



Registration of a Charge

Company Name: **NAKED FOODS LIMITED**

Company Number: **03924935**



XCURQQPV

Received for filing in Electronic Format on the: **15/01/2024**

Details of Charge

Date of creation: **12/01/2024**

Charge code: **0392 4935 0003**

Persons entitled: **LLOYDS BANK PLC AS SECURITY AGENT**

Brief description:

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S. 859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **CLIFFORD CHANCE LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3924935

Charge code: 0392 4935 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 12th January 2024 and created by NAKED FOODS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 15th January 2024 .

Given at Companies House, Cardiff on 16th January 2024

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

DATED 12 JANUARY 2024

THE ENTITIES LISTED IN
SCHEDULE 1 (*ADDITIONAL CHARGORS*)
AS ADDITIONAL CHARGORS

IN FAVOUR OF

LLOYDS BANK PLC
AS SECURITY AGENT

SECURITY ACCESSION DEED

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THIS SECURITY ACCESSION DEED (the "**Security Accession Deed**") is made on 12 January 2024

BETWEEN:

- (1) The entities listed in Schedule 1 (*Additional Chargors*) (the "**Additional Chargors**");
- (2) **FF MEADOW HOLDCO LIMITED** (registered in England and Wales with company registration number 15291982) (the "**Parent**"); and
- (3) **LLOYDS BANK PLC** as trustee for each of the Secured Parties (the "**Security Agent**").

RECITALS:

- (A) Each Additional Chargor has agreed to enter into this Security Accession Deed and to become a Chargor under a debenture dated 27 November 2023 between FF Meadow Holdco Limited and FF Meadow Bidco Limited as Original Chargors and the Security Agent (the "**Debenture**").
- (B) This Security Accession Deed is supplemental to the Debenture.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

- (a) "**Real Property**" means all freehold and leasehold property specified in Schedule 3 (*Property*) of this Security Accession Deed and all freehold and leasehold property from time to time owned by the Additional Chargors or in which the Additional Chargors are otherwise interested and shall include:
 - (i) the proceeds of sale of all or any part of such property;
 - (ii) all rights, benefits, privileges, warranties, covenants, easements, appurtenances and licences relating to such property;
 - (iii) all money received by or payable to the Additional Chargors in respect of such property; and
 - (iv) all buildings, fixtures and fittings from time to time on such property.
- (b) Unless defined in this Security Accession Deed, or the context otherwise requires, a term defined in or incorporated by reference into the Debenture has the same meaning in this Security Accession Deed, or in any notice given under or in connection with this Security Accession Deed.

1.2 Interpretation and construction

- (a) Clause 1.2 (*Construction*), Clause 1.3 (*Other References*), Clause 1.4 (*Incorporation by reference*) and Clause 1.5 (*Third party rights*) to Clause 1.12

(Security Agent assumes no obligation) (inclusive) of the Debenture are deemed to form part of this Security Accession Deed as if expressly incorporated into it and as if all references in those clauses to the Debenture were references to this Security Accession Deed.

- (b) All the provisions contained in the Debenture in relation to the Security created by it and all the powers and rights conferred on the Security Agent and any Receiver in relation to the Security created by the Debenture shall extend and apply to the Security created by this Security Accession Deed.
- (c) The Debenture and this Security Accession Deed shall be read together and construed as one instrument.
- (d) This Security Accession Deed is a Finance Document.

2. ACCESSION OF ADDITIONAL CHARGORS

2.1 Accession

With effect from the date of this Security Accession Deed, each Additional Chargor:

- (a) agrees to be a party to the Debenture as a Chargor; and
- (b) agrees to be bound by all the terms of the Debenture which are expressed to be binding on a Chargor as if it had originally been a party to it as a Chargor (but so that the Security created by virtue of this deed shall be created on the date of this Security Accession Deed).

2.2 Consent of existing Chargors

The Parent agrees and consents, for itself and on behalf of each of the other existing Chargors, to the terms of this Security Accession Deed and further agrees that its execution shall not, in any way, prejudice or affect the Security granted by each of the existing Chargors pursuant to (and the covenants given by each of them in) the Debenture or any other Security Accession Deed.

2.3 Covenant to pay

Each Additional Chargor covenants with the Security Agent (for the benefit of itself and the other Secured Parties) that it will on demand pay, discharge and satisfy the Secured Obligations when they fall due for payment.

