



Registration of a Charge

Company Name: **ERWIN HYMER GROUP UK LTD**

Company Number: **02433663**



Received for filing in Electronic Format on the: **02/09/2021**

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Details of Charge

Date of creation: **01/09/2021**

Charge code: **0243 3663 0020**

Persons entitled: **JPMORGAN CHASE BANK, N.A. AS TRUSTEE FOR THE SECURED PARTIES**

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

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:

SIMON FISHER



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2433663

Charge code: 0243 3663 0020

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st September 2021 and created by ERWIN HYMER GROUP UK LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd September 2021 .

Given at Companies House, Cardiff on 3rd September 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 1 September 2021

- (1) **ERWIN HYMER GROUP UK LTD** as
Chargor
- (2) **JPMORGAN CHASE BANK, N.A.** as
Administrative Agent

SUPPLEMENTAL SECURITY DEED
relating to
a security agreement dated 1 February 2019

MAYER | BROWN

LONDON

THIS SUPPLEMENTAL SECURITY DEED is dated 1 September 2021 and made between:

- (1) **ERWIN HYMER GROUP UK LTD**, a company incorporated in England and Wales (registered number 02433663) whose registered office is at Explorer House, Delves Lane, Consett, County Durham, DH8 7PE (the "**Chargor**"); and
- (2) **JPMORGAN CHASE BANK, N.A.**, as Administrative Agent and as trustee for the Secured Parties (the "**Administrative Agent**").

BACKGROUND:

- (A) By a credit agreement made on 1 February 2019 between, amongst others, (1) Thor Industries, Inc. as parent borrower and (2) JPMorgan Chase Bank, N.A., in various capacities including as Administrative Agent, Joint Lead Arranger and Joint Bookrunner (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, on 1 February 2019, the Chargor entered into the UK Security Agreement and the Guarantee Agreement.
- (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 guarantees given by the Chargor;
 - (b) contains confirmations in relation to security interests granted by the Chargor and contains a re-grant by the Chargor of certain security interests; and
 - (c) deals with related matters.

THIS DEED WITNESSES that:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed:

"Amended Credit Agreement" means the Credit Agreement as amended 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.

1.2 **Terms defined in the Amended Credit Agreement**

Terms defined in the Amended Credit Agreement or UK Security Agreement but not in this Deed shall have the same meaning in this Deed as in the Amended Credit Agreement and/or UK Security Agreement (as applicable).

1.3 **Construction**

Clause 1.3 (*Construction*) of the UK Security Agreement 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**

The Chargor:

- (a) consents to the amendment and restatement of the Credit Agreement effected by an amendment agreement dated on or about the date of this Deed ("**Amendment No.1 to ABL Credit Agreement**");
- (b) confirms for the benefit of the Credit Parties that:
 - (i) its obligations as a Guarantor under and as defined in the Guarantee Agreement 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 Primary Obligations and Guarantor Obligations (as each such term is defined in the Guarantee Agreement) 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; and

2.2 **Security Interest confirmations**

The Chargor:

- (a) consents to the amendment and restatement of the Credit Agreement effected by Amendment No.1 to ABL Credit Agreement; and
- (b) confirms to the Administrative 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 Security Agreement 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 Secured Liabilities, including for the purposes of the UK Security Agreement, shall, after the date of this Deed, extend to the obligations of each of the European Loan Parties under the Amended Credit Agreement and under any other Loan Documents.

2.3 New Security Interests

- (a) Each of the charges and assignments created under this Deed (i) is granted to the Administrative Agent as trustee for the Secured Parties, (ii) secures the payment and discharge of the Secured Liabilities and (iii) is made with full title guarantee (provided that the covenants implied by the Law of Property (Miscellaneous Provisions) Act 1994 shall:

(A) not extend to the state of repair of any Security Assets; and

(B) be subject to any Permitted Lien).

(i) Land

(A) The Chargor charges:

(i) by way of first legal mortgage, all estates or interests owned by it in the Properties and any other land in England and Wales at the date of this Deed; and

(ii) by way of first fixed charge, all of its other rights in any land.

(B) In this Deed, unless a contrary indication appears any reference to any land includes all buildings, plant, machinery and other Fixtures from time to time on that land.

