



Registration of a Charge

Company name: **CRS BUILDING SUPPLIES LIMITED**

Company number: **05491527**

Received for Electronic Filing: **03/02/2021**



X9XKD1HT

Details of Charge

Date of creation: **29/01/2021**

Charge code: **0549 1527 0008**

Persons entitled: **WILMINGTON TRUST (LONDON) LIMITED**

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: 5491527

Charge code: 0549 1527 0008

The Registrar of Companies for England and Wales hereby certifies that a charge dated 29th January 2021 and created by CRS BUILDING SUPPLIES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd February 2021 .

Given at Companies House, Cardiff on 4th February 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

DEED OF ACCESSION

DATED 29 January 2021

**(1) 3 COUNTIES TIMBER & BUILDING SUPPLIES LIMITED
& OTHERS**

(2) TURBO ACQUISITIONS 10 SUBCO LIMITED

(3) TURBO ACQUISITIONS 10 BIDCO LIMITED

**(4) WILMINGTON TRUST (LONDON) LIMITED
(as Security Agent)**

DEED OF ACCESSION TO THE DEBENTURE

THIS DEED is made on 29 January 2021

BETWEEN:-

- (1) **3 COUNTIES TIMBER & BUILDING SUPPLIES LTD**, a company registered in England and Wales with company number 03805736 whose registered office is at Unit 2 Mill End Road, High Wycombe, Buckinghamshire, United Kingdom, HP12 4AX ("**3C Timber**");
- (2) **CRS BUILDING SUPPLIES LIMITED**, a company registered in England and Wales with company number 05491527 whose registered office is at Unit 2 Mill End Road, High Wycombe, Buckinghamshire, United Kingdom, HP12 4AX ("**CRS**" and together with 3C Timber, each a "**New Chargor**" and together the "**New Chargors**");
- (3) **TURBO ACQUISITIONS 10 SUBCO LIMITED**, a company incorporated in England and Wales with registration number 12275913 (the "**Parent**");
- (4) **TURBO ACQUISITIONS 10 BIDCO LIMITED**, a company incorporated in England and Wales with registration number 12276113 (the "**Company**"); and
- (5) **WILMINGTON TRUST (LONDON) LIMITED** as security agent and trustee for the Secured Parties (as defined in the Debenture, as defined below) (the "**Security Agent**").

RECITALS

- (A) The Company and the Parent, together with certain of their subsidiaries, have entered into a debenture dated 31 July 2020 (as supplemented and amended by Deeds of Accession, Supplemental Debentures or otherwise from time to time, the "**Debenture**") with Wilmington Trust (London) Limited as security agent and trustee for the Secured Parties.
- (B) Each New Chargor, at the request of the Company and the Parent and in consideration of the 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 each satisfying itself that there are reasonable grounds for believing that its entry into this Deed of Accession will be of benefit to it, 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:

- 2.2.1 this "Deed" is a reference to this Deed as amended, varied, novated, supplemented and replaced from time to time; and
 - 2.2.2 a "New Chargor" and the "Security Agent" includes any one or more of its assigns, transferees and successors in title (in the case of a 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 27 (*Counterparts*) and clause 29 (*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

Each 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 each 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

Each New Chargor mortgages, charges and assigns to the Security Agent, as agent and trustee for the 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 Material Real Property of that New Chargor referred to in Schedule 1 (*Details of Material Real Property*) hereto;
- 4.2 the Shares of that New Chargor referred to in Schedule 2 (*Details of Shares*) hereto;
- 4.3 the Material Intellectual Property of that New Chargor referred to in Schedule 3 (*Details of Material Intellectual Property*) hereto;
- 4.4 the Accounts and the Blocked Accounts of that New Chargor referred to in Schedule 4 (*Details of Accounts and Blocked Accounts*) hereto;
- 4.5 the Specific Contracts of that New Chargor referred to in Schedule 5 (*Details of Specific Contracts*) hereto;
- 4.6 the Insurance Policies of that New Chargor referred to in Schedule 6 (*Details of Insurance Policies*) hereto;
- 4.7 the Tangible Moveable Property of that New Chargor;
- 4.8 all the present and future goodwill and rights of that New Chargor in relation to its uncalled capital;
- 4.9 the Investments of that New Chargor;

- 4.10 the Book Debts of that 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 that 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 each 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:
 - 6.3.1 this Deed and the Debenture shall be read and construed as one document and in particular the Charged Property shall include the Material Real Property referred to in the Schedule to this Deed; and
 - 6.3.2 each New Chargor acknowledges that references to the Debenture in the Finance Documents are references to the Debenture as amended by this Deed.
- 6.4 Each New Chargor confirms:
 - 6.4.1 its knowledge and acceptance of this Deed;
 - 6.4.2 that the Debenture as supplemented by this Deed will continue to secure all liabilities which are expressed to be secured by it.

7. DESIGNATION

- 7.1 This Deed is a Finance Document.
- 7.2 This Deed is intended to take effect as a deed notwithstanding that the Security Agent may have executed it under hand only.

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
Details of Material Real Property

The leasehold property known as land lying to the east of High Street Green at Mark Road, Hemel Hempstead, Hertfordshire HP2 7DN as demised by a lease dated 6 December 2017 between Dacorum Borough Council as landlord and 3C Timber as tenant.


SCHEDULE 2
Details of Shares

None at the date of this Deed.

SCHEDULE 3
Details of Material Intellectual Property

None at the date of this Deed.

SCHEDULE 4
Details of Accounts and Blocked Accounts

Company	Account Type	Account Bank	Account Number	Sort Code
3 Counties Timber & Building Supplies Ltd	Current Account	The Royal Bank of Scotland Plc		16-21-22
CRS Building Supplies Limited	Current Account	Handelsbanken Plc		40-51-62
CRS Building Supplies Limited	Deposit Account	Handelsbanken Plc		40-51-62
CRS Building Supplies Limited	Connect Plus Account	Santander UK plc		09-02-22

SCHEDULE 5
Details of Specific Contracts

None at the date of this Deed.

SCHEDULE 6
Details of Insurance Policies

Company	Cover/Class	Insurer	Policy No.
CRS Building Supplies Limited	Commercial Combined Policy	Allianz Insurance	18/SZ/24108282/11




SIGNATURE PAGES TO THE DEED OF ACCESSION (DEBENTURE)

New Chargers

EXECUTED AS A DEED

By: **3 Counties Timber & Building Supplies Ltd**

acting by

		Director
		Director/Secretary

EXECUTED AS A DEED

By: **CRS Building Supplies Limited**

acting by



		Director
		Director/Secretary

Company

EXECUTED AS A DEED

By: **Turbo Acquisitions 10 Bidco Limited**

acting by



	DocuSigned by: 7269F9E4209E498...	Director
	DocuSigned by: AB4BC41AC08B43B...	Director/Secretary

Parent

EXECUTED AS A DEED


By: **Turbo Acquisitions 10 Subco Limited**

acting by

	DocuSigned by: 7269F9E4209E498...	Director
	DocuSigned by: AB4BC41AC08B43B...	Director/Secretary

The Security Agent

Wilmington Trust (London) Limited

DocuSigned by:

.....2A2EC758DE7947A.....

By: Keith Reader