2.4 Third party consent

- (a) Meadow Foods Limited shall use its reasonable endeavours to obtain consent from the relevant landlord to create Security in favour of the Security Agent over the leasehold properties it owns, such leasehold properties as identified and set out in sub-paragraph (b) below, and shall promptly upon receiving such consent:
 - (i) notify the Security Agent of receiving such consent;

- (ii) enter into a supplemental mortgage substantially in the form of the property charging provisions in the Security Accession Deed, with any further changes to be agreed between the parties acting reasonably; and
 - (iii) register the supplemental mortgage with the Land Registry against the leasehold properties as identified and set out in sub-paragraph (b) below.
- (b) For the purposes of this Clause 2.4, the leasehold properties are as follows:

Name of Chargor	Property Description	Title Number
Meadow Foods Limited	The land and buildings on the south side of Lache Lane, Chester	CH442886 and CH442887
Meadow Foods Limited	Property at Rough Hill, Marlston- cum- Lache held under a lease dated 8 September 2016 between (1) Philip Edward Collier and Paul Neil Horrocks and (2) Meadow Foods Limited	CH652852
Meadow Foods Limited	Ground Floor Offices, Rough Hill, Marlston Cum Lache, Chester held under a lease dated 8 September 2016 between (1) Gaerwen Properties Limited and (2) Meadow Foods Limited	CH663778
Meadow Foods Limited	Ground Floor Offices, Rough Hill, Marlston Cum Lache, Chester held under a lease dated 8 September 2016 between (1) Gaerwen Properties Limited and (2)	CH661305

Meadow Foods
Limited

3. CHARGING PROVISIONS

3.1 Fixed Charges

Subject to Clause 1.6 (*Excluded Assets*) of the Debenture, each Additional Chargor charges, as continuing security for the payment of the Secured Obligations, charges in favour of the Security Agent with full title guarantee the following assets, both present and future, from time to time owned by it or in which it has an interest by way of first fixed charge and, in the case of the charge over the Real Property, such charge being by way of first legal mortgage:

- (a) all of its rights, title and interest in the Material Intellectual Property and all Related Rights;
- (b) all of its rights, title and interest in the Real Property and all Related Rights;
- (c) all of its rights, title and interest in the Equipment and all Related Rights;
- (d) all of its rights, title and interest in the Investments, the Shares, all dividends, interest and other monies payable in respect of those Shares and Investments and all Related Rights (whether derived by way of redemption, bonus, references, substitution, conversion, compensation or otherwise);
- (e) all of its rights, title and interest in the Trading Receivables, all rights and claims against third parties and against any security in respect of those Trading Receivables and all Related Rights;
- (f) all of its rights, title and interest in the Other Debts, all rights and claims against third parties against any security in respect of those Other Debts and all Related Rights;
- (g) all monies standing to the credit of the Accounts and all of its rights, title and interest in relation to those Accounts and all Related Rights;
- (h) all of its rights, title and interest in any contract or agreement to which the relevant Chargor is a party (except for the Assigned Agreements) and all Related Rights;
- (i) the benefit of all licences, consents and agreements held by it in connection with the use of any of its assets;
- (j) its goodwill and uncalled capital; and
- (k) if not effectively assigned by Clause 3.2 (*Security Assignment*) below, all its rights, title and interest in (and claims under) the Insurance Policies and the Assigned Agreements,

provided that nothing in this Clause 3.1 shall affect the operation of any contractual netting, close-out netting or set-off under any agreement governing a Permitted Hedging Transaction.

3.2 Security Assignment

Subject to Clause 1.6 (*Excluded Assets*) of the Debenture, as further continuing security for the payment of the Secured Obligations, each Additional Chargor assigns absolutely with full title guarantee to the Security Agent all its rights, title and interest, both present and future, from time to time in:

- (a) the proceeds of any Insurance Policies; and
- (b) the Assigned Agreements,

and all Related Rights, subject in each case to reassignment by the Security Agent to the relevant Additional Chargor of all such rights, title and interest upon payment or discharge in full of the Secured Obligations and provided that nothing in this Clause 3.2 shall affect the operation of any contractual netting, close-out netting or set-off under any agreement governing a Permitted Hedging Transaction.

3.3 Floating charge

Provided that nothing in this Clause 3.3 shall affect the operation of any contractual netting, close-out netting or set-off under any agreement governing a Permitted Hedging Transaction:

- (a) as further continuing security for the payment of the Secured Obligations, each Additional Chargor charges with full title guarantee in favour of the Security Agent by way of first floating charge all its present and future assets, undertakings and rights;
- (b) the floating charge created pursuant to sub-paragraph (a) above shall be deferred in point of priority to all Fixed Security validly and effectively created by that Additional Chargor under the Finance Documents in favour of the Security Agent as security for the Secured Obligations; and
- (c) paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created by this Security Accession Deed.