(C) The Chargor assigns absolutely all of its rights in any Occupational Lease (other than an Occupational Lease to which an Excluded Property may at any time be subject), including rights to rental income and other payments, and any guarantee or other right relating to such Occupational Lease.

(ii) Bank Accounts

The Chargor charges by way of first fixed charge all of its rights:

(A) in any credit balances on the Collection Accounts and the indebtedness represented by them; and

(B) in any credit balances on any other bank accounts and the indebtedness represented by them.

(iii) Accounts

(A) The Chargor charges by way of first fixed charge all of its rights:

(i) in its Accounts (but only if and to the extent the rights in question have not been effectively assigned pursuant to Clause 2.3(a)(vi); and

(ii) in and to all of its Related Rights.

- (B) In this Deed, unless a contrary indication appears, any reference to an Account includes the benefit of any Security Interest, guarantee or other right in relation to that Account.

(iv) **Investments**

- (A) The Chargor charges by way of first fixed charge all of its rights in its Investments.
- (B) In this Deed, unless a contrary indication appears any reference to an Investment includes:
 - (i) any associated dividends and interest and any other payments and distributions; and
 - (ii) any right, money or assets accruing or offered at any time in respect of the Investment by way of redemption, exchange, bonus or otherwise.

(v) **Insurances**

The Chargor assigns absolutely all of its rights in its Insurances.

(vi) **Assignment of Accounts**

The Chargor assigns absolutely all of its rights in its Accounts.

(vii) **Assignment of Documents**

- (A) The Chargor assigns absolutely all of its rights in:
 - (i) any Swap Agreement (without prejudice and subject to any netting or set-off provisions contained in it); and
 - (ii) any other document from time to time designated as an Assigned Document, by the Chargor and the Administrative Agent.
- (B) For the avoidance of doubt, the Chargor will remain at all times liable in respect of all of its obligations under each Assigned Document and no Secured Party will be under any obligation or liability under or in respect of those Assigned Documents.

(viii) **Miscellaneous fixed charges**

The Chargor charges by way of first fixed charge, in each case to the extent not otherwise validly and effectively charged or assigned in Clause 2.3(a)(i) to (vii):

- (A) all of its rights in any Equipment;

- (B) any goodwill and uncalled capital from time to time and all of its rights to future calls in respect of capital;
- (C) all of its rights in its Intellectual Property;
- (D) all licences, consents and other Authorisations held in connection with its business or the use of any Security Assets and all of its rights in connection with them; and
- (E) all of its rights in any security interests, guarantees, indemnities, covenants for title, agreements, reports and other documents including those relating to all or any part of the Security Assets.

(ix) **Floating charge**

- (A) The Chargor charges by way of first floating charge the whole of its undertaking and assets (including Inventory).
- (B) Schedule B1, Paragraph 14 IA shall apply to the floating charge created by the Chargor in this Deed.
- (C) The Administrative Agent may at any time by notice to a Chargor convert the floating charge created by the Chargor in this Deed into a fixed charge with immediate effect as regards any Security Asset specified in the notice if:
 - (i) any steps are taken to appoint (or have appointed) an administrator of the Chargor or wind it up or if an administrator is appointed;
 - (ii) an Event of Default has occurred and is continuing;
 - (iii) the Administrative Agent reasonably considers that it is in danger of being seized or sold pursuant to any form of legal process or otherwise in jeopardy; or
 - (iv) the Administrative Agent reasonably considers that it is necessary to protect the priority of this Security.
- (D) The floating charge created by the Chargor in this Deed shall automatically be converted into a fixed charge with immediate effect as regards all assets subject to it if:
 - (i) that Chargor breaches Clause 6 (*Negative pledge and disposals*) of the UK Security Agreement (as applied to this Deed pursuant to Clause 2.3(c)) or attempts to do so;
 - (ii) any person levies or attempts to levy any distress, execution, sequestration or other process against any of those assets (save where the same would not otherwise constitute an Event of Default).

