



Registration of a Charge

Company name: **FAIRALLS GROUP LIMITED**

Company number: **10819797**



X8A0T1PK

Received for Electronic Filing: **19/07/2019**

Details of Charge

Date of creation: **16/07/2019**

Charge code: **1081 9797 0002**

Persons entitled: **PCP V CAYMAN AIV, L.P.**

Brief description:

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: 10819797

Charge code: 1081 9797 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 16th July 2019 and created by FAIRALLS GROUP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 19th July 2019 .

Given at Companies House, Cardiff on 22nd July 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

(1) FAIRALLS GROUP LIMITED

(2) PARKER BUILDING SUPPLIES LIMITED

(3) SUSSEX TURNERY & MOULDING COMPANY LIMITED

(4) INDEPENDENT BUILDERS MERCHANTS HOLDINGS LIMITED

**(5) PCP V CAYMAN AIV, L.P.
(as Security Agent)**

DEED OF ACCESSION TO THE DEBENTURE

THIS DEED is made on 16 July 2019

BETWEEN:-

- (1) **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, BN26 6JF (the "**New Chargor**");
- (2) **PARKER BUILDING SUPPLIES LIMITED**, a private company limited by shares incorporated and registered in England and Wales with registered number 02045211 (the "**Company**");
- (3) **SUSSEX TURNERY & MOULDING COMPANY LIMITED**, a private company limited by shares incorporated and registered in England and Wales with registered number 01223584 ("**Stamco**");
- (4) **INDEPENDENT BUILDERS MERCHANTS HOLDINGS LIMITED**, a private company limited by shares incorporated and registered in England and Wales with registered number 11212351 ("**Merchant**" and, together with Stamco and the Company, the "**Original Chargors**"); and
- (5) **PCP V CAYMAN AIV, L.P.** as security agent and trustee for the Mezzanine Secured Parties (as defined in the Debenture, as defined below) (the "**Security Agent**").

RECITALS

- (A) The Original Chargors have entered into a debenture dated 27 June 2019 (as supplemented and amended by Deeds of Accession, Supplemental Debentures or otherwise from time to time, the "**Debenture**") with PCP V CAYMAN AIV, L.P. as security agent and trustee for the Mezzanine Secured Parties.
- (B) The New Chargor at the request of the Original Chargors and in consideration of the Mezzanine Secured Parties making or continuing to make facilities available to one or more of the Chargors or any other member of the Group as well as any other good and valuable consideration received by itself, the Chargors or any other member of the Group, and after giving due consideration to the terms and conditions of the Finance Documents (including, without limitation, the Debenture) and satisfying itself that there are reasonable grounds for believing that the entry into this Deed of Accession by it will be of benefit to the New Chargor, has decided in good faith and for the purpose of carrying on its business to enter into this Deed and become a Chargor under the Debenture.

THIS DEED WITNESSES as follows:-

1 DEFINITIONS

Words and expressions defined in the Debenture shall have the same meanings in this Deed unless they are expressly defined in this Deed. This Deed is a Deed of Accession.

2 CONSTRUCTION

- 2.1 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 Debenture shall apply to this Deed, insofar as they are relevant to it, as they apply to the Debenture.

- 2.2 Unless a contrary intention appears, any reference in this Deed to:
- (a) this "**Deed**" is a reference to this Deed as amended, varied, novated, supplemented and replaced from time to time; and
 - (b) the "**New Chargor**" and "**Security Agent**" includes any one or more of its assigns, transferees and successors in title (in the case of the New Chargor to the extent such assignment, transfer or succession is expressly permitted by the Security Agent).
- 2.3 The provisions of clause 1.4 (*Supplemental Debenture*), clause 1.5 (*Deeds of Accession*), clause 14 (*Enforcement of Security*), clause 21.6 (*Partial Invalidity*), clause 21.4 (*Remedies and waivers*), clause 31 (*Counterparts*) and clause 33 (*Jurisdiction*) of the Debenture shall be incorporated into this Deed *mutatis mutandis* as if set out in full in this Deed and references in those clause to "this Debenture" are references to this Deed.

3 ACCESSION

The New Chargor agrees:

- 3.1 to become a party to and to be bound by the terms of the Debenture as a Chargor with immediate effect and so that the Debenture shall be read and construed for all purposes as if the New Chargor had been an original party in the capacity of Chargor (but so that the security created consequent on such accession shall be created on the date of this Deed of Accession); and
- 3.2 to be bound by all the covenants and agreements in the Debenture which are expressed to be binding on a Chargor.