4. POWERS OF ATTORNEY

4.1 Security power of attorney

Each Additional Chargor by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any person nominated for the purpose by the Security Agent or any Receiver (in writing and signed by an officer of the Security Agent or Receiver) to be its attorney in accordance with the terms set out in Clauses 16 (*Power of Attorney*) and 16.2 (*Exercise of rights*) of the Debenture.

4.2 Additional Chargors

Each Additional Chargor irrevocably appoints the Parent as its attorney for the purpose of executing a Security Accession Deed relating to any other member of the Group on its behalf.

5. NEGATIVE PLEDGE

No Additional Chargor may:

- (a) create or agree to create or permit to subsist any Security or Quasi-Security over all or any part of the Charged Assets;
- (b) sell, transfer, lease out, lend or otherwise dispose of all or any part of the Charged Assets (other than in respect of assets charged under Clause 3.3 (*Floating charge*) in the ordinary course of trading) or the right to receive or to be paid the proceeds arising on the disposal of the same, or agree or attempt to do so; or
- (c) dispose of the equity of redemption in respect of all or any part of the Charged Assets,

except as permitted by the Finance Documents or with the prior consent of the Security Agent.

6. IMPLIED COVENANTS FOR TITLE

- 6.1 The covenants set out in sections 3(1), 3(2) and 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994 will not extend to Clause 3 (*Charging Provisions*).
- 6.2 It shall be implied in respect of Clause 3 (*Charging Provisions*) that each Additional Chargor is disposing of the Charged Assets free from all charges and incumbrances (whether monetary or not) and from all other rights exercisable by third parties (including liabilities imposed and rights conferred by or under any enactment).

7. APPLICATION TO HM LAND REGISTRY

Each relevant Additional Chargor hereby consents to an application being made to HM Land Registry to enter the following restriction in the Proprietorship Register of any registered land at any time forming part of the Real Property listed in Schedule 3 (*Property*) hereto:

"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 Lloyds Bank PLC referred to in the charges register or their conveyancer."

8. **EXTENSION OF POWER OF SALE**

For the purpose of all rights and powers implied or granted by statute, the Secured Obligations are deemed to have fallen due on the date of the Debenture and this Security Accession Deed. The power of sale and other powers conferred by section 101 of the Law of Property Act 1925 and all other enforcement powers conferred by the Debenture and this Security Accession Deed shall be immediately exercisable at any time after a Declared Default has occurred.

9. **RESTRICTIONS**

The restriction on the consolidation of mortgages and on 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 Security Accession Deed.

10. **NOTICES**

Each Additional Chargor confirms that its address details for notices are as follows:

Address: Meadow Foods Limited,
Rough Hill,
Marlston Cum Lache,
Cheshire,
England, CH4 9JS

Email: m.neeve@meadowfoods.co.uk

Attention: Maria Neeve

11. **GOVERNING LAW AND JURISDICTION**

- (a) This Security Accession Deed and all non-contractual obligations arising out of or in connection with it are governed by English law.
- (b) Subject to paragraph (c) below, the parties agree that the courts of England shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Security Accession Deed, whether contractual or non-contractual (including a dispute regarding the existence, validity or termination of this Security Accession Deed) (a "**Dispute**"). The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.
- (c) The parties agree that, for the benefit of the Secured Parties only, nothing in this Security Accession Deed shall limit the right of the Secured Parties to bring any legal action relating to a Dispute against any of the Additional Chargor in any other court of competent jurisdiction.

THIS SECURITY ACCESSION DEED has been signed by the Security Agent and executed as a deed by each Additional Chargor and the Parent and is delivered by them as a deed on the date stated at the beginning of this Security Accession Deed.

**SCHEDULE 1
ADDITIONAL CHARGORS**

Name of Additional Chargor	Jurisdiction of Incorporation	Registered Number
Ingredient Sourcing Limited	England and Wales	05406056
Liquid Ingredient Sourcing Limited	England and Wales	04589511
Meadow Foods (Chester) Limited	England and Wales	01023644
Meadow Foods (Holdings) Limited	England and Wales	03055242
Meadow Foods Limited	England and Wales	02720823
Meadow Inclusions Limited	England and Wales	03043114
Naked Foods Limited	England and Wales	03924935
Swan Bidco Limited	England and Wales	11436870
Swan Holdco Limited	England and Wales	11436639
Swan Midco Limited	England and Wales	11436512
Swan Topco Limited	England and Wales	11436426

