



Registration of a Charge

Company Name: **ZWANENBERG FOOD GROUP UK LIMITED**

Company Number: **01032611**



Received for filing in Electronic Format on the: **28/02/2022**

XAYTH23D

Details of Charge

Date of creation: **25/02/2022**

Charge code: **0103 2611 0013**

Persons entitled: **RABO FACTORING B.V.**

Brief description:

Contains fixed charge(s).

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: **SQUIRE PATTON BOGGS (UK) LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1032611

Charge code: 0103 2611 0013

The Registrar of Companies for England and Wales hereby certifies that a charge dated 25th February 2022 and created by ZWANENBERG FOOD GROUP UK LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 28th February 2022 .

Given at Companies House, Cardiff on 2nd March 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**

DATED 25 February 2022

ZWANENBERG FOOD GROUP UK LIMITED (1)
and
MALTON FOODS LIMITED (2)
as Companies
and
RABO FACTORING B.V. (3)
as ABL Security Agent

SUPPLEMENTAL SECURITY AGREEMENT

Squire Patton Boggs (UK) LLP
Premier Place
2 & A Half Devonshire Square
London
EC2M 4UJ
United Kingdom
DX 136546 Bishopsgate 2

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Reference NAU.032-0004

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DATE OF SUPPLEMENTAL SECURITY AGREEMENT

25 February

2022**PARTIES**

- (1) **ZWANENBERG FOOD GROUP UK LIMITED**, a company registered in England and Wales (Company Number 01032611) whose registered office is at Station Road, Minsterley, Shrewsbury, Shropshire, SY5 0BD ("**ZFGUL**");
- (2) **MALTON FOODS LIMITED**, a company registered in England and Wales (Company Number 05504517) whose registered office is at Amotherby, Malton, Malton, North Yorkshire, YO17 6TQ ("**MFL**" and together with ZFGUL the "**Companies**" and each a "**Company**"); and
- (3) **RABO FACTORING B.V.**, a company registered in The Netherlands (Company Number 17046506) whose registered office is at Vestdijk 51, 5611 CA Eindhoven, The Netherlands for itself and in its capacity as security agent for the ABL Finance Parties (the "**ABL Security Agent**").

INTRODUCTION

- A The parties to this Deed have entered into an all assets debenture dated 5 July 2016 (as subsequently transferred from ABN AMRO Asset Based Finance N.V. to the ABL Security Agent) (the "**Original Debenture**") and a supplemental all assets debenture dated 15 February 2020 (the "**Supplemental Debenture**") in connection with an ABL facility agreement originally dated 17 June 2016 as varied, supplemented, amended and/or restated from time to time (including, without limitation, as amended and restated on 27 November 2020, as amended on 23 April 2021 and as amended and restated on or around the date of this Deed) between, among others, the Companies and the ABL Security Agent (the "**ABL Facility Agreement**").
- B The Companies and the ABL Security Agent have agreed to enter into this Deed as supplemental Security to the fixed charges over Receivables and the assignments of the Accounts given by the Companies under the Original Debenture, as supplemented by the Supplemental Debenture.
- C The Companies and the ABL Security Agent consider that the Security created by the Companies under the Original Debenture and the Supplemental Debenture secures payment of the Secured Obligations but enter into this Deed in case they do not.
- D This Deed is supplemental to the Original Debenture and the Supplemental Debenture.
- E The ABL Security Agent holds the security and the benefit of this Deed on trust for itself and the other ABL Finance Parties on the terms of this Deed, the Original Debenture, the Supplemental Debenture and the ABL Facility Agreement.

IT IS AGREED THAT:**1 DEFINITIONS AND INTERPRETATION**

- 1.1 Terms defined in the Original Debenture, the Supplemental Debenture or the ABL Facility Agreement have the same meaning when used in this Deed unless otherwise defined or the context otherwise requires.

1.2 In this Deed:

"ABL Facility Agreement" has the meaning given to it in recital A of this Deed.

"ABL Trigger" has the meaning given to it in the ABL Facility Agreement.

"Account Bank" means National Westminster Bank plc.

"Accounts" means together the following accounts:

- (a) an account in the name of MFL with IBAN: GB83NWBK60400532092644 and SWIFT: NWBKGB2L;
- (b) an account in the name of ZFGUL with IBAN: GB25NWBK60023576694593 and SWIFT: NWBKGB2L; and
- (c) an account in the name of ZFGUL with IBAN: GB47NWBK60023576694585 and SWIFT: NWBKGB2L.

"Existing Security" has the meaning given to it in clause 5.2 of this Deed.

"Original Debenture" has the meaning given to it in recital A of this Deed.

"Secured Assets" means all property and assets from time to time mortgaged, charged, assigned or pledged (or expressed to be mortgaged, charged, assigned or pledged) by, under or pursuant to this Deed.

"Secured Obligations" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or alone or in any other capacity whatsoever) of each ABL Obligor to any of the ABL Finance Parties under or pursuant to any ABL Finance Document.

