



**Registration of a Charge**

Company Name: **FLETCHERS BAKERIES LIMITED**

Company Number: **00249790**



Received for filing in Electronic Format on the: **30/06/2022**

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**Details of Charge**

Date of creation: **27/06/2022**

Charge code: **0024 9790 0018**

Persons entitled: **HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED AS SECURITY TRUSTEE**

Brief description: **REGISTERED LAND: FREEHOLD PROPERTY KNOWN AS LAND AND BUILDINGS ON THE NORTH EAST SIDE OF CLAY WHEELS LANE - TITLE NO.: SYK432315;**

**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:

**ASHURST LLP**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 249790

Charge code: 0024 9790 0018

The Registrar of Companies for England and Wales hereby certifies that a charge dated 27th June 2022 and created by FLETCHERS BAKERIES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 30th June 2022 .

Given at Companies House, Cardiff on 4th July 2022

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**

## Debenture

The companies listed in schedule 1  
as Chargors

and

HSBC Corporate Trustee Company (UK) Limited  
as Security Trustee

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**THIS DEED** is made on **27** June 2022

**BETWEEN:**

- (1) **THE COMPANIES** listed in schedule 1 (Chargors); and
- (2) **HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED** as security trustee for itself and the other Secured Parties (the "**Security Trustee**", which expression shall include any person from time to time appointed as a successor, replacement or additional trustee in relation to the interests created by this deed).

**THE PARTIES AGREE AS FOLLOWS:**

**1. DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

In this deed:

**"Assigned Agreements"** means the contracts listed as Assigned Agreements in schedule 5 (Assigned Agreements) or listed as Assigned Agreements in any Security Accession Deed and any other agreement designated as an Assigned Agreement by the relevant Chargor and the Security Trustee;

**"Bank Accounts"** means all rights in relation to cash-deposit, current or other accounts held with any bank, financial institution or other person;

**"Book Debts"** means all book and other debts of any nature and all monetary claims (excluding any such debts or claims in relation to the Bank Accounts, the Assigned Agreements, the Insurances and the Hedging Agreements);

**"Cash Collateral Accounts"** means the accounts (if any) listed in part 1 of schedule 4 (Cash Collateral Accounts (Blocked)) or listed as Cash Collateral Accounts in any Security Accession Deed, and any other Bank Account which is designated as a Cash Collateral Account by the relevant Chargor and the Security Trustee, and any replacement account or any sub-division or sub-account of those accounts;

**"Charged Property"** means the assets mortgaged, charged or assigned to the Security Trustee by this deed;

**"Chargors"** means each of the companies listed in schedule 1 (Chargors) and each company which grants security over its assets in favour of the Security Trustee by executing a Security Accession Deed;

**"Collection Accounts"** means the accounts (if any) listed in part 2 of schedule 4 (Collection Accounts (Not Blocked)) or listed as Collection Accounts in any Security Accession Deed, and any other Bank Account which is designated as a Collection Account by the relevant Chargor and the Security Trustee, and any replacement account or any sub-division or sub-account of those accounts;

**"Declared Default"** means an Event of Default in respect of which the Agent has served notice on the Company pursuant to clause 27.28 (Acceleration) of the Facility Agreement;

**"Default Basis"** means the rate at which interest is payable and the basis for determining payments due, as provided for in clauses 13.6 to 13.8 (Default Interest) of the Facility Agreement;

**"Delegate"** means any delegate, agent, attorney or co-trustee appointed by the Security Trustee;

**"Event of Default"** means an Event of Default under the Facility Agreement;

**"Existing Debenture"** means the debenture dated 22 February 2018 between the companies listed in schedule 1 thereof as chargors and the Security Trustee, as supplemented by:

- (a) the supplemental legal mortgage dated 20 March 2018 between Fletchers Bakeries Limited as the chargor and the Security Trustee; and
- (b) the security accession deed dated 30 January 2019 between Ultrapharm Limited as the new chargor and the Security Trustee;

**"Facility Agreement"** means the facility agreement originally dated 22 February 2018 made between (amongst others) the Chargors and HSBC Bank plc as Agent as amended and/or amended and restated from time to time and as most recently amended and restated pursuant to an amendment and restatement agreement dated on or around the date of this deed;

**"Finance Documents"** means the Finance Documents as defined in the Facility Agreement (including any Hedging Agreements);

**"Finance Parties"** means the Finance Parties as defined in the Facility Agreement (including any Hedge Counterparty);

**"Floating Charge Asset"** means an asset charged under clause 3.4 (Floating Charge);

**"Hedge Counterparty"** means each Hedge Counterparty as defined in the Facility Agreement;

**"Hedging Agreements"** means the agreements listed as Hedging Agreements in schedule 6 (Hedging Agreements) or listed as Hedging Agreements in any Security Accession Deed and any other "Hedging Agreement" as defined in the Facility Agreement;

**"Insurances"** means the benefits arising from all policies of insurance (including all rights of recovery and all proceeds of them) either now or in the future held by, or written in favour of, a Chargor or in which it is otherwise interested, including those policies (if any) listed in schedule 8 (Insurance Policies) or in any Security Accession Deed but excluding any third party liability or public liability insurance and any directors' and officers' insurance;

**"Intellectual Property"** means any patents, trademarks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered, the benefit of all applications and rights to use such assets including the intellectual property rights (if any) listed in schedule 8 (Intellectual Property) or in any Security Accession Deed;

**"Investment"** means any stock, share, debenture, loan stock, security, interest in any investment fund and any other comparable investment (whether or not marketable) whether owned directly by or to the order of a Chargor or by any trustee, fiduciary or clearance system on its behalf (including the Subsidiary Shares);

**"Lenders"** means the Lenders as defined in the Facility Agreement;

**"Material Real Property"** means any freehold, commonhold or leasehold real property which has a market value of more than £500,000;

**"Property"** means all freehold, heritable and leasehold property and the buildings and fixtures (including trade fixtures) on that property from time to time including the property (if any) listed in schedule 2 (Property) and in any Security Accession Deed;



**"Receiver"** means a receiver or receiver and manager in each case appointed under this deed;

**"Related Rights"** means, in relation to any asset:

- (a) the proceeds of sale of that asset or any part of that asset;
- (b) all dividends, distributions, interest and/or other income paid or payable in relation to that asset (including on any Investment), together with all shares or other property derived from that asset and all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to that asset (whether by way of conversion, redemption, bonus, preference, option or otherwise);
- (c) any monies and proceeds paid or payable in relation to that asset;
- (d) all rights under any licence, agreement for sale or agreement for lease in respect of that asset; and
- (e) the benefit of all other rights, powers, claims, consents, contracts, warranties, security, guarantees, indemnities or covenants for title in respect of that asset;

**"Secured Obligations"** means all Liabilities and all other present and future liabilities and obligations at any time due, owing or incurred by any Obligor to any Secured Party under any Finance Document, both actual and contingent and whether incurred solely or jointly and as principal or surety or in any other capacity except for any money or liability which, if it were so included, would cause the infringement of section 678 or 679 of the Companies Act 2006;

**"Secured Parties"** means the Finance Parties (including any Hedge Counterparty) and any Receiver or Delegate;

**"Security"** means a mortgage, charge, standard security assignment in security, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect;

**"Security Accession Deed"** means a deed executed by a member of the Group substantially in the form set out in schedule 11 (Form of Security Accession Deed);

**"Scottish Assets"** means any assets owned by a Chargor located in Scotland and/or otherwise governed by Scots law; and

**"Subsidiary Shares"** means all shares owned by a Chargor in its Subsidiaries including the shares (if any) listed in schedule 3 (Subsidiary Shares) or in any Security Accession Deed.

## 1.2 Construction

- (a) In this deed, unless a contrary intention appears, a reference to:
  - (i) words and expressions defined in the Facility Agreement have the same meanings when used in this deed unless otherwise defined in this deed;
  - (ii) the principles of construction contained in clauses 1.2 to 1.15 (Construction) of the Facility Agreement apply equally to the construction of this deed, except that references to the Facility Agreement will be construed as references to this deed;

- (iii) **"assets"** includes present and future properties, revenues and rights of every description;
  - (iv) any **"Chargor"**, any **"Secured Party"** or any other person shall be construed so as to include its successors in title, permitted assignees and transferees and, in the case of the Security Trustee, any person for the time being appointed as Security Trustee or Security Trustees in accordance with the Finance Documents;
  - (v) this **"deed"** includes any Security Accession Deed;
  - (vi) a **"Finance Document"** or any other agreement or instrument is a reference to that agreement or instrument as amended, novated, supplemented, extended, restated or replaced;
  - (vii) **"including"** means including without limitation and **"includes"** and **"included"** shall be construed accordingly;
  - (viii) **"losses"** includes losses, actions, damages, claims, proceedings, costs, demands, expenses (including fees) and liabilities and **"loss"** shall be construed accordingly;
  - (ix) a **"person"** includes any person, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality) or any two or more of the foregoing;
  - (x) a **"regulation"** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;
  - (xi) "set-off" includes, where the context requires, Scots law rights of balancing of accounts in insolvency and, where relevant, rights of retention and compensation;
  - (xii) a provision of law is a reference to that provision as amended or re-enacted; and
  - (xiii) any clause or schedule is a reference to, respectively, a clause of and schedule to this deed and any reference to this deed includes its schedules.
- (b) Section, clause and schedule heading are for ease of reference only.
  - (c) The terms of the documents under which the Secured Obligations arise and of any side letters between any Chargor and any Secured Party relating to the Secured Obligations are incorporated in this deed to the extent required for any purported disposition of any Property contained in this deed to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
  - (d) The parties intend that this document shall take effect as a deed, notwithstanding the fact that a party may only execute it under hand.

### 1.3 Third Party Rights

- (a) Any Receiver or Delegate will have the right to enforce the provisions of this deed which are given in its favour however the consent of a Receiver or Delegate is not required for the rescission or variation of this deed.

- (b) Subject to paragraph (a), 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 enjoy the benefit of any term of this deed.

2. **COVENANT TO PAY**

Each Chargor as primary obligor covenants with the Security Trustee (for the benefit of itself and the other Secured Parties) that it will on demand pay the Secured Obligations when they fall due for payment.

3. **CHARGING CLAUSE**

3.1 **Fixed Charges**

Each Chargor, as security for the payment and discharge of the Secured Obligations, charges in favour of the Security Trustee with full title guarantee all of its right, title and interest in the following assets, both present and future, from time to time owned by it or in which it has an interest and, in each case, all Related Rights:

- (a) by way of legal mortgage, all Material Real Property (other than any Property located in Scotland); and
- (b) by way of fixed charge:
  - (i) all other interests (not effectively charged under clause 3.1(a)) in any Property (other than any Property located in Scotland);
  - (ii) all Subsidiary Shares;
  - (iii) all Investments (other than Subsidiary Shares);
  - (iv) all Cash Collateral Accounts;
  - (v) all Intellectual Property;
  - (vi) its goodwill and uncalled capital; and
  - (vii) to the extent not effectively assigned by clause 3.2 (Security Assignment):
    - (A) the Assigned Agreements;
    - (B) the Insurances; and
    - (C) the Hedging Agreements.