(E) Nothing in this Clause 2.3(a)(ix):

- (i) shall affect the crystallisation of the floating charge created by the Chargor under applicable law and regulation; or
 - (ii) shall permit the floating charge created by the Chargor to be crystallised solely as a result of the obtaining of, or of anything done with a view to obtaining, a moratorium under s1A IA.
- (b) This Clause 2.3 is supplemental to the UK Security Agreement, to the intent that in relation to the assets (the "**New Security Assets**") the subject of the security interests granted in Clause 2.3(a) of this Deed, this Clause 2.3 and the UK Security Agreement shall be read and construed as one document.
- (c) The provisions of Clauses 2 (*Payment of the Secured Liabilities*), 3.1 (*General provisions regarding Security Interests*) and 4 (*Representations and Warranties*) to 28 (*Provisions of the Credit Agreement*) of UK Security Agreement (including, without limitation, Clause 6.1 (*Negative pledge*)) shall 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 Security Agreement" shall be construed as references to this Deed and references to the Secured Assets shall be construed as references to the New Security Assets.
- (d) If there is any conflict or inconsistency between the provisions of this Deed and the UK Security Agreement, this Deed shall prevail.

2.4 **Further assurance**

The Chargor shall at the request of the Administrative Agent and at its own expense promptly execute (in such form as the Administrative Agent may reasonably require and do any document, act or thing which the Administrative 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 Administrative Agent and the Chargor as a UK Security Document, a Security Document and a Loan Document.

3.2 **Continuing effect**

Except as supplemented by Clause 2.3 (*New Security Interests*), the UK Security Agreement 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 Credit Party or Secured Party. The Administrative Agent, on behalf of each Credit Party and Secured

Party, reserves any other rights and remedies which any Credit Party or 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 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 England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- (c) This Clause 4.2 is for the benefit of the Credit Parties and Secured Parties only. As a result, no Credit Party or Secured Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Credit Parties and Secured Parties may take concurrent proceedings in any number of jurisdictions.

EXECUTION:

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

SCHEDULE 1

CONDITIONS PRECEDENT

Authorisations and legal opinions

1. Constitutional documents (certificate of incorporation, certificates of any change of name, memorandum (if applicable) and articles of association) or confirmation from the Chargor that there have been no changes to its constitutional documents from those delivered at or about the date of the Credit Agreement.
2. A copy of a resolution of the board of directors of the Chargor:
 - (a) approving the terms of, and the transactions contemplated by, this Deed and the other documents to which it will be a party and resolving that it execute those documents;
 - (b) authorising a specified person or persons to execute those documents on its behalf; and
 - (c) authorising a specified person or persons, on its behalf, to sign and/or despatch all documents and notices to be signed and/or despatched by it under or in connection with this Deed and the other documents to which it will be a party.
3. A specimen of the signature of each person authorised by the resolution referred to in Paragraph 2.
4. A copy of a resolution signed by all of the holders of the issued shares in the Chargor approving the terms of, and the transactions contemplated by, the Loan Documents to which it is a party.
5. A certificate of a director of the Chargor (i) confirming that the borrowing or guaranteeing or securing, as appropriate, the Total Commitments would not cause any borrowing, guarantee, security or similar limit binding on the Chargor to be exceeded and (ii) certifying that each copy document relating to it specified in this Schedule 2 is correct, complete and in full force and effect as at a date no earlier than the date of this Deed.
6. An opinion from Mayer Brown International LLP addressed to the Administrative Agent and Lenders.

Other documents and evidence

7. Signed copies of all notices required to be served on account banks in relation to Collection Accounts and on insurers as a result of the taking of the security interests in Clause 2.3.
8. A copy of any other Authorisation or other document, opinion or assurance which the Administrative Agent (acting reasonably) considers to be necessary or desirable in connection with the entry into and performance of the transactions contemplated by any Loan Document or for the validity and enforceability of any Loan Document.

EXECUTION of Supplemental Security Deed:

Chargor

SIGNED as a deed by _____)
Director, duly authorised for and on behalf) D J Styles
of **ERWIN HYMER GROUP UK LTD**) Finance Director
in the presence of:)

Witness's signature: _____

Witness's name (in capitals): ELIZABETH ZALEWSKI

Witness's address:

EXPLORER HOUSE
DELVES LANE
CONSETT
CO. DURHAM
DH8 7PE

Administrative Agent

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

EXECUTION of Supplemental Security Deed:

Chargor

SIGNED as a deed by _____,)
Director, duly authorised for and on behalf)
of **ERWIN HYMER GROUP UK LTD**)
in the presence of:)

Witness's signature:

Witness's name
(in capitals):

Witness's address:

Administrative Agent

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

Erwine Syme
VP