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

"Security Period" means the period beginning on the date of this Deed and ending on the date on which:

- (a) all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full;
- (b) the ABL Facility Agreement has been terminated according to its terms; and
- (c) none of the ABL Finance Parties has any further commitment, obligation or liability under or pursuant to the ABL Finance Documents.

"Supplemental Debenture" has the meaning given to it in recital A of this Deed.

1.3 The provisions of clause 1.2 (*Construction*) of the ABL Facility Agreement shall apply to this Deed with such consequential changes as may be required.

- 1.4 Each of the charges in clause 2 (*Fixed Security*) and assignments in clause 3 (*Assignment*) over each category of the assets, each asset and each sub-category of each asset specified in such clause shall be read and construed separately, as though each such category, asset and sub-category were charged or assigned (as applicable) independently and separately of each other and shall apply to both present and future assets.

2 FIXED SECURITY

Each Company, with full title guarantee and as continuing Security for the payment and discharge of the Secured Obligations, charges in favour of the ABL Security Agent by way of first fixed charge all the Company's present and future right, title and interest in and to and the benefit of:

- (a) the Accounts and all monies standing to the credit of the Accounts and the debts represented by them; and
- (b) each Receivable and all its related rights to the extent not effectively charged by way of a fixed charge under the Original Debenture, as supplemented by the Supplemental Debenture.

3 ASSIGNMENT

- 3.1 Each Company assigns to the ABL Security Agent with full title guarantee as continuing Security for the payment and discharge of the Secured Obligations all of its rights to and title and interest from time to time in the Accounts and all amounts standing to the credit of the Accounts, to the extent not effectively charged pursuant to clause 2 (*Fixed Security*).
- 3.2 Each Company shall give notice on the date of this Deed to the Account Bank substantially in the form set out in Schedule 1 (*Form of notice and acknowledgment of charge and/or assignment*) and shall use all reasonable endeavours to obtain an acknowledgment from the Account Bank substantially in the form set out in Schedule 1 (*Form of notice and acknowledgment of charge and/or assignment*) (or such other form as may be agreed by the ABL Security Agent in writing).

4 UNDERTAKINGS

4.1 Negative Pledge and Disposals

Neither Company will:

- (a) create or permit to subsist any Security over all or any of the Secured Assets other than:
 - (i) Security constituted by or created pursuant to this Deed, the Original Debenture, the Supplemental Debenture and any of the other ABL Finance Documents; and
 - (ii) other Security expressly permitted under the terms of the ABL Finance Documents or by the ABL Security Agent in writing; or

- (b) dispose of any of the Secured Assets except to the extent and in the manner expressly permitted under the ABL Finance Documents or by the ABL Security Agent in writing.

4.2 Accounts

Each Company shall:

- (a) maintain the Accounts until the date falling 120 days after the Termination Date;
- (b) following the occurrence of an ABL Trigger, not withdraw any amount standing to the credit of the Accounts or take any other action with respect to the Accounts (including, without limitation, giving any instructions to the Account Bank with respect to the Accounts or any amounts standing to the credit of the Accounts), other than as expressly permitted or required under the ABL Finance Documents or as otherwise expressly required to do so by the ABL Security Agent;
- (c) execute all deeds and documents and do all other acts and things reasonably required by the ABL Security Agent in connection with the Security over the Accounts; and
- (d) during the Security Period, not take any action, claim or proceedings against the ABL Security Agent or any other party for the return or payment to any person of the whole or any part of any amount standing to the credit of the Accounts.

5 ORIGINAL DEBENTURE AND SUPPLEMENTAL DEBENTURE

- 5.1 To the extent not set out in this Deed, the provisions of the Original Debenture and the Supplemental Debenture shall apply to this Deed and the Original Debenture, the Supplemental Debenture and this Deed shall be read and construed as one to the extent that references in the Original Debenture and the Supplemental Debenture to "this Deed" shall be deemed to include this Deed.
- 5.2 The parties to this Deed acknowledge and agree that the Companies enter into this Deed in addition to, and without prejudice to, the Original Debenture and the Supplemental Debenture.
- 5.3 The Security created over the Accounts and each Receivable and all its related rights in this Deed are supplemental to the Security created by each Company over the Accounts and each Receivable and all its related rights pursuant to the terms of the Original Debenture, as supplemented by the Supplemental Debenture (the "**Existing Security**").
- 5.4 Each Company declares, confirms and agrees that:
 - (a) the Existing Security is preserved and remains in full force and effect as continuing Security for the Secured Obligations;
 - (b) the Existing Security extends to the obligations under the ABL Finance Documents (including the ABL Facility Agreement as amended and restated

on or around the date of this Deed, any new ABL Finance Document and any new or amended obligation under any ABL Finance Document); and

- (c) the obligations under the ABL Facility Agreement as amended and restated on or around the date of this Deed and any new or amended ABL Finance Document are included in the Secured Obligations (as defined in the Original Debenture and the Supplemental Debenture).