3.2 **Security Assignment**

As further security for the payment and discharge of the Secured Obligations, each Chargor assigns absolutely with full title guarantee in favour of the Security Trustee all its right, title and interest in the following assets, both present and future, and, in each case, all Related Rights:

- (a) the Assigned Agreements;
- (b) the Insurances; and
- (c) the Hedging Agreements,

provided that on payment or discharge in full of the Secured Obligations the Security Trustee will at the request and cost of the relevant Chargor re-assign the relevant rights, title and interest in the assigned assets to that Chargor (or as it shall direct).

### 3.3 **Fixed Security**

Clause 3.1 (Fixed Charges) and clause 3.2 (Security Assignment) shall be construed as creating a separate and distinct mortgage, fixed charge or security assignment over each relevant asset within any particular class of assets specified in this deed. Any failure to create effective fixed security (for whatever reason) over an asset shall not affect the fixed nature of the security on any other asset, whether within the same class of assets or not.

### 3.4 **Floating Charge**

As further security for the payment and discharge of the Secured Obligations, each Chargor charges with full title guarantee or absolute warrandice in respect of Scottish Assets in favour of the Security Trustee by way of floating charge (i) all its present and future assets not effectively charged by way of fixed charge under clause 3.1 (Fixed Charges) or assigned under clause 3.2 (Security Assignment), and (ii) all its present and future Scottish Assets whether or not effectively charged by way of fixed charge under clause 3.1 (Fixed Charges) or assigned under clause 3.2 (Security Assignment);

### 3.5 **Conversion of Floating Charge**

(a) Subject to paragraph (b) below, if:

- (i) a Declared Default has occurred; or
- (ii) the Security Trustee is reasonably of the view that any legal process or execution is being enforced against any Floating Charge Asset or that any Floating Charge Asset is in danger of being seized or otherwise in jeopardy; or
- (iii) the Security Trustee reasonably considers that it is necessary to protect the priority of the security,

the Security Trustee may, by notice to any Chargor, convert the floating charge created under this deed into a fixed charge as regards those assets which it specifies in the notice.

(b) The floating charge created under this deed may not be converted into a fixed charge solely by reason of the obtaining of a moratorium under section 1A of the Insolvency Act 1986 in relation to a Chargor, or anything done with a view to obtaining such a moratorium.

### 3.6 **Automatic Conversion of Floating Charge**

If:

- (a) any Chargor creates (or purports to create) any Security in breach of clause 6.2 (Negative Pledge) over any Floating Charge Asset; or
- (b) any person levies or attempts to levy any distress, attachment, execution or other legal process against any Floating Charge Asset,

the floating charge created under this deed over the relevant Floating Charge Asset will automatically and immediately be converted into a fixed charge.

### 3.7 **Leases Restricting Charging**

- (a) There shall be excluded from the charge created by clause 3.1 (Fixed Charges) and from the operation of clause 4 (Further Assurance) any leasehold property held by a Chargor under a lease which either precludes absolutely or conditionally (including requiring the consent of any third party) that Chargor from creating any charge over its leasehold interest in that property (each an **"Excluded Property"**) until the relevant condition or waiver has been satisfied or obtained.
- (b) For each Excluded Property which is a Material Real Property, each relevant Chargor undertakes to apply for the relevant consent or waiver of prohibition or condition within fourteen days of the date of this deed (or, as the case may be, the date of the acquisition of the relevant Excluded Property) and, in respect of each Excluded Property which provides that the relevant third party will not unreasonably withhold its consent to charging, to use all reasonable endeavours to obtain that consent as soon as possible and to keep the Security Trustee informed of the progress of its negotiations.
- (c) Forthwith upon receipt of the relevant waiver or consent, the relevant formerly Excluded Property shall stand charged to the Security Trustee under clause 3.1 (Fixed Charges). If required by the Security Trustee at any time following receipt of that waiver or consent, the relevant Chargor will forthwith execute a valid legal mortgage in such form as the Security Trustee shall reasonably require.

### 3.8 **Intellectual Property Restricting Charging**

- (a) There shall be excluded from the charge created by clause 3.1 (Fixed Charges) and from the operation of clause 4 (Further Assurance) any Intellectual Property in which a Chargor has an interest under any licence or other agreement which either precludes absolutely or conditionally (including requiring the consent of any third party) that Chargor from creating any charge over its interest in that Intellectual Property (each an **"Excluded Intellectual Property"**) until the relevant condition or waiver has been satisfied or obtained.
- (b) For each Excluded Intellectual Property, each relevant Chargor undertakes to apply for the relevant consent or waiver of prohibition or condition within fourteen days of the date of this deed (or, as the case may be, the date of the acquisition of the relevant Excluded Intellectual Property) and, in respect of any licence or agreement which provides that the relevant third party will not unreasonably withhold its consent to charging, to use its reasonable endeavours to obtain such consent as soon as possible and to keep the Security Trustee informed of the progress of its negotiations.
- (c) Forthwith upon receipt of the relevant waiver or consent, the relevant formerly Excluded Intellectual Property shall stand charged to the Security Trustee under clause 3.1 (Fixed Charges). If required by the Security Trustee, at any time following receipt of that waiver or consent, the relevant Chargor will forthwith execute a valid fixed charge or legal assignment in such form as the Security Trustee shall reasonably require.

## 4. **FURTHER ASSURANCE**

- (a) Each Chargor shall promptly (and at its own expense) do all such acts or execute all such documents (including assignments, transfers, assignments, standard securities, mortgages, charges, notices and instructions) as the Security Trustee may reasonably specify (and in such form as the Security Trustee may reasonably require in favour of the Security Trustee or its nominee(s)):

- (i) to perfect the Security created or intended to be created under or evidenced by this deed or for the exercise of any rights, powers and remedies of the Security Trustee, any Receiver or the Secured Parties provided by or pursuant to this deed or by law;
  - (ii) to confer on the Security Trustee or on the Secured Parties Security over any property and assets of that Chargor located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to this deed; and/or
  - (iii) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security created by this deed.
- (b) Each Chargor shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Trustee or the Secured Parties by or pursuant to this deed.

## 5. REPRESENTATIONS AND WARRANTIES

### 5.1 Matters Represented

Each Chargor represents and warrants to the Security Trustee as set out in clauses 5.2 (Property) and 5.3 (Subsidiary Shares) on the date of this deed and on each day that any Secured Obligation is outstanding is repeated or deemed to be repeated.

### 5.2 Property

Schedule 2 (Property) identifies all Material Real Property situated in England and Wales which is beneficially owned by it as at the date of this deed. There are no proceedings, actions or circumstances relating to any of that Material Real Property which materially and adversely affect the value of that Material Real Property or its ability to use that Material Real Property for the purposes for which it is currently used.

### 5.3 Subsidiary Shares

- (a) It is the legal and beneficial owner of the Subsidiary Shares identified against its name in schedule 3 (Subsidiary Shares) (save in relation to those Subsidiary Shares which are held by a nominee for it, in which case it is the beneficial owner only of those Subsidiary Shares).
- (b) All of the Subsidiary Shares are fully paid.

## 6. UNDERTAKINGS - GENERAL

### 6.1 Duration of Undertakings

All of the undertakings given in this deed are given from the date of this deed and for so long as any security constituted by this deed remains in force.

### 6.2 Negative Pledge

No Chargor may create or agree to create or permit to subsist any Security or Quasi-Security over all or any part of the Charged Property except as permitted by and in accordance with the Facility Agreement.

### 6.3 Disposal Restrictions

No Chargor may enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer or otherwise dispose of all or any part of the Charged Property except as permitted by and in accordance with the Facility Agreement.

#### 6.4 **Preservation of Charged Property**

- (a) Each Chargor will observe and perform in all material respects all covenants and stipulations from time to time affecting the Charged Property, make all payments, carry out all registrations or renewals and generally take all steps which are necessary to preserve, maintain and renew when necessary all the Charged Property.
- (b) No Chargor may vary any lease, licence, contract or other document relevant to its interest in any Charged Property where such variation would have a material adverse effect on the value of the relevant Charged Property or the rights of the Secured Parties.
- (c) Each Chargor will enforce the due observance and performance of all material covenants given for its benefit in relation to the Charged Property where failure to do so would have a Material Adverse Effect. In the event that legal action is necessary to give effect to this covenant, the relevant Chargor will promptly notify the Security Trustee of any intended action which relates to:
  - (i) a claim, the value of which exceeds £250,000; or
  - (ii) any Charged Property which has been assigned by way of security under this deed.

#### 6.5 **Documents Relating to Charged Property**

- (a) Without prejudice to any specific requirements in this deed for the delivery of documents, each Chargor will promptly deliver to the Security Trustee all documents relating to the Charged Property which the Security Trustee from time to time reasonably requires.
- (b) The Security Trustee may retain any document delivered to it under this deed for so long as any security constituted by this deed remains in force and, if for any reason it returns any document to the relevant Chargor (or its nominee) before that time, it may by notice to the relevant Chargor require that the relevant document be redelivered to it and the relevant Chargor shall promptly comply (or procure compliance) with that notice.

#### 6.6 **Power to Remedy**

If a Chargor fails to comply with any undertaking given in this deed and that failure is not remedied to the satisfaction of the Security Trustee within 14 days of the Security Trustee notifying the relevant Chargor that remedy is required, it will allow (and irrevocably authorises) the Security Trustee, or any Delegate, to take any action on behalf of that Chargor which is necessary to ensure that those covenants are complied with.

### 7. **PROPERTY**

#### 7.1 **Maintenance**

Each Chargor will keep in good and substantial repair all of the Material Real Property in which it has an interest.

#### 7.2 **Inspection**

Each Chargor will permit the Security Trustee and any person nominated by the Security Trustee to enter into any Property which is part of the Charged Property in which it has an interest at all reasonable times during business hours and on not less than 24 hours' notice to view the state and condition of that Property and will remedy any material defect or want of repair forthwith after service by the Security Trustee of notice of the defect or want of repair.

### 7.3 **Property Acquisitions**

Each Chargor will promptly notify the Security Trustee if it acquires, or enters any agreement to acquire, any interest in Material Real Property.

### 7.4 **Leases**

Each Chargor shall:

- (a) comply in all material respects with all covenants, obligations and conditions applicable to it (whether as lessor, lessee or in any other capacity) contained in any lease, licence or other document relevant to its interest in any Property;
- (b) enforce the due observance and performance of all material covenants given for its benefit in relation to any Property;
- (c) not accept any surrender of any lease of Property in respect of which it is the lessor, except as permitted by the Facility Agreement or with the prior consent of the Security Trustee; and
- (d) give immediate notice to the Security Trustee if it receives any notice under section 146 of the Law of Property Act 1925 or any proceedings are commenced against it for the forfeiture of any lease of any Property.