SCHEDULE 2
SHARES AND INVESTMENTS

Shares

Name of Chargor	Name of company issuing shares	Number and class of shares
Swan Topco Limited	Swan Midco Limited	86,435,535 ordinary shares of £1.00 each
Swan Midco Limited	Swan Holdco Limited	86,435,536 ordinary shares of £1.00 each
Swan Holdco Limited	Swan Bidco Limited	86,435,536 ordinary shares of £1.00 each
Swan Bidco Limited	Meadow Foods (Holdings) Limited	12,351,981 ordinary shares of £1.00 each
Swan Bidco Limited	Meadow Inclusions Limited	150,040 ordinary shares of £1.00 each
Meadow Foods (Holdings) Limited	Ingredient Sourcing Limited	1,000 ordinary shares of £1.00 each
Meadow Foods (Holdings) Limited	Liquid Ingredient Sourcing Limited	1,000 ordinary shares of £1.00 each
Meadow Foods (Holdings) Limited	Meadow Foods (Chester) Limited	1,578,000 ordinary shares of £1.00 each
Meadow Foods (Holdings) Limited	Meadow Foods Limited	50,003 ordinary shares of £1.00 each
Meadow Foods Limited	Naked Foods Limited	62,195 A ordinary shares of £0.10 each; 20 B ordinary shares of £37,500.00 each

Investments

[None at the date of this deed]

**SCHEDULE 3
PROPERTY**

Name of Chargor	Property Description	Title Number	Freehold or Leasehold
Meadow Foods Limited	The land and buildings on the west side of Station Lane, Holme on Spalding Moor	HS265333	Freehold
Meadow Foods Limited	The land on the south east side of Fengate, Peterborough and to the land south, west side of Third Drove, Fengate, Peterborough	CB216405 and CB276886	Freehold
Meadow Foods Limited	The land on the south east side of Fengate, Peterborough known as unit 5, Darlows Warehouse, Fengate, Peterborough and strip of land to the north of unit	CB436523	Freehold

SCHEDULE 4
MATERIAL INTELLECTUAL PROPERTY

[None at the date of this deed]

**SCHEDULE 5
EQUIPMENT**

[None at the date of this deed]

**SCHEDULE 6
ACCOUNTS**

Name of Chargor	Name and address of institution at which account is held	Account Number	Sort Code
Meadow Foods Limited	Barclays, 48-50, Lord Street, Liverpool, L2 1TD	██████	██████
Meadow Foods Limited	Barclays, 48-50, Lord Street, Liverpool, L2 1TD	██████	██████
Meadow Foods Limited	Barclays, 48-50, Lord Street, Liverpool, L2 1TD	██████	██████
Meadow Foods Limited	Barclays, 48-50, Lord Street, Liverpool, L2 1TD	██████	██████
Meadow Foods Limited	Barclays, 48-50, Lord Street, Liverpool, L2 1TD	██████	██████
Meadow Inclusions Limited	Barclays, 48-50, Lord Street, Liverpool, L2 1TD	██████	██████
Meadow Inclusions Limited	Barclays, 48-50, Lord Street, Liverpool, L2 1TD	██████	██████
Naked Foods Limited	Handlesbanken, 4 th Floor, Riverside House, 40-46 High Street, ME14, 1JH	██████	██████
Naked Foods Limited	Handlesbanken, 4 th Floor, Riverside House, 40-46 High Street, ME14, 1JH	██████	██████
Naked Foods Limited	Handlesbanken, 4 th Floor, Riverside House, 40-46 High Street, ME14, 1JH	██████	██████

SCHEDULE 7
ASSIGNED AGREEMENTS

[None at the date of this deed]

**SCHEDULE 8
INSURANCE POLICIES**

Name of Chargor	Insurer	Policy Number	Type of Risk Insured
Swan Topco Limited	NFU Mutual Corporate Insurance	080X7372282	Property Damage and Business Interruption
Swan Topco Limited	HDI Global SE	110-01161297-14052	Legal liability towards employees
Swan Topco Limited	HDI Global SE	110-01161297-14041	Legal liability to third parties
Swan Topco Limited	Allianz Insurance plc	BV22935468	Motor
Swan Topco Limited	Munich Re Specialty Insurance (UK) Ltd	CG230027737	Marine Facility
Swan Topco Limited	Liberty Mutual Insurance Europe SE	BOWCI2351942	Environmental Impairment Liability
Swan Topco Limited	Royal & Sun Alliance Insurance Ltd	RSAP4085421300	Computer Facility
Swan Topco Limited	CHUBB European Group SE	UKBBBD41649	PA Travel Facility
Swan Topco Limited	Allianz Insurance plc	NV27591313	Engineering Inspection
Swan Topco Limited	Allianz Insurance plc	NP/22936137	Engineering Business Interruption
Swan Topco Limited	Allianz Insurance plc	NZ/27561404	Engineering Insurance
Swan Topco Limited	Marsh Ltd-Bowring	BOWSR2350257	Product Recall
Swan Topco Limited	Liberty Mutual Insurance Europe SE	BRUKOD11364902	Management Liability