4 SECURITY

The New Chargor mortgages, charges and assigns to the Security Agent, as agent and trustee for the Mezzanine Secured Parties, all its business, undertaking and assets on the terms of clause 3 (*Fixed Security and Floating Charge*) of the Debenture, provided that such legal mortgage, first fixed charge and first floating charge referred to therein shall extend to:

- 4.1 the Real Property of the New Chargor referred to in Schedule 1 (*Details of Real Property*) hereto;
- 4.2 the Shares of the New Chargor referred to in Schedule 2 (*Details of Shares*) hereto;
- 4.3 the Intellectual Property of the New Chargor referred to in Schedule 3 (*Details of Intellectual Property*) hereto;
- 4.4 the Accounts and the Blocked Accounts of the New Chargor referred to in Schedule 4 (*Details of Accounts and Blocked Accounts*) hereto;
- 4.5 the Specific Contracts of the New Chargor referred to in Schedule 5 (*Details of Specific Contracts*) hereto;

- 4.6 the Insurance Policies of the New Chargor referred to in Schedule 6 (*Details of Insurance Policies*) hereto;
- 4.7 the Tangible Moveable Property of the New Chargor;
- 4.8 all the present and future goodwill and rights of the New Chargor in relation to its uncalled capital;
- 4.9 the Investments of the New Chargor;
- 4.10 the Book Debts of the New Chargor; and
- 4.11 to the extent not otherwise charged or assigned in this Deed or the Debenture, the benefit of all licenses, consents, agreements and Authorisations held or used by the New Chargor in connection with its business or any of its assets.

5 SECURITY TO BE INCLUDED IN DEBENTURE

For the purposes of this Deed and the Debenture and with effect from the date of this Deed, the property and assets of the New Chargor charged to the Security Agent pursuant to this Deed shall form part of the Charged Property and references in the Debenture to the security created by or pursuant to the Debenture shall be deemed to include the security created by or pursuant to this Deed.

6 CONTINUATION OF THE DEBENTURE

- 6.1 Subject to the amendments contained in this Deed, the provisions of the Debenture shall remain in full force and effect.
- 6.2 References in the Debenture to "this Debenture", "hereof", "hereunder" and expressions of similar import shall be deemed to be references to the Debenture as amended by this Deed.
- 6.3 This Deed is supplemental to the Debenture. On and from the date of this Deed:
 - (a) this Deed and the Debenture shall be read and construed as one document and in particular the Charged Property shall include the Real Property referred to in the Schedule to this Deed; and
 - (b) the New Chargor acknowledges that references to the Debenture in the Finance Documents are references to the Debenture as amended by this Deed.
- 6.4 The New Chargor confirms:
 - (a) its knowledge and acceptance of this Deed;
 - (b) that the Debenture as supplemented by this Deed will continue to secure all liabilities which are expressed to be secured by it.

7 DESIGNATION

This Deed is a Finance Document.

8 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.

SCHEDULE 1
Part A - Details of Real Property

None at the date of this Deed.

Part B – Details of Excluded Property

None at the date of this Deed.

SCHEDULE 2
Details of Shares

1,000 ordinary shares of £1 each in Fairalls (Builders Merchants) Limited

SCHEDULE 3
Details of Intellectual Property

None at the date of this Deed.

SCHEDULE 4
Details of Accounts and Blocked Accounts

Accounts

None at the date of this Deed.

SCHEDULE 5
Details of Specific Contracts

None at the date of this Deed.

SCHEDULE 6
Details of Insurance Policies

Cover / Class	Insurer	Policy No.
Commercial Combined	Allianz	07/SZ/26222448/11

SIGNATURE PAGES TO THE DEED OF ACCESSION

New Chargor

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

Name: *ALEX BAYLISS*)
Title: Director)

in the presence of

Signature of witness:

Name of witness: *EMILIA WOOD*

Address:

Occupation:

Original Chargor

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

Name: **KLER BAYLUS**
Title: Director

in the presence of

Signature of witness: **A**

Name of witness: **EMILIA WOOD**

Address:

Occupation:

Original Chargor

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:

Name of witness: SMILIA WOOD

Address:

Occupation:

Original Chargor

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

Name: **ALEX BAYLISS**

Title: Director

in the presence of

Signature of witness:

Name of witness: **EMILIA WOOD**

Address:

Occupation:

The Security Agent

Executed as a Deed by PCP V CAYMAN AIV, L.P.

By G. Anthony Coletta, a Vice President of PGIM, Inc.,

)

) By:

)

acting as managing member of

)

Wabash Avenue Holdings V, LLC,

)

acting as general partner of PCP V Cayman AIV GP, L.P.,

)

the general partner of PCP V Cayman AIV, L.P.

)

In the presence of:

(Signature of witness)

Name: Christine B. Fidone

Address: Suite 5600, 180 N. Stetson Ave., Chicago, IL 60601

Occupation: Executive Assistant