### 7.5 **Perfection of Property Security**

- (a) Each Chargor will, promptly following execution of this deed or (if later) acquisition of Material Real Property, deposit with the Security Trustee (or as it shall direct) certified copies of all deeds and documents of title relating to all Material Real Property in which it has an interest and, if those deeds and documents are with the Land Registry, will promptly deposit them with the Security Trustee (or as it shall direct) upon their release.
- (b) In relation to Material Real Property situated in England and Wales and charged by way of legal mortgage under this deed, each Chargor hereby irrevocably consents to the Security Trustee applying to the Chief Land Registrar for a restriction to be entered on the Register of Title of all that Material Real Property in which it has an interest (including any unregistered properties subject to compulsory first registration at the date of this deed) on the prescribed Land Registry form and in the following or substantially similar terms:  
  

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated ● in favour of HSBC Corporate Trustee Company (UK) Limited (as Security Trustee) referred to in the charges register."
- (c) The Chargor shall make the application referred to in clause 7.5(b) above on behalf of the Security Trustee promptly following execution of this deed.



- (d) Subject to the terms of the Facility Agreement, the Lenders are under an obligation to make further advances (which obligation is deemed to be incorporated into this deed) and this security has been made for securing those further advances. In relation to Material Real Property which is situated in England and Wales and charged by way of legal mortgage under this deed, the Security Trustee may apply to the Chief Land Registrar for a notice to be entered onto the Register of Title of all that Property (including any unregistered Material Real Property subject to compulsory first registration at the date of this deed) that there is an obligation to make further advances on the security of the registered charge.

## 8. **INVESTMENTS**

### 8.1 **Investment Acquisitions**

Each Chargor will promptly notify the Security Trustee if it acquires, or enters any agreement to acquire, any interest in an Investment for an aggregate consideration of (or which Investment has an aggregate value of) more than £500,000.

### 8.2 **Voting and Distribution Rights**

- (a) Until a Declared Default occurs, the relevant Chargor may:
  - (i) receive and retain all dividends, distributions and other monies paid on or derived from the Investments; and
  - (ii) exercise all voting and other rights and powers attaching to the Investments provided that it may not exercise any such voting or other rights or powers in a manner which is inconsistent with any Finance Document or which may be prejudicial to the value of the security given by this deed or the realisation of it.
- (b) On and after the occurrence of a Declared Default:
  - (i) the relevant Chargor will promptly pay all dividends, distributions and other monies paid on or derived from the Investments into a Cash Collateral Account; and
  - (ii) the Security Trustee may (in its sole discretion) directly or indirectly (by instruction to the relevant legal owner of the relevant Investments) exercise, refrain from exercising or disclaim any right to exercise any voting or other rights and powers attaching to the Investments. Any exercise of such voting rights may only be for the purpose of preserving the value of the security given by this deed or facilitating the realisation of it. The relevant Chargor will promptly comply with any direction given by the Security Trustee in relation to the exercise of voting or other rights and powers. Any such disclaimer will confer on the relevant Chargor the authority to direct the exercise of the disclaimed right, as if a Declared Default had not occurred, in accordance with paragraph (a)(ii) above.
- (c) At any time when any Investments are registered in the name of the Security Trustee or its nominee, the Security Trustee will not be under any duty to ensure that any dividends, distributions or other monies payable in respect of those Investments are duly and promptly paid or received by it or its nominee, or to verify that the correct amounts are paid or received, or to take any action in connection with the taking up of any (or any offer of any) stocks, shares, rights, monies or other property paid, distributed, accruing or offered at any time by way of interest, dividend, redemption, bonus, rights, preference, option, warrant or otherwise on or in respect of or in substitution for, any of those Investments.

### 8.3 **Perfection of Investments Security**

- (a) Each Chargor will promptly following the execution of this deed or (if later) acquisition of an Investment deposit with the Security Trustee (or as it shall direct) all stock and share certificates and other documents of title relating to the Investments in which it has an interest together with stock transfer forms executed in blank and left undated (except, subject to paragraph (b) below, in any such case to the extent that any of the foregoing which have been deposited by a Chargor with the Security Trustee pursuant to the Existing Debenture) on the basis that the Security Trustee shall be able to hold such documents of title and stock transfer forms until the Secured Obligations have been irrevocably and unconditionally discharged in full and shall be entitled, at any time, if the Security Trustee reasonably considers that the security constituted by this deed is in jeopardy to complete, under its power of attorney given by clause 15 (Attorney) below, the stock transfer forms on behalf of the relevant Chargor in favour of itself or its nominee(s).
- (b) If, following the date on which the Security Trustee is able to access the necessary information, the Security Trustee notifies the Company in writing that certain share certificates or stock transfer forms relating to shares in members of the Group which are subject to the Transaction Security are not in its possession, the relevant member of the Group shall deliver the relevant outstanding share certificates and/or stock transfer forms to the Security Trustee promptly following a request by the Security Trustee to provide the same.

### 8.4 **Perfection of Uncertificated Investments Security**

Each Chargor will, in respect of the Uncertificated Investments in which it has an interest:

- (a) promptly following the execution of this deed or (if later) acquisition of an Uncertificated Investment, procure that any Uncertificated Investments in which it has an interest are transferred to:
  - (i) that Chargor's Escrow Balance; or
  - (ii) (if the Security Trustee requires) a CREST account of the Security Trustee or its nominee; and

in relation to any Uncertificated Investments required to be transferred to its Escrow Balance, deliver an instruction to CREST identifying the Security Trustee (or, if the Security Trustee so requires, its nominee) as its escrow agent in respect of the relevant Escrow Balance; and
- (b) if required by the Security Trustee, promptly procure the conversion of all or the required part (as applicable) of the Uncertificated Investments in which it has an interest into certificated form and will deposit of all certificates and other documents of title in respect of such Uncertificated Investments in accordance with clause 8.3 (Perfection of Investments Security).

In this deed:

**"CREST"** means Euroclear UK & Ireland Limited (as operator of the CREST settlement system) or any successor operator for the time being;

**"Escrow Balance"** means the escrow balance of an account maintained with CREST; and

**"Uncertificated Investments"** means an Investment which is "uncertificated" within the meaning of the Uncertificated Securities Regulations 2001.

9. **EQUIPMENT**

9.1 **Maintenance**

Each Chargor will keep all Equipment in which it has an interest comprised in the Charged Property in good and substantial repair (fair wear and tear excepted) and in good working order where failure to do so would have a Material Adverse Effect.

10. **BOOK DEBTS**

10.1 **Collection of Book Debts**

Each Chargor will, as agent for the Security Trustee, collect all Book Debts due to it, and pay the proceeds into a Collection Account forthwith on receipt and, pending that payment, hold those proceeds on trust for the Security Trustee.

11. **BANK ACCOUNTS**

11.1 **Withdrawals**

No Chargor may withdraw all or any monies from time to time standing to the credit of a Cash Collateral Account, except as permitted by the Facility Agreement or with the prior consent of the Security Trustee.

11.2 **Perfection of Bank Account Security**

- (a) Each Chargor will, promptly following execution of this deed or (if later) designation of a Bank Account as a Collection Account or Cash Collateral Account:
  - (i) give notice (substantially in the form set out in schedule 10 (Form of notice to Account Banks)) to each institution with which it holds any Collection Account or Cash Collateral Account (each an "**Account Bank**"), of the charges created by this deed over those accounts and provide evidence satisfactory to the Security Trustee (acting reasonably) of the delivery of that notice; and
  - (ii) use reasonable endeavours to procure that each Account Bank promptly acknowledges that notice by countersigning a copy of it and delivering that copy to the Security Trustee.

12. **INTELLECTUAL PROPERTY**

12.1 **Intellectual Property Acquisitions**

Each Chargor will promptly notify the Security Trustee if it creates, acquires, or enters any agreement to acquire, any interest in Intellectual Property which is of material value to its business.

12.2 **Perfection of Intellectual Property Security**

The Chargor shall, if so requested by the Security Trustee, apply for the Secured Parties' interest in that Chargor's Intellectual Property to be recorded on each of the following registers:

- (a) the relevant Intellectual Property register of the UK Intellectual Property Office;
- (b) the relevant Intellectual Property register of the EU Office of Harmonization for the Internal Market; and

- (c) all other national, regional and international Intellectual Property registers.

### 13. **HEDGING AGREEMENTS AND ASSIGNED AGREEMENTS**

#### 13.1 **Performance and Maintenance of Agreements**

Each Chargor will:

- (a) duly perform all its material obligations under the Hedging Agreements and Assigned Agreements;
- (b) enforce the due observance and performance of all material covenants given for its benefit in relation to the Hedging Agreements and Assigned Agreements; and
- (c) not make or agree to make any amendments (except of a non-material and purely administrative nature) to, waive any of its rights under, or exercise any right to terminate any of the Hedging Agreements or Assigned Agreements, except as permitted by the Facility Agreement or with the prior consent of the Security Trustee.

#### 13.2 **Proceeds of Hedging Agreements**

Each Chargor will collect all amounts payable to it under the Hedging Agreements and deal with those monies subject to any restrictions or requirements contained in the Facility Agreement.

#### 13.3 **Proceeds of Assigned Agreements**

Each Chargor will, as agent for the Security Trustee, collect all amounts payable to it under the Assigned Agreements and forthwith pay those monies into:

- (a) such accounts (if any) as are required by the Facility Agreement; or
  - (b) otherwise, following a Declared Default, a Cash Collateral Account,
- and, pending that payment, hold those proceeds on trust for the Security Trustee.

#### 13.4 **Perfection of Agreements Security**

Each Chargor will, promptly following execution of this deed (or, in respect of any Assigned Agreement designated as such or Hedging Agreement entered into after the date of execution of this deed, promptly thereafter):

- (a) give notice (substantially in the form set out in the relevant part of schedule 9 (Forms of notice to counterparties)) to the other parties to the Assigned Agreements and Hedging Agreements of the security created by this deed over its interest therein and provide evidence satisfactory to the Security Trustee (acting reasonably) of the delivery of that notice; and
- (b) use reasonable endeavours to procure that each counterparty promptly acknowledges that notice by countersigning a copy of it and delivering that copy to the Security Trustee.

