESS:

.....16 MICHAELS ESTATE GRIMETHORPE S12 7D.....

OCCUPATION:

.....DIRECTOR.....

SIGNED AND DELIVERED AS A DEED BY)
)
 CARENTAN HOLDINGS LIMITED)
)
 ACTING BY A DIRECTOR)
)
 IN THE PRESENCE OF:)

Jack McKel

WITNESS NAME:

.....STEVEN WARD.....

WITNESS SIGNATURE:

.....*[Signature]*.....

WITNESS ADDRESS:

.....16 MICHAELS ESTATE GRIMETHORPE S12 7D.....

OCCUPATION:

.....DIRECTOR.....

SIGNED AND DELIVERED AS A DEED BY)

SASH (UK) HOLDINGS LIMITED)

ACTING BY A DIRECTOR)

IN THE PRESENCE OF:)

WITNESS NAME:

WITNESS SIGNATURE:

WITNESS ADDRESS:

OCCUPATION:

Paul Allott
f Allott
23 Smilk Street
572 8LT

SIGNED AND DELIVERED AS A DEED BY)

SASH UK LIMITED)

ACTING BY A DIRECTOR)

IN THE PRESENCE OF:)

WITNESS NAME:

WITNESS SIGNATURE:

WITNESS ADDRESS:

OCCUPATION:

Paul Allott
P Allott
23 Smilk Street
Director

SIGNED AND DELIVERED AS A DEED BY)

FITRITE FENCING & DECKING LIMITED)

ACTING BY:)

A ~~MANAGER~~ DIRECTOR)
IN THE PRESENCE OF:)

WITNESS NAME:

WITNESS SIGNATURE:

WITNESS ADDRESS:

OCCUPATION:

Stewart
Stewart
16 Michaels Estate Firmhouse St202
Director

SIGNED AND DELIVERED AS A DEED BY)
)
PVS FITRITE SOUTH WEST LIMITED)
)
ACTING BY A DIRECTOR)
)
IN THE PRESENCE OF:)



WITNESS NAME:

STEVEN WARD

WITNESS SIGNATURE:



WITNESS ADDRESS:

16 MICHAELS ESTATE, CRIMETHORPE S72 7DL

OCCUPATION:

DIRECTOR

SIGNED AND DELIVERED AS A DEED BY)
)
FITRITE EAST COAST LTD)
)
ACTING BY A DIRECTOR)
)
IN THE PRESENCE OF:)



WITNESS NAME:

STEVEN WARD

WITNESS SIGNATURE:



WITNESS ADDRESS:

16 MICHAELS ESTATE CRIMETHORPE S72 7DL

OCCUPATION:

DIRECTOR

SIGNED AND DELIVERED AS A DEED BY)
)
FITRITE SOUTH WEST LIMITED)
)
ACTING BY:
)
)
A ~~MANAGER~~ DIRECTOR)
IN THE PRESENCE OF:)



WITNESS NAME:

STEVEN WARD

WITNESS SIGNATURE:



WITNESS ADDRESS:

16 MICHAELS ESTATE CRIMETHORPE S72 7DL

OCCUPATION:

DIRECTOR

SIGNED AND DELIVERED AS A DEED BY)
)
CALEDONIAN DECKING & FENCING)
LIMITED)
ACTING BY A DIRECTOR)
)
IN THE PRESENCE OF:)

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WITNESS NAME:

STEVEN WARD

WITNESS SIGNATURE:

[Signature]

WITNESS ADDRESS:

16 MICHAELS ESTATE GRIMETHORPE S72 7DL

OCCUPATION:

DIRECTOR

SIGNED AND DELIVERED AS A DEED BY)
)
COMPLETE STORAGE LTD)
ACTING BY A DIRECTOR)
)
IN THE PRESENCE OF:)

Shyft

WITNESS NAME:

STEVEN WARD

WITNESS SIGNATURE:

[Signature]

WITNESS ADDRESS:

16 MICHAELS ESTATE GRIMETHORPE S72 7DL

OCCUPATION:

DIRECTOR

SIGNED AND DELIVERED AS A DEED BY)
)
FITRIFE EAST ANGLIA LIMITED)
ACTING BY:)
)
A ~~MANAGER~~ DIRECTOR)
IN THE PRESENCE OF:)

Shyft

WITNESS NAME:

STEVEN WARD

WITNESS SIGNATURE:

[Signature]

WITNESS ADDRESS:

16 MICHAELS ESTATE GRIMETHORPE S72 7DL

OCCUPATION:

DIRECTOR

SIGNED AND DELIVERED AS A DEED BY)
)
 VESSO BIDCO LIMITED)
)
 ACTING BY A DIRECTOR)
)
 IN THE PRESENCE OF:)

Jack M. Ke

WITNESS NAME:

Paul Allott

WITNESS SIGNATURE:

Paul Allott

WITNESS ADDRESS:

23, Saville Street, S72 8LF

OCCUPATION:

Director

CHARGE

SIGNED AND DELIVERED AS A DEED BY)
)
 PRAESIDIAN CAPITAL LUXCO 2 S.À.R.L.)
)
 ACTING BY A DIRECTOR)
)
 IN THE PRESENCE OF:)

WITNESS NAME:

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WITNESS SIGNATURE:

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WITNESS ADDRESS:

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OCCUPATION:

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SIGNED AND DELIVERED AS A DEED BY)
)
VESSO BIDCO LIMITED)
)
ACTING BY A DIRECTOR)
)
IN THE PRESENCE OF:)

WITNESS NAME:

WITNESS SIGNATURE:

WITNESS ADDRESS:

OCCUPATION:

CHARGE

SIGNED AND DELIVERED AS A DEED BY)

PRAESIDIAN CAPITAL LUXCO 2 S.À.R.L.)

ACTING BY A DIRECTOR)

IN THE PRESENCE OF:)



Richard Havel & Gregory Sheppard

WITNESS NAME:

WITNESS SIGNATURE:

WITNESS ADDRESS:

OCCUPATION:

Nelle De Schryder
Schryder
6, rue Adolphe L. 1416 Luxembourg
Administrative assistant