**EXECUTED as a DEED by
SWAN TOPCO LIMITED acting by:**

.....M. NEEVE..... Name of Director

.....KACHEL HILSON..... Name of witness

... .. Address of witness

EXECUTED as a **DEED** by
SWAN MIDCO LIMITED acting by:

[Redacted Signature]

Signature of Director

M NEEVE

Name of Director

in the presence of

[Redacted Signature]

Signature of witness

RACHEL HUSON

Name of witness

[Redacted Address]

Address of witness

[Redacted Address]

EXECUTED as a **DEED** by
SWAN HOLDCO LIMITED acting by:

.....
.....

Signature of Director

.....
.....

Name of Director

in the presence of

.....
.....

Signature of witness

.....
.....

Name of witness

.....
.....

Address of witness

.....
.....

.....

EXECUTED as a **DEED** by
SWAN BIDCO LIMITED acting by:

.....
[Redacted Signature]

Signature of Director

.....
M. NEEVE

Name of Director

in the presence of

.....
[Redacted Signature]

Signature of witness

.....
RACHEL HUSON

Name of witness

.....
[Redacted Address]

Address of witness

.....
[Redacted Address]

.....
[Redacted Address]

EXECUTED as a **DEED** by
MEADOW FOODS (HOLDINGS) LIMITED acting by:

.....
..... *M. NEEVE*
.....
.....

Signature of Director

Name of Director

in the presence of

.....
.....
..... *RACHEL HUSON*
.....

Signature of witness

Name of witness

.....
.....

Address of witness

.....
.....
.....

**EXECUTED as a DEED by
MEADOW INCLUSIONS LIMITED acting by:**

..... Signature of Director

M. NEEVE Name of Director

in the presence of

..... Signature of witness

RACHEL HUSON Name of witness

Address of witness

[illegible]

EXECUTED as a **DEED** by
NAKED FOODS LIMITED acting by:

[Redacted Signature]

Signature of Director

M. NEEVE

Name of Director

in the presence of

[Redacted Signature]

Signature of witness

RACHEL HULSON

Name of witness

[Redacted Address Line 1]

Address of witness

[Redacted Address Line 2]

EXECUTED as a **DEED** by
MEADOW FOODS LIMITED acting by:

.....
.....

Signature of Director

.....
.....

Name of Director

in the presence of

.....
.....

Signature of witness

.....
.....

Name of witness


.....
.....

Address of witness

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.....
.....

**EXECUTED as a DEED by
MEADOW FOODS (CHESTER) LIMITED acting by:**

.....


 Signature of Director
 Name of Director

in the presence of

..... Signature of witness

RACHEL HUSON..... Name of witness

.. Address of witness

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 1000 1001 1002 1003 1004 1005 1006 1007 1008 1009 1010 1011 1012 1013 1014 1015 1016 1017 1018 1019 1020 1021 1022 1023 1024 1025 1026 1027 1028 1029 1030 1031 1032 1033 1034 1035 1036 1037 1038 1039 104

國家圖書館館址：台北市中正區南京西路68號
電話：(02) 2790-8888

**EXECUTED as a DEED by
LIQUID INGREDIENT SOURCING LIMITED acting by:**

Signature of Director

Name of Director

in the presence of

Signature of witness
Name of witness

_____. Address of witness

EXECUTED as a DEED by
INGREDIENT SOURCING LIMITED acting by:

Signature of Director
Name of Director

in the presence of

..... Signature of witness

RACHEL HUBON Name of witness

_____. Address of witness

1. 本行在 2017 年 12 月 31 日及 2018 年 6 月 30 日，均无因提供担保而形成的或有负债。
 2. 本行在 2017 年 12 月 31 日及 2018 年 6 月 30 日，均无因提供担保而形成的或有资产。

[illegible]

The Security Agent

For and on behalf of
LLOYDS BANK PLC by

Authorised Signatory:



Name: JENNIFER ESPINER

Title: ASSOCIATE DIRECTOR, AGENCY