### 14. **INSURANCES**

#### 14.1 **Undertakings**

- (a) Each Chargor shall ensure that the Insurances in respect of which it is an insured party:

- (i) note the Security Trustee's interest; and
  - (ii) save in respect of each of the Excess Property/Business Interruption (1st layer) Policy, the Excess Property/Business Interruption (3rd Layer) Policy and Product Contamination Policy, contain terms providing that it shall not be invalidated so far as the Security Trustee is concerned for failure to pay any premium due without the insurer first giving to the Security Trustee not less than 14 days' written notice.
- (b) Each Chargor shall ensure that the Product Contamination Policy contains terms providing that it shall not be invalidated so far as the Security Trustee is concerned for failure to pay any premium due without the insurer first giving the Chargor's insurance broker not less than 30 days' written notice.
  - (c) Each Chargor shall ensure that each of the Excess Property/Business Interruption (1st layer) Policy and the Excess Property/Business Interruption (3rd Layer) Policy contains terms providing that it shall not be invalidated so far as the Security Trustee is concerned for failure to pay any premium due without the insurer first giving the Chargor's insurance broker not less than seven days' written notice.
  - (d) Each Chargor shall ensure that its insurance broker undertakes to provide to the Chargors a copy of any such notice received by the insurance broker pursuant to clause 14.1(b) above within 10 Business Days of receipt.
  - (e) Each Chargor undertakes to provide the Security Trustee a copy of any such notice received by it from the insurance broker pursuant to clause 14.1(c) above within 3 Business Days of receipt.

#### 14.2 **Proceeds of Insurances**

Each Chargor will collect all amounts payable to it under the Insurances and forthwith pay those monies into:

- (a) such accounts (if any) as are required by the Facility Agreement; or
- (b) otherwise, following a Declared Default, a Cash Collateral Account,

and, pending that payment, hold those proceeds on trust for the Security Trustee.

#### 14.3 **Perfection of Insurances Security**

- (a) Each Chargor will, promptly following execution of this deed (or, in respect of any Insurances entered into after the date of execution of this deed, promptly thereafter):
  - (i) give notice (substantially in the form set out in the relevant part of schedule 9 (Forms of notice to counterparties)) to the other parties to the Insurances of the security created by this deed over its interest therein and provide evidence satisfactory to the Security Trustee (acting reasonably) of the delivery of that notice; and
  - (ii) use reasonable endeavours to procure that each counterparty promptly acknowledges that notice by countersigning a copy of it and delivering that copy to the Security Trustee.
- (b) Each Chargor will, promptly following request by the Security Trustee, deposit with the Security Trustee (or as it shall direct) all policy documents relating to the Insurances.

## 15. **ATTORNEY**

Each Chargor, by way of security, irrevocably and severally appoints the Security Trustee, each Receiver and any person nominated for the purpose by the Security Trustee or any Receiver (in writing and signed by an officer of the Security Trustee or Receiver) as its attorney (with full power of substitution and delegation) in its name and on its behalf and as its act and deed to execute, deliver and perfect any deed, agreement or other instrument and to do any act or thing:

- (a) which that Chargor is required to do by the terms of any Finance Document; and/or
- (b) which is for the purpose of enabling the exercise of any rights or powers conferred on the Security Trustee or any Receiver by any Finance Document or by law,

and each Chargor covenants with the Security Trustee and each Receiver to ratify and confirm all such acts or things made, done or executed by that attorney.

The power referred to in paragraph (a) above may be exercised at any time after the expiry of five days following the failure by the relevant Chargor to do that which it is required to do under the terms of this deed.

## 16. **ENFORCEMENT**

### 16.1 **Exercise of Enforcement Powers**

At any time after a Declared Default has occurred:

- (a) the security created by or pursuant to this deed is immediately enforceable;
- (b) the Security Trustee may enforce all or any part of the security and take possession of and hold, sell or otherwise dispose and/or deal with all or any part of the Charged Property; and
- (c) the Security Trustee may exercise the power of sale and all other rights and powers conferred by this deed or by statute (as varied or extended by this deed) on the Security Trustee or on a Receiver, irrespective of whether the Security Trustee has taken possession or appointed a Receiver of the Charged Property.

### 16.2 **Appointment of Receiver or Administrator**

- (a) Subject to paragraph (d) and (e) below, if:
  - (i) a Declared Default has occurred; or
  - (ii) so requested by the relevant Chargor,

the Security Trustee may by writing under hand appoint any person (or persons) to be a Receiver of all or any part of the Charged Property.
- (b) Section 109(1) of the Law of Property Act 1925 shall not apply to this deed.
- (c) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created by this deed.
- (d) The Security Trustee shall be entitled to appoint a Receiver save to the extent prohibited by section 72A of the Insolvency Act 1986.

- (e) A Receiver may not be appointed solely by reason of the obtaining of a moratorium under section 1A of the Insolvency Act 1986 in relation to a Chargor, or anything done with a view to obtaining such a moratorium.

### 16.3 **Appropriation**

- (a) In this deed, "**financial collateral**" has the meaning given to that term in the Financial Collateral Arrangements (No. 2) Regulations 2003.
- (b) If a Declared Default has occurred the Security Trustee may appropriate all or part of the financial collateral in or towards satisfaction of the Secured Obligations.
- (c) The Security Trustee must attribute a value to the appropriated financial collateral in a commercially reasonable manner.
- (d) Where the Security Trustee exercises its rights of appropriation and the value of the financial collateral appropriated differs from the amount of the Secured Obligations, as the case may be, either:
  - (i) the Security Trustee must account to the relevant Chargor for the amount by which the value of the appropriated financial collateral exceeds the Secured Obligations; or
  - (ii) the Chargors will remain liable to the Secured Parties for any amount whereby the value of the appropriated financial collateral is less than the Secured Obligations.

### 16.4 **Restriction on Withdrawal of Dealing Authority**

The Security Trustee shall not be entitled to give any notice referred to in paragraph 2(b) of the notice in the form of schedule 10 (Form of notice to Account Banks) unless and until a Declared Default has occurred or any of the circumstances described in clause 3.5 (Conversion of Floating Charge) or clause 3.6 (Automatic Conversion of Floating Charge) have arisen.

## 17. **EXTENSION AND VARIATION OF STATUTORY POWERS**

### 17.1 **Statutory Powers**

The powers conferred on mortgagees, receivers or administrative receivers by statute shall apply to the security created by this deed, unless they are expressly or impliedly excluded. If there is ambiguity or conflict between the powers conferred by statute and those contained in this deed, those contained in this deed shall prevail.

### 17.2 **Section 101 LPA Powers**

The power of sale and other powers conferred by section 101 of the Law of Property Act 1925 shall arise on the date of this deed and for that purpose the Secured Obligations are deemed to have fallen due on the date of this deed.

### 17.3 **Powers of Leasing**

The Security Trustee may lease, make agreements for leases at a premium or otherwise, accept surrenders of leases and grant options or vary or reduce any sum payable under any leases or tenancy agreements as it thinks fit, without the need to comply with any of the provisions of sections 99 and 100 of the Law of Property Act 1925.

#### 17.4 **Restrictions Disapplied**

The restrictions on the consolidation of mortgages and on exercise of the power of sale imposed by sections 93 and 103 respectively of the Law of Property Act 1925 shall not apply to the security constituted by this deed.

### 18. **STATUS, POWERS, REMOVAL AND REMUNERATION OF RECEIVER**

#### 18.1 **Receiver as Agent**

Each Receiver shall be the agent of the relevant Chargor which shall be solely responsible for his or her acts or defaults, and for his or her remuneration and expenses, and be liable on any agreements or engagements made or entered into by him or her. The Security Trustee will not be responsible for any misconduct, negligence or default of a Receiver.

#### 18.2 **Powers of Receiver**

Each Receiver appointed under this deed shall have all the powers conferred from time to time on receivers by the Law of Property Act 1925 and the Insolvency Act 1986 (each of which is deemed incorporated in this deed), so that the powers set out in schedule 1 and schedule 2 to the Insolvency Act 1986 shall extend to every Receiver, whether or not an administrative receiver. In addition, notwithstanding any liquidation of the relevant Chargor, each Receiver shall have power to:

- (a) develop, reconstruct, amalgamate or diversify any part of the business of the relevant Chargor;
- (b) enter into or cancel any contracts on any terms or conditions;
- (c) incur any liability on any terms, whether secured or unsecured, and whether to rank for payment in priority to this security or not;
- (d) let or lease or concur in letting or leasing, and vary the terms of, determine, surrender leases or tenancies of, or grant options and licences over, or otherwise deal with, all or any of the Charged Property, without being responsible for loss or damage;
- (e) establish subsidiaries to acquire interests in any of the Charged Property and/or arrange for those subsidiaries to trade or cease to trade and acquire any of the Charged Property on any terms and conditions;
- (f) make and effect all repairs, renewals and improvements to any of the Charged Property and maintain, renew, take out or increase insurances;
- (g) exercise all voting and other rights attaching to the Investments and stocks, shares and other securities owned by the relevant Chargor and comprised in the Charged Property;
- (h) redeem any prior Security on or relating to the Charged Property and settle and pass the accounts of the person entitled to that prior Security, so that any accounts so settled and passed shall (subject to any manifest error) be conclusive and binding on the relevant Chargor and the money so paid shall be deemed to be an expense properly incurred by the Receiver;
- (i) appoint and discharge officers and others for any of the purposes of this deed and/or to guard or protect the Charged Property upon terms as to remuneration or otherwise as he may think fit;



- (j) settle any claims, accounts, disputes, questions and demands with or by any person who is or claims to be a creditor of the relevant Chargor or relating to any of the Charged Property;
- (k) implement or continue the development of (and obtain all consents required in connection therewith) and/or complete any buildings or structures on any Property comprised in the Charged Property;
- (l) purchase or acquire any land or any interest in or right over land;
- (m) exercise on behalf of the relevant Chargor all the powers conferred on a landlord or a tenant by any legislation from time to time in force in any relevant jurisdiction relating to rents or agriculture in respect of any part of the Property; and
- (n) do all other acts and things (including signing and executing all documents and deeds) as the Receiver considers to be incidental or conducive to any of the matters or powers in this clause 18.2, or otherwise incidental or conducive to the preservation, improvement or realisation of the Charged Property, and use the name of the relevant Chargor for all such purposes,

and in each case may use the name of any Chargor and exercise the relevant power in any manner which he may think fit.

### **18.3 Removal of Receiver**

The Security Trustee may by notice remove from time to time any Receiver appointed by it (subject to the provisions of section 45 of the Insolvency Act 1986 in the case of an administrative receivership) and, whenever it may deem appropriate, appoint a new Receiver in the place of any Receiver whose appointment has terminated, for whatever reason.

### **18.4 Remuneration of Receiver**

The Security Trustee may from time to time fix the remuneration of any Receiver appointed by it. Sections 109(6) and (8) of the Law of Property Act 1925 shall not apply to a Receiver appointed under this deed.

### **18.5 Several Receivers**

If at any time there is more than one Receiver, each Receiver may separately exercise all of the powers conferred by this deed (unless the document appointing such Receiver states otherwise).