6 COUNTERPARTS

- 6.1 This Deed may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed. Transmission of an executed counterpart of this Deed by e-mail or by using a web-based e-signature platform shall constitute effective delivery of that counterpart. This Deed is intended to take effect as a deed notwithstanding that the ABL Security Agent may have executed it under hand only.
- 6.2 This Deed is intended to be a deed even if either party's execution is not in accordance with the formalities required for the execution of deeds. This Deed shall take effect and be delivered as a deed on the date on which it is stated to be made.

7 GOVERNING LAW

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.

8 ENFORCEMENT

- 8.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligations arising out of or in connection with this Deed) (a "**Dispute**").
- 8.2 The parties of this Deed agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party to this Deed will argue to the contrary.
- 8.3 Notwithstanding clause 8.1 above, no ABL Finance Party shall be prevented from taking proceedings relating to a Dispute in any other court with jurisdiction. To the extent allowed by law, the ABL Finance Parties may take concurrent proceedings in any number of jurisdictions.

This Deed has been entered into as a deed on the date stated at the beginning of this Deed.

SCHEDULE 1**Form of notice and acknowledgment of charge and/or assignment**

To: National Westminster Bank plc

.....2022

Dear Sirs

We hereby give you notice that pursuant to a supplemental security agreement dated on or around the date hereof (the "**Supplemental Security Agreement**") we have charged and/or assigned to Rabo Factoring B.V. (as trustee for itself and the other ABL Finance Parties referred to in the Supplemental Security Agreement, the "**ABL Security Agent**") all of our rights, title, interests and benefits in, to or in respect of accounts GB83NWBK60400532092644, GB25NWBK60023576694593 and GB47NWBK60023576694585 maintained with you (including any renewal or redesignation thereof) (the "**Accounts**") and all monies standing to the credit of those Accounts from time to time.

We refer to the notice of charge and/or assignment dated on or around 13 February 2020 given by us to you in relation to the Accounts (the "**Original Notice**"). To the extent there is any conflict between the terms of this notice and the Original Notice, the terms of this notice shall prevail.

We are permitted to withdraw any amount from the Accounts unless and until you receive a written notice from the ABL Security Agent to the contrary stating that an ABL Trigger has occurred and is continuing and that we are no longer permitted to withdraw any amount from the Accounts (the "**ABL Trigger Notice**").

With effect from the date of your receipt of the ABL Trigger Notice we hereby instruct you that:

- (a) any existing payment instructions affecting the Accounts are to be terminated and all payments and communications in respect of the Accounts should be made only to the ABL Security Agent or to its order (with a copy to ourselves); and
- (b) all rights, interests and benefits whatsoever accruing to or arising from the Accounts shall be exercisable by and shall belong to the ABL Security Agent.

Please acknowledge receipt of this notice by signing and dating the acknowledgement printed on the enclosed copy of this notice and returning it to the ABL Security Agent.

Yours faithfully

.....

for and on behalf of
Zwanenberg Food Group UK Limited

.....

for and on behalf of
Malton Foods Limited

[To be printed only on copy of the notice of charge and/or assignment given]

To: Rabo Factoring B.V.
as the ABL Security Agent

Dear Sirs

We hereby acknowledge receipt of a notice in the terms set out above (the "**Notice**").

We confirm that:

- (a) in the event of any conflict between the terms of the Notice and the Original Notice (as defined in the Notice), the terms of the Notice shall prevail;
- (b) no fees or periodic charges are payable in respect of the Accounts and there are no restrictions on (i) the payment of the credit balance on the Accounts or (ii) the assignment and/or charge of the Accounts to the ABL Security Agent or any third party;
- (c) we have not received notice of any other charge and/or assignment of, charge over or trust or other third party interests in respect of the Accounts and we will not, without the ABL Security Agent's consent (i) exercise any right of combination, consolidation or set-off which we may have in respect of the Accounts or (ii) amend or vary any rights attaching to the Accounts; and
- (d) we will act only in accordance with the instructions given by the ABL Security Agent or persons authorised by the ABL Security Agent and we shall send all statements and other notices given by us relating to the Accounts to the ABL Security Agent.

Yours faithfully

.....

For and on behalf of **National Westminster Bank plc**

By:

Date:

EXECUTION PAGES

The Companies

ZFGUL

EXECUTED and delivered as a deed by)
ZWANENBERG FOOD GROUP UK)
LIMITED acting by a director, in the)
presence of:)

.....
Director

Signature of Witness:

Name:

G.G.M.C. Gerritse

Occupation:

CFO

Address:

MFL

EXECUTED and delivered as a deed by)
MALTON FOODS LIMITED acting by a)
director, in the presence of:)
)

.....
Director

Signature of Witness:

Name:

G.G.M.C. Gerritse

Occupation:

CFO

Address:

The ABL Security Agent

EXECUTED and delivered as a deed by)
RABO FACTORING B.V. (for itself and in)
its capacity as the ABL Security Agent for)
the ABL Finance Parties) acting by two)
authorised signatories)


..... D.T.E. Hijdra, Head of Commercial Products and Services

Authorised Signatory


J.B.P.M. Klerks
Manager Rabo Lease en Factoring

.....
Authorised Signatory