## **19. PROTECTION OF THIRD PARTIES**

### **19.1 No Obligation to Enquire**

No purchaser from, or other person dealing with, the Security Trustee, any Receiver or Delegate shall be obliged or concerned to enquire whether:

- (a) the right of the Security Trustee or any Receiver to exercise any of the powers conferred by this deed has arisen or become exercisable or as to the propriety or validity of the exercise or purported exercise of any such power; or
- (b) any of the Secured Obligations remain outstanding or be concerned with notice to the contrary and the title and position of such a purchaser or other person shall not be impeachable by reference to any of those matters.

## 19.2 **Receipt Conclusive**

The receipt of the Security Trustee or any Receiver shall be an absolute and a conclusive discharge to a purchaser, and shall relieve him of any obligation to see to the application of any moneys or other consideration paid to or by the direction of the Security Trustee or any Receiver.

## 20. **PROTECTION OF SECURITY TRUSTEE AND RECEIVER**

### 20.1 **Role of Security Trustee**

The provisions set out in clause 31 (The Security Trustee) of the Facility Agreement shall govern the rights, duties and obligations of the Security Trustee under this deed.

### 20.2 **Delegation**

The Security Trustee may delegate by power of attorney or in any other manner all or any of the powers, authorities and discretions which are for the time being exercisable by it under this deed to any person or persons upon such terms and conditions (including the power to sub-delegate) as it may think fit. The Security Trustee will not be liable or responsible to any Chargor or any other person for any losses arising from any act, default, omission or misconduct on the part of any Delegate.

### 20.3 **No Liability**

Neither the Security Trustee nor any Receiver or Delegate shall be liable in respect of any of the Charged Property or for any loss or damage which arises out of its own exercise or attempted or purported exercise of, its own powers, unless caused by its gross negligence or wilful misconduct.

### 20.4 **Possession of Charged Property**

The Security Trustee or any Delegate enters into possession of the Charged Property, it will not be liable to account as mortgagee in possession or heritable creditor in possession and may at any time at its discretion go out of such possession.

## 21. **APPLICATION OF ENFORCEMENT PROCEEDS**

### 21.1 **Order of Application**

All proceeds of enforcement (whether cash or non-cash) received or recovered by the Security Trustee or any Receiver pursuant to this deed shall (subject to the claims of any person having prior rights thereto) be applied in the order set out in clause 31.70 (Order of application) of the Facility Agreement notwithstanding any purported appropriation by any Chargor.

### 21.2 **Suspense Account**

- (a) Until the Secured Obligations are paid in full, each Secured Party may place and keep (to the extent possible and for such time as it shall determine) any recoveries or other proceeds of enforcement (whether cash or non-cash) received pursuant to this deed or otherwise on account of any Chargor's liability in respect of the Secured Obligations in an interest bearing separate suspense account, without having any obligation to apply all or any part of the same in or towards discharge of the Secured Obligations.
- (b) If the security created by this deed is enforced at a time when no amount is due under the Finance Documents but at the time when amounts may or will become

due, a Secured Party may pay any recoveries or other proceeds of enforcement into a suspense account.

## 22. **PROTECTION OF SECURITY**

### 22.1 **Continuing Security**

This security is to be a continuing security notwithstanding any intermediate payment or settlement of all or any part of the Secured Obligations or any other matter or thing.

### 22.2 **Other Security**

- (a) This security is to be in addition to and shall neither be merged in nor in any way exclude or prejudice or be affected by any other security or other right which the Security Trustee or any other Secured Party may now or after the date of this deed hold for any of the Secured Obligations.
- (b) This security may be enforced against each Chargor without first having recourse to any other rights of the Security Trustee or any other Secured Party.

### 22.3 **Cumulative Powers**

- (a) The powers which this deed confers on the Security Trustee, the other Secured Parties and any Receiver appointed under this deed are cumulative, without prejudice to their respective powers under the general law, and may be exercised as often as the relevant person thinks appropriate.
- (b) The Security Trustee, the other Secured Parties or the Receiver may, in connection with the exercise of their powers, join or concur with any person in any transaction, scheme or arrangement whatsoever.
- (c) The respective powers of the Security Trustee, the other Secured Parties and the Receiver will in no circumstances be suspended, waived or otherwise prejudiced by anything other than an express consent or amendment.

### 22.4 **Amounts Avoided**

If any amount paid by a Chargor in respect of the Secured Obligations is capable of being avoided or set aside on the liquidation or administration of the relevant Chargor or otherwise, then for the purposes of this deed that amount shall not be considered to have been paid.

### 22.5 **Discharge Conditional**

If any discharge, release or arrangement (whether in respect of the obligations of any Chargor or in respect of any security for those obligations or otherwise) is made by a Secured Party in whole or in part on the basis of any payment, security or other disposition which is avoided or must be restored in insolvency, liquidation, administration or otherwise, without limitation, then the liability of each Chargor under this deed will continue or be reinstated as if the discharge, release or arrangement had not occurred.

### 22.6 **Waiver of Defences**

The obligations of each Chargor under this deed will not be affected by an act, omission, matter or thing which, but for this provision, would reduce, release or prejudice any of its obligations under this deed (without limitation and whether or not known to it or any Secured Party) including:

- (a) any time, waiver or consent granted to, or composition with, any person;

- (b) the release of any person under the terms of any composition or arrangement;
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any person;
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any other person;
- (e) any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of a Finance Document or any other document or security;
- (f) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security; or
- (g) any insolvency or similar proceedings.

#### 22.7 **Non-competition**

Until all amounts which may be or become payable in respect of the Secured Obligations have been irrevocably paid in full and unless the Security Trustee otherwise directs, no Chargor will exercise any rights which it may have by reason of performance by it of its obligations under this deed or by reason of any amounts being payable, or liability arising under this deed:

- (a) to claim any right of indemnity or contribution in respect of any payment made or other satisfaction of that Chargor's liability under this deed;
- (b) to take the benefit (whether by way of subrogation or otherwise) of any rights of the Secured Parties under the Finance Documents; and/or
- (c) to claim or prove as a creditor of any Obligor in competition with any Secured Party.

Each Chargor shall hold any benefit, payment or distribution received by it contrary to this clause 22.7 (Non-competition) on trust for the Secured Parties and shall promptly pay or transfer the same to the Security Trustee or as the Security Trustee may direct for application in accordance with clause 21 (Application of Enforcement Proceeds).

#### 22.8 **Release of Right of Contribution**

If any Chargor (a "**Retiring Chargor**") ceases to be a Chargor in accordance with the terms of the Finance Documents for the purpose of any sale or other disposal of that Chargor, then on the date such Chargor ceases to be a Chargor:

- (a) that Chargor is released by each other Chargor from any liability (whether past, present or future and whether actual or contingent) to make a contribution to any other Chargor arising by reason of the performance by any other Chargor of its obligations under the Finance Documents; and
- (b) each other Chargor waives any rights it may have by reason of the performance of its obligations under the Finance Documents to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Secured Parties under any Finance Document or of any other security taken pursuant to, or in connection with, any Finance Document where such rights or security are granted by or in relation to the assets of the Retiring Chargor.

#### 22.9 **Subsequent Security - Ruling-off Accounts**

If the Security Trustee or any other Secured Party receives notice of any subsequent Security or other interest affecting any of the Charged Property (except as permitted by the Facility Agreement) it may open a new account for the relevant Chargor in its books. If it does not do so then (unless it gives express notice to the contrary to the relevant Chargor), as from the time it receives that notice, all payments made by the relevant Chargor to it shall (in the absence of any express appropriation to the contrary) be treated as having been credited to a new account of the relevant Chargor and not as having been applied in reduction of the Secured Obligations.

#### 22.10 **Redemption of Prior Charges**

The Security Trustee may, at any time after a Declared Default has occurred, redeem any prior Security on or relating to any of the Charged Property or procure the transfer of that Security to itself, and may settle and pass the accounts of any person entitled to that prior Security. Any account so settled and passed shall (subject to any manifest error) be conclusive and binding on each Chargor. Each Chargor will on demand pay to the Security Trustee all principal monies and interest and all losses incidental to any such redemption or transfer.

#### 23. **SET-OFF**

- (a) Any Secured Party may set off any matured obligation due from a Chargor under the Finance Documents (to the extent beneficially owned by that Secured Party) against any matured obligation owed by that Secured Party to that Chargor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Secured Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.
- (b) If the relevant obligation or liability of a Chargor is unliquidated or unascertained, the Secured Party may set-off the amount which it estimates (in good faith) will be the final amount of that obligation or liability once it becomes liquidated or ascertained.

#### 24. **CHANGES TO PARTIES**

##### 24.1 **Assignment by the Security Trustee**

The Security Trustee may at any time assign or otherwise transfer all or any part of its rights under this deed in accordance with the Finance Documents.

##### 24.2 **Changes to Parties**

Each Chargor authorises and agrees to changes to parties under clause 28 (Changes to the Lenders) and clause 29 (Changes to the Obligors) of the Facility Agreement, and authorises the Security Trustee to execute on its behalf any document required to effect the necessary transfer of rights or obligations contemplated by those provisions.

##### 24.3 **Consent of Chargors**

Each Chargor consents to the accession to this deed of additional Chargors and agrees that any such accession will in no way prejudice the Security granted by it, or affect the covenants given by it, in this deed.

25. **CURRENCY**

25.1 **Conversion**

All monies received or held by the Security Trustee or any Receiver under this deed may be converted into any other currency which the Security Trustee considers necessary to discharge any obligations and liabilities comprised in the Secured Obligations in that other currency at the Agent's spot rate of exchange.

25.2 **No Discharge**

No payment to the Security Trustee (whether under any judgment or court order or otherwise) shall discharge any obligation or liability in respect of which it was made unless and until the Security Trustee has received payment in full in the currency in which the obligation or liability is payable or, if the currency of payment is not specified, was incurred. To the extent that the amount of any such payment shall on actual conversion into that currency fall short of that obligation or liability expressed in that currency, the Security Trustee shall have a further separate cause of action in relation to the shortfall and shall be entitled to enforce the security constituted by this deed to recover that amount.

26. **MISCELLANEOUS**

26.1 **Certificates Conclusive**

A certificate or determination of the Security Trustee as to any amount or rate under this deed is, in the absence of manifest error, conclusive evidence of the matter to which it relates.

26.2 **Invalidity of any Provision**

If any provision of this deed is or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired in any way.

26.3 **Failure to Execute**

Failure by one or more parties ("**Non-Signatories**") to execute this deed on the date hereof will not invalidate the provisions of this deed as between the other parties who do execute this deed. Such Non-Signatories may execute this deed on a subsequent date and will thereupon become bound by its provisions.

26.4 **Covenant to Release**

Once all the Secured Obligations have been paid in full and none of the Security Trustee nor any Secured Party has any actual or contingent liability to advance further monies to, or incur liability on behalf of, any Obligor, the Security Trustee and each Secured Party shall, at the request and cost of each Chargor, take any action which is necessary to release the Charged Property from the security constituted by this deed.

27. **GOVERNING LAW AND JURISDICTION**

- (a) This deed and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English law.
- (b) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this deed (including a dispute regarding the existence, validity or termination of this deed or any non-contractual obligation arising out of or in connection with this deed) (a "**Dispute**").

- (c) The parties to this deed 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.

**IN WITNESS** whereof this deed has been duly executed and delivered on the above date first above written.

**SCHEDULE 1****Chargors**

<b>Name</b>	<b>Registered Number</b>
Finsbury Food Group Plc	00204368
Memory Lane Cakes Limited	03359828
Nicholas & Harris Limited	04636276
Fletchers Bakeries Limited	00249790
Fennel Acquisition Limited	05998318
Fletchers Bakeries Investments Limited	05998313
Johnstone's Food Service Limited	SC502469
Lightbody of Hamilton Limited	SC064691
Lightbody Group Limited	SC239942
Lightbody Holdings Limited	SC194711
Ultraparm Limited	01833984



**SCHEDULE 2****Property****Registered Land**

<b>Chargor</b>	<b>County District (or Borough)</b>	<b>Address or description</b>	<b>Title No</b>	<b>Nature of title</b>
Fletchers Bakeries Limited	Wadsley Bridge, Sheffield	freehold property known as land and buildings on the north east side of Clay Wheels Lane	SYK432315	Freehold
Memory Lane Cakes Limited	Cardiff	freehold property known as land and buildings on the north side of Maes Y Coed Road	WA288391	Freehold
Ultrapharm Limited	Torfaen	Omega 250, Mamhilad Technology Park	CYM121601	Freehold
Ultrapharm Limited	Torfaen	Plot C2, Mamhilad Technology Park	CYM637863	Freehold
Ultrapharm Limited	Torfaen	Access Road, Mamhilad Technology Park	CYM496015	Freehold

**SCHEDULE 3****Subsidiary Shares**

<b>Chargor</b>	<b>Subsidiary</b>	<b>Number and class of shares</b>	<b>Details of nominees (if any) holding legal title to shares</b>
Finsbury Food Group Plc	Memory Lane Cakes Limited	10,316 ordinary shares	
Finsbury Food Group Plc	Fennel Acquisition Limited	135,661 ordinary shares	
Fennel Acquisition Limited	Nicholas & Harris Limited	1 ordinary share	
Fennel Acquisition Limited	Fletchers Bakeries Investments Limited	87,000 ordinary shares	
Fletchers Bakeries Investments Limited	Fletchers Bakeries Limited	476,716 ordinary shares and 17,556 A ordinary shares	
Finsbury Food Group Plc	Lightbody Group Limited	86,580 ordinary shares	
Lightbody Group Limited	Lightbody Holdings Limited	125,000 ordinary shares	
Lightbody Holdings Limited	Lightbody of Hamilton Limited	250,000 ordinary shares	
Lightbody of Hamilton Limited	Johnstone's Food Service Limited	1 ordinary share	
Finsbury Food Group Plc	Ultraparm Limited	4,000 ordinary shares	
Ultraparm Limited	Lifestyle Healthcare Ltd	1 ordinary share	
Finsbury Food Group Plc	Lifestyle Healthcare Ltd	1 ordinary share	
Finsbury Food Group Plc	Finsbury General Partner Ltd	1 ordinary share	
Finsbury Food Group Plc	Finsbury Trustee Company Ltd	1 ordinary share	
Lightbody of Hamilton Limited	Lightbody Celebration Cakes Limited	100 ordinary shares	
Lightbody Holdings Limited	Lightbody-Stretz Limited	765 ordinary shares	

Nicholas & Harris Limited	Goswell Enterprises Limited	5,000 ordinary shares	
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**SCHEDULE 4****Part 1****Cash Collateral Accounts (Blocked)**

None as at the date of this deed.

**Part 2****Collection Accounts (Not blocked)**

<b>Chargor</b>	<b>Account Bank</b>	<b>Sort Code</b>	<b>Account Number</b>
Finsbury Food Group Plc	HSBC	■■■■■	■■■■■
Lightbody of Hamilton Limited	HSBC	■■■■■	■■■■■
Memory Lane Cakes Limited	HSBC	■■■■■	■■■■■
Finsbury Food Group Plc	HSBC	■■■■■	■■■■■
Fletchers Bakeries Limited	HSBC	■■■■■	■■■■■
Nicholas and Harris Limited	HSBC	■■■■■	■■■■■
Memory Lane Cakes Limited	HSBC	■■■■■	■■■■■
Nicholas and Harris Limited	HSBC	■■■■■	■■■■■
Lightbody of Hamilton Limited	HSBC	■■■■■	■■■■■
Finsbury Food Group Plc	HSBC	■■■■■	■■■■■
Fletchers Bakeries Limited	HSBC	■■■■■	■■■■■
Johnstone's Food Service Limited	HSBC	■■■■■	■■■■■
Finsbury Food Group Plc	HSBC	■■■■■	■■■■■
Memory Lane Cakes Limited	HSBC	■■■■■	■■■■■
Lightbody of Hamilton Limited	HSBC	■■■■■	■■■■■
Nicholas and Harris Limited	HSBC	■■■■■	■■■■■

Fletchers Bakeries Limited	HSBC	██████	██████
Ultraparm Limited	HSBC	██████	██████
Fletchers Bakeries Limited	Lloyds Bank	██████	██████
Fletchers Bakeries Limited	Lloyds Bank	██████	██████
Finsbury Food Group Plc	Lloyds Bank	██████	██████
Ultraparm Limited	National Westminster Bank	██████	██████
Ultraparm Limited	National Westminster Bank	██████	██████████████
Ultraparm Limited	National Westminster Bank	██████	██████
<b>Currency accounts</b>			
<b>Chargor</b>	<b>Account Bank</b>	<b>Sort Code</b>	<b>Account number</b>
Lightbody of Hamilton Limited	HSBC	██████	██████
Memory Lane Cakes Limited	HSBC	██████	██████
Finsbury Food Group	HSBC	██████	██████
Nicholas and Harris Limited	HSBC	██████	██████
Fletchers Bakeries Limited	HSBC	██████	██████
Ultraparm Limited	HSBC	██████	██████
Finsbury Food Group	HSBC	██████	██████
Finsbury Food Group	HSBC	██████	██████

**SCHEDULE 5**

**Assigned Agreements**

None as at the date of this deed.

## **SCHEDULE 6**

### **Hedging Agreements**

None as at the date of this deed.

**SCHEDULE 7****Intellectual property**

<b>Chargor</b>	<b>Description of IP</b>	<b>Registration number</b>
Finsbury Food Group Plc	Abra-Cake-Dabra	UK00003125585
Finsbury Food Group Plc	Bakersbox	UK00002627137
Finsbury Food Group Plc	Brondies	UK00003125576
Finsbury Food Group Plc	Cakeheroes.Com	UK00002638681
Finsbury Food Group Plc	Cakemonkey	UK00003155555
Finsbury Food Group Plc	Cakemonkey	UK00003090650
Lightbody of Hamilton Limited	Connie's Cakes	EU9071267
Finsbury Food Group Plc	Finsbury Foods	EU10987865
Lightbody of Hamilton Limited	Johnstone's Bakers	EU6595607
Lightbody of Hamilton Limited	Lightbody	85/892891
Finsbury Food Group Plc	Little Temptations	UK00003106625
Memory Lane Cakes Limited	Memory Lane	UK00001040247
Memory Lane Cakes Limited	Memory Lane	UK00002626266
Finsbury Food Group Plc	Pat-A-Cake	UK00003129130
Finsbury Food Group Plc	The Jolly Baker	EU011253771
Finsbury Food Group Plc	The Mixing BOWL Cakes Baked WithLove	UK00003092717
Finsbury Food Group Plc	BAKED... FEEL GOOD CAKE (Logo Mark)	UK00003761737
Finsbury Food Group Plc	BITESIZE MOMENTS, MADE SPECIAL	UK00003591043
Finsbury Food Group Plc	FINSBURY BAKES	UK00003269532
Finsbury Food Group Plc	FINSBURY BAKES	UK00917517715
Finsbury Food Group Plc	FINSBURY CAKES	UK00003343411
Finsbury Food Group Plc	FINSBURY CAKES	UK00917992604
Finsbury Food Group Plc	FINSBURY FOODS	UK00910987865
Finsbury Food Group Plc	LIVLIFE	UK00002641824
Finsbury Food Group Plc	LIVLIFE (Series of 3 Logo Marks)	UK00003703764
Finsbury Food Group Plc	The Jolly Baker	UK00911253771



Finsbury Food Group Plc	FINSBURY BAKES	EU017517715
Finsbury Food Group Plc	FINSBURY CAKES	EU017992604
Lightbody of Hamilton Limited	CONNIE'S CAKES	UK00909071267
Lightbody of Hamilton Limited	JOHNSTONE'S BAKERS	UK00906595607
Lightbody of Hamilton Limited	"LIGHTBODY"	UK00002022446
Nicholas & Harris Limited	get set	UK00003006496
Nicholas & Harris Limited	HONEST BREAD	UK00906007421
Nicholas & Harris Limited	HONEST BREAD	EU006007421
Ultrapharm Limited	Lifestyle HEALTHCARE LIMITED The Gluten-Free Bakers	UK00002155634

**SCHEDULE 8****Insurance Policies**

	<b>Policy</b>	<b>Insurer</b>	<b>Policy Number</b>	<b>Renewal date</b>
1.	Property/Business Interruption	Aviva Insurance Limited	100687231PML	1 July 2022
2.	Product Contamination	AXA XL	B080117411G21	1 July 2022
3.	Excess Property/Business Interruption (1 <sup>st</sup> layer)	NFU Mutual Insurance Limited	080X7280293	1 July 2022
4.	Excess Property/Business Interruption (2 <sup>nd</sup> Layer)	HDI Global Specialty SE – UK	B080116226RD21	1 July 2022
5.	Excess Property/Business Interruption (3 <sup>rd</sup> Layer)	QBE Europe	Y119373QBE0121A	1 July 2022
6.	Combining Engineering	Zurich Insurance plc	AD848803	1 July 2022

The insurance policy noted at row two above being hereafter referred to as the "**Product Contamination Policy**"

The insurance policy noted at row three above being hereafter referred to as the "**Excess Property/Business Interruption (1st layer) Policy**"

The insurance policy noted at row five above being hereafter referred to as the "**Excess Property/ Business Interruption (3rd Layer) Policy**"

## SCHEDULE 9

### Forms of notice to counterparties

#### Part 1

#### Form of notice to counterparties of Assigned Agreements/Hedging Agreements

To: **[insert name and address of counterparty]**

Dated: ●

Dear Sirs

**Re: [here identify the relevant Assigned Agreement/Hedging Agreement] (the "Agreement")**

We notify you that **[insert name of Chargor]** (the "**Chargor**") has assigned to **[insert name of Security Trustee]** (the "**Security Trustee**") for the benefit of itself and certain other parties (the "**Secured Parties**") all its right, title and interest in the Agreement as security for certain obligations owed by the Chargor and others to the Secured Parties.

We further notify you that:

1. the Chargor may not amend or terminate the Agreement without the prior written consent of the Security Trustee;
2. you may continue to deal with the Chargor in relation to the Agreement until you receive written notice to the contrary from the Security Trustee. Thereafter, the Chargor will cease to have any right to deal with you in relation to the Agreement and therefore from that time you should deal only with the Security Trustee;
3. you are authorised to disclose information in relation to the Agreement to the Security Trustee on request;
4. after receipt of written notice in accordance with paragraph 2 above, you must pay all monies to which the Chargor is entitled under the Agreement direct to the Security Trustee (and not to the Chargor) unless the Security Trustee otherwise agrees in writing; and
5. the provisions of this notice may only be revoked with the written consent of the Security Trustee.

Please sign and return the enclosed copy of this notice to the Security Trustee (with a copy to the Chargor) by way of confirmation that:

- (a) you agree to the terms set out in this notice and to act in accordance with its provisions;
- (b) [other than in respect of a notice dated 22 February 2018 from the Chargor giving notice that it has assigned to the Security Trustee (for the benefit of itself and certain other parties) all its right, title and interest in the benefits arising under the Agreement] you have not received notice that the Chargor has assigned or charged

its rights under the Agreement to a third party or created any other interest (whether by way of security or otherwise) in the Agreement in favour of a third party; and

- (c) you have not claimed or exercised, nor do you have any outstanding right to claim or exercise against the Chargor any right of set-off, counter-claim or other right relating to the Agreement.

The provisions of this notice are governed by English law.

Yours faithfully

.....  
**Name:**  
for and on behalf of  
***[insert name of Chargor]***

***[On acknowledgement copy]***

To: ***[insert name and address of Security Trustee]***

Copy to: ***[insert name and address of Chargor]***

We acknowledge receipt of the above notice and confirm the matters set out in paragraphs (a) to (c) above.

.....  
**Name:**  
for and on behalf of  
***[insert name of Counterparty]***

**Dated:** ●

## Part 2

### Form of notice to insurers

To: **[insert name and address of insurance company]**

Dated: ●

Dear Sirs

**Re: [here identify the relevant insurance policy(ies)] (the "Policies")**

We notify you that **[insert name of Chargor]** (the "**Chargor**") has assigned to **[insert name of Security Trustee]** (the "**Security Trustee**") for the benefit of itself and certain other parties (the "**Secured Parties**") all its right, title and interest in the benefits arising under the Policies (including rights of recovery and proceeds) as security for certain obligations owed by the Chargor and others to the Secured Parties. The Chargor remains the insured person under the Policies.

We further notify you that:

1. the Chargor may not amend or terminate the Policies without the prior written consent of the Security Trustee;
2. you may continue to deal with the Chargor in relation to the Policies until you receive written notice to the contrary from the Security Trustee. Thereafter, the Chargor will cease to have any right to deal with you in relation to the Policies and therefore from that time you should deal only with the Security Trustee;
3. you are authorised to disclose information in relation to the Policies to the Security Trustee on request; and
4. the provisions of this notice may only be revoked with the written consent of the Security Trustee.

Please sign and return the enclosed copy of this notice to the Security Trustee (with a copy to the Chargor) by way of confirmation that:

- (a) you agree to act in accordance with the provisions of this notice;
- (b) you have noted the Security Trustee's interest on the Policies;
- (c) after receipt of written notice in accordance with paragraph 2 above, you will pay all monies to which the Chargor is entitled under the Policies direct to the Security Trustee (and not to the Chargor) unless the Security Trustee otherwise agrees in writing;
- (d) you will not cancel or otherwise allow the Policies to lapse without giving the Security Trustee not less than 14 days' written notice;
- (e) [other than in respect of a notice dated 22 February 2018 from the Chargor giving notice that it has assigned to the Security Trustee (for the benefit of itself and certain other parties) all its right, title and interest in the benefits arising under the Policies] you have not received notice that the Chargor has assigned or charged its rights under the Policies to a third party or created any other interest (whether by way of security or otherwise) in the Policies in favour of a third party; and

- (f) you have not claimed or exercised nor do you have any outstanding right to claim or exercise against the Chargor, any right of set-off, counter-claim or other right relating to the Policies.

The provisions of this notice are governed by English law.

Yours faithfully

.....

**Name:**

for and on behalf of

**[insert name of Chargor]**

**[On acknowledgement copy]**

To: **[insert name and address of Security Trustee]**

Copy to: **[insert name and address of Chargor]**

We acknowledge receipt of the above notice and confirm the matters set out in paragraphs (a) to (f) above.

.....

**Name:**

for and on behalf of

**[insert name of insurance company]**

Dated: ●

**SCHEDULE 10****Form of notice to Account Banks**

To: **[insert name and address of Account Bank]** (the "**Account Bank**")

Dated: ●

Dear Sirs

**Re: [Name of Chargor] - Security over Bank Accounts**

We notify you that **[Name of Chargor]** (the "**Customer**") has charged in favour of **[insert name of Security Trustee]** (the "**Security Trustee**") for the benefit of itself and certain other parties all of its right, title and interest in and to the monies from time to time standing to the credit of the accounts identified in the schedule to this notice (the "**Charged Accounts**") and to all interest (if any) accruing on the Charged Accounts.

1. We irrevocably authorise and instruct you:
  - (a) to hold all monies from time to time standing to the credit of the Charged Accounts to the order of the Security Trustee and to pay all or any part of those monies to the Security Trustee (or as it may direct) promptly following receipt of written instructions from the Security Trustee to that effect; and
  - (b) to disclose to the Security Trustee any information relating to the Customer and the Charged Accounts which the Security Trustee may from time to time request you to provide.
2. We also advise you that:
  - (a) the Security Trustee will have sole signing rights to the Blocked Accounts and therefore the Customer may not withdraw any monies from the Charged Accounts designated as "Blocked" in the schedule below without first having obtained the prior written consent of the Security Trustee;
  - (b) by counter-signing this notice the Security Trustee confirms that the Customer may make withdrawals from the Charged Accounts designated as "Not blocked" in the schedule below until such time as the Security Trustee shall notify you in writing that their permission is withdrawn. That permission may be withdrawn or modified by the Security Trustee in its absolute discretion at any time; and
  - (c) the provisions of this notice may only be revoked or varied with the prior written consent of the Security Trustee.
3. Please sign and return the enclosed copy of this notice to the Security Trustee by way of your confirmation that:
  - (a) you agree to act in accordance with the provisions of this notice;
  - (b) [other than in respect of a notice dated 22 February 2018 from the Chargor giving notice that it has assigned to the Security Trustee (for the benefit of itself and certain other parties) all its right, title and interest in the benefits arising under the Charged Accounts] you have not received notice that the Customer has assigned or charged

its rights to the monies standing to the credit of the Charged Accounts or otherwise granted any security or other interest over those monies in favour of any third party;

- (c) you will not exercise any right to combine accounts or any rights of set-off or lien or any similar rights in relation to the monies standing to the credit of the Charged Accounts, except for the netting of credit and debit balances pursuant to current account netting arrangements previously approved in writing by the Security Trustee; and
- (d) you have not claimed or exercised, nor do you have outstanding any right to claim or exercise against the Customer, any right of set-off, counter-claim or other right relating to the Charged Accounts.

The provisions of this notice are governed by English law.

**Schedule**

Customer	Account Number	Sort Code	Status
●	●	●	[Blocked][Not blocked]



Yours faithfully,

.....  
**Name:**  
for and on behalf of  
[*Name of Chargor*]

We acknowledge receipt of the above notice and confirm the matters set out in paragraphs (a) to (d) above.

.....  
**Name:**  
for and on behalf of  
[*Insert name of Account Bank*]

Dated:                   ●

## SCHEDULE 11

### Form of Security Accession Deed

**[THIS INSTRUMENT MUST BE REGISTERED AT THE COMPANIES REGISTRY  
CONSIDER OTHER NECESSARY FILINGS]**

**THIS SECURITY ACCESSION DEED** is made on ●

#### **BETWEEN:**

- (1) ● (a company incorporated in [●] with registered number ●) (the "**New Chargor**"); and
- (2) ● as security trustee for itself and the other Secured Parties (the "**Security Trustee**").

#### **RECITAL:**

This deed is supplemental to a debenture dated ● between, inter alia, the Chargors named therein and the Security Trustee, as previously supplemented and amended by earlier Security Accession Deeds (if any) (the "**Debenture**").

**NOW THIS DEED WITNESSES** as follows:

#### **1. INTERPRETATION**

##### **1.1 Definitions**

Terms defined in the Debenture have the same meaning when used in this deed.

##### **1.2 Construction**

Clause 1.2 (Construction) of the Debenture will be deemed to be set out in full in this deed, but as if references in that clause to the Debenture were references to this deed.

#### **2. ACCESSION OF NEW CHARGOR**

##### **2.1 Accession**

The New Chargor agrees to be a Chargor for the purposes of the Debenture with immediate effect and agrees to be bound by all of the terms of the Debenture as if it had originally been a party to it as a Chargor.

##### **2.2 Covenant to Pay**

The New Chargor as primary obligor covenants with the Security Trustee (for the benefit of itself and the other Secured Parties) that it will pay on demand the Secured Obligations when they fall due for payment.

##### **2.3 Fixed Charges**

The New Chargor, as security for the payment and discharge of the Secured Obligations, charges in favour of the Security Trustee with full title guarantee all of its right, title and interest in the following assets, both present and future, from time to time owned by it or in which it has an interest and, in each case, all Related Rights:

- (a) by way of legal mortgage, all Material Real Property located in England and Wales (including as specified in schedule 1 (Property)); and
- (b) by way of fixed charge:

- (i) all other interests (not effectively charged under clause 2.3(a)) in the Property located in England and Wales;
- (ii) all Subsidiary Shares (including as specified in schedule 2 (Subsidiary Shares));
- (iii) all Investments (other than the Subsidiary Shares);
- (iv) all Cash Collateral Accounts (including as specified in schedule 3 (Cash Collateral Accounts (Blocked)));
- (v) all Intellectual Property (including as specified in schedule 4 (Intellectual Property));
- (vi) its goodwill and uncalled capital; and
- (vii) to the extent not effectively assigned by clause 3.2 (Security Assignment):
  - (A) the Assigned Agreements;
  - (B) the Insurances; and
  - (C) the Hedging Agreements.

#### 2.4 **Security Assignment**

As further security for the payment and discharge of the Secured Obligations, the New Chargor assigns absolutely with full title guarantee in favour of the Security Trustee all its right, title and interest in the following assets, both present and future, and in each case, all Related Rights:

- (a) the Assigned Agreements (including as specified in schedule 5 (Assigned Agreements));
- (b) the Insurances (including as specified in schedule 7 (Insurance Policies)); and
- (c) the Hedging Agreements,

provided that on payment or discharge in full of the Secured Obligations the Security Trustee will at the request and cost of the New Chargor re-assign the relevant rights, title and interest in the assigned assets to the New Chargor (or as it shall direct).

#### 2.5 **Fixed Security**

Clause 3.1 (Fixed Charges) and clause 3.2 (Security Assignment) shall be construed as creating a separate and distinct mortgage, fixed charge or security assignment over each relevant asset within any particular class of assets specified in this deed. Any failure to create effective fixed security (for whatever reason) over an asset shall not affect the fixed nature of the security on any other asset, whether within the same class of assets or not.

#### 2.6 **Floating Charge**

As further security for the payment and discharge of the Secured Obligations, the New Chargor charges with full title guarantee or absolute warrandice in respect of Scottish Assets in favour of the Security Trustee by way of floating charge (i) all its assets, both present and future, not effectively charged by way of fixed charge under clause 3.1 (Fixed Charges) or assigned under clause 3.2 (Security Assignment) and, in each case, all Related Rights, and (ii) all its present and future Scottish Assets whether or not effectively charged by way of fixed charge under clause 2.3 (Fixed Charge) or clause 2.4 (Security Assignment).

3. **INCORPORATION INTO DEBENTURE**

The Debenture and this deed shall be read together as one instrument on the basis that references in the Debenture to "this deed" will be deemed to include this deed.

4. **NOTICES**

The New Chargor confirms that its address details for notices in relation to clause [25] (Notices) of the Debenture are as follows:

Address: ●

Facsimile: ●

Attention: ●

5. **LAW**

This deed and any dispute, controversy, proceedings or claims of whatever nature arising out of or in any way relating to this deed (including any non-contractual disputes or claims) shall be governed by, and construed in accordance with, English law.

**IN WITNESS** whereof this deed has been duly executed and delivered on the date first above written.

**SCHEDULE 1**

**Freehold and Leasehold Property**

**SCHEDULE 2**

**Subsidiary Shares**

**SCHEDULE 3**

**Cash Collateral Accounts (Blocked)**

**Collection Accounts (Not blocked)**

**SCHEDULE 4**

**Intellectual Property**

**SCHEDULE 5**

**Assigned Agreements**

**SCHEDULE 6**

**Hedging Agreements**

**SCHEDULE 7**

**Insurance Policies**

SIGNATORIES TO DEED OF ACCESSION

New Chargor

Executed as a deed by [*insert name in bold and upper case*]: )  
)  
)  
)

Director .....  
Name:

Director/Secretary .....  
Name:

OR

Executed as a deed by )  
[*insert name of company in bold and upper case*]: )  
)  
)

Signature of director .....

Name of director .....

Signature of witness .....

Name of witness .....

Address of witness .....

.....

.....

Occupation of witness .....

Notice Details

Address:

Facsimile:

Attention:

**The Security Trustee**

Signed for and on behalf of [*insert*  
*name of Security Trustee in bold*  
*and upper case*]:  
)  
)  
)  
)

.....  
Name:

**Notice Details**

Address:

Facsimile:  
Attention:

SIGNATORIES TO DEBENTURE

Chargors

Executed as a deed by )  
FINSBURY FOOD GROUP PLC )  
 )  
 )

Signature of director .....  
Stephen Boyd

Name of director .....

Signature of witness .....  
Nicola Boyd

Name of witness .....

Address of witness .....  
.....  
.....  
.....

Occupation of witness .....

Notice Details

Address: Maes Y Coed Road  
Cardiff  
CF14 4XR

Email: info@finsburyfoods.co.uk  
Attention: Steve Boyd



Executed as a deed by )  
**MEMORY LANE CAKES LIMITED** )  
 )  
 )

Signature of director	<div>DocuSigned by: [Redacted Signature]</div> <div>20FCD87A5837414C</div>
Name of director	Stephen Boyd
Signature of witness	<div>DocuSigned by: [Redacted Signature]</div> <div>E12BF4F0308243D</div>
Name of witness	Nicola Boyd
Address of witness	[Redacted Address] [Redacted Address] [Redacted Address]
Occupation of witness	[Redacted Occupation]

Notice Details

Address:   Maes Y Coed Road  
             Cardiff  
             CF14 4XR

Email:       info@finsburyfoods.co.uk

Attention:   Steve Boyd

Executed as a deed by )  
**NICHOLAS & HARRIS LIMITED** )  
 )  
 )

Signature of director

DocuSigned by:  
[Redacted Signature]

Name of director

Stephen Boyd

Signature of witness

DocuSigned by:  
[Redacted Signature]

Name of witness

Nicola Boyd

Address of witness

[Redacted Address]

[Redacted Address]

[Redacted Address]

Occupation of witness

[Redacted Occupation]

**Notice Details**

Address: Brunel House, Brunel Road  
Churchfields Industrial Estate  
Salisbury  
SP2 7PU

Email: enquiries@nicholasandharris.co.uk

Attention: Steve Boyd

Executed as a deed by )  
**FLETCHERS BAKERIES LIMITED** )  
 )  
 )

Signature of director

DocuSigned by:  
[Redacted Signature]

Name of director

Stephen Boyd

Signature of witness

DocuSigned by:  
[Redacted Signature]

Name of witness

Nicola Boyd

Address of witness

[Redacted Address]

[Redacted Address]

[Redacted Address]

Occupation of witness

[Redacted Occupation]

**Notice Details**

Address: Claywheels Lane  
Wadsley Bridge  
Sheffield  
S6 1LY

Email: info@finsburyfoods.co.uk

Attention: Steve Boyd

Executed as a deed by )  
**FENNEL ACQUISITION LIMITED** )  
 )  
 )

Signature of director	<div>DocuSigned by: [Redacted Signature]</div> <div>20FCD87A5837414C</div>
Name of director	Stephen Boyd
Signature of witness	<div>DocuSigned by: [Redacted Signature]</div> <div>E12BF4F0308243D</div>
Name of witness	Nicola Boyd
Address of witness	[Redacted Address]
	[Redacted Address]
	[Redacted Address]
Occupation of witness	[Redacted Occupation]

Notice Details

Address:   Maes Y Coed Road  
             Cardiff  
             CF14 4XR

Email:       info@finsburyfoods.co.uk

Attention:   Steve Boyd

Executed as a deed by )  
**FLETCHERS BAKERIES INVESTMENTS** )  
**LIMITED** )  
 )

Signature of director

DocuSigned by:  
[Redacted Signature]

Name of director

Stephen Boyd

Signature of witness

DocuSigned by:  
[Redacted Signature]

Name of witness

Nicola Boyd

Address of witness

[Redacted Address]

[Redacted Address]

[Redacted Address]

Occupation of witness

[Redacted Occupation]

**Notice Details**

Address: Claywheels Lane  
Wadsley Bridge  
Sheffield  
S6 1LY

Email: info@finsburyfoods.co.uk  
Attention: Steve Boyd

Executed as a deed by )  
**JOHNSTONE'S FOOD SERVICE** )  
**LIMITED** )  
 )

Signature of director/attorney ..... Stephen Boyd

Name of director/attorney ..... DocuSigned by: .....

Signature of witness ..... E12BFAF0308243D ..... Nicola Boyd

Name of witness ..... ..

Address of witness ..... ..

..... ..

Occupation of witness ..... ..

**Notice Details**

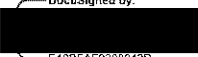
Address: 3 Redwood Place  
Peel Park Campus  
East Kilbride  
G74 5PB

Email: info@finsburyfoods.co.uk  
Attention: Steve Boyd

Executed as a deed by )  
**LIGHTBODY OF HAMILTON LIMITED** )  
 )  
 )

Signature of director/attorney 

Name of director/attorney Stephen Boyd

Signature of witness 

Name of witness Nicola Boyd

Address of witness 





Occupation of witness 

**Notice Details**

Address: 73 Bothwell Road  
Hamilton  
ML3 0DW

Email: info@finsburyfoods.co.uk  
Attention: Steve Boyd

Executed as a deed by )  
**LIGHTBODY GROUP LIMITED** )  
 )  
 )

Signature of director/attorney .....  
DocuSigned by: [Redacted Signature] E12BFAF0308243D

Name of director/attorney ..... Stephen Boyd

Signature of witness .....  
DocuSigned by: [Redacted Signature] E12BFAF0308243D

Name of witness ..... Nicola Boyd

Address of witness .....  
[Redacted Address Line 1]  
[Redacted Address Line 2]  
[Redacted Address Line 3]

Occupation of witness .....  
[Redacted Occupation]

**Notice Details**

Address: 73 Bothwell Road  
Hamilton  
ML3 0DW  
  
Email: info@finsburyfoods.co.uk  
Attention: Steve Boyd



Executed as a deed by )  
**LIGHTBODY HOLDINGS LIMITED** )  
 )  
 )

Signature of director/attorney .....  
Name of director/attorney ..... Stephen Boyd  
Signature of witness .....  
Name of witness ..... Nicola Boyd  
Address of witness .....  
.....  
.....  
Occupation of witness .....

**Notice Details**

Address: 73 Bothwell Road  
Hamilton  
ML3 0DW  
  
Email: info@finsburyfoods.co.uk  
Attention: Steve Boyd

Executed as a deed by )  
**ULTRAPHARM LIMITED** )  
 )  
 )

Signature of director/attorney .....  
Name of director/attorney ..... Stephen Boyd  
Signature of witness .....  
Name of witness ..... Nicola Boyd  
Address of witness .....  
.....  
.....  
Occupation of witness .....

**Notice Details**

Address: Mamihilad  
Pontypool  
NP4 0JJ  
  
Email: info@finsburyfoods.co.uk  
Attention: Steve Boyd

Security Trustee

Executed as a deed by )  
HBSC CORPORATE TRUSTEE )  
COMPANY (UK) LIMITED )  
)

Signature of director/attorney

DocuSigned by:  
[Redacted Signature]  
Charlotte Davidson, Attorney

Name of director/attorney

Signature of witness

DocuSigned by:  
[Redacted Signature]  
Nilesh Patel

Name of witness

Address of witness

[Redacted Address]  
[Redacted Address]  
[Redacted Address]  
Occupation of witness

Notice Details

Address: HSBC Corporate Trustee Company (UK) Limited  
Corporate Trust & Loan Agency  
Level 18  
8 Canada Square  
London  
E14 5HQ

Facsimile: +44 (0) 20 7991 4350  
Attention: CTLA Trustee Services Administration