

MR01

Particulars of a charge

020328/130  
IRIS Laserform

A fee is payable with this form.  
Please see 'How to pay' on the  
last page

You can use the WebFiling service to file this form online.  
Please go to [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

✓ **What this form is for**  
You may use this form to register  
a charge created or evidenced by  
an instrument

✗ **What this form is NOT for**  
You may not use this form to  
register a charge where there is no  
instrument Use form MR08

For further information, please  
refer to our guidance at  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

This form **must be delivered to the Registrar for registration**  
**21 days** beginning with the day after the date of creation of the  
delivered outside of the 21 days it will be rejected unless it is a  
court order extending the time for delivery



You **must** enclose a certified copy of the instrument with this form  
scanned and placed on the public record

THURSDAY



LD3

\*L2DC2H1T\*

25/07/2013

#11

COMPANIES HOUSE

trial use

1

**Company details**

Company number 0 4 2 9 8 0 0 7

Company name in full Findus Holdings Limited

**Filing in this form**

Please complete in typescript or in  
bold black capitals

All fields are mandatory unless  
specified or indicated by \*

2

**Charge creation date**

Charge creation date d1 d9 m0 m7 y2 y0 y1 y3

3

**Names of persons, security agents or trustees entitled to the charge**

Please show the names of each of the persons, security agents or trustees  
entitled to the charge

Name Societe Generale, London Branch

Name

Name

Name

If there are more than four names, please supply any four of these names then  
tick the statement below

☐ I confirm that there are more than four persons, security agents or  
trustees entitled to the charge

# MR01

## Particulars of a charge

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### Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

#### Continuation page

Please use a continuation page if you need to enter more details

Description

Not applicable

5

### Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

6

### Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☒ Yes Continue

☐ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☒ Yes

7

### Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

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Particulars of a charge

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**Trustee statement ①**

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

① This statement may be filed after the registration of the charge (use form MR06)

9

**Signature**

Please sign the form here

Signature

Signature

X *Latham & Watters LLP*

X

This form must be signed by a person with an interest in the charge

# MR01

## Particulars of a charge



### Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name Josephine Jay

Company name Latham & Watkins

Address 99 Bishopsgate

Post town London

County/Region

Postcode E C 2 M 3 X F

Country England

DX 030385 0147

Telephone 020 7710 1000



### Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



### Checklist

**We may return forms completed incorrectly or with information missing.**

**Please make sure you have remembered the following:**

- ☒ The company name and number match the information held on the public Register
- ☒ You have included a certified copy of the instrument with this form
- ☒ You have entered the date on which the charge was created
- ☒ You have shown the names of persons entitled to the charge
- ☒ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☒ You have given a description in Section 4, if appropriate
- ☒ You have signed the form
- ☒ You have enclosed the correct fee
- ☒ Please do not send the original instrument, it must be a certified copy



### Important information

**Please note that all information on this form will appear on the public record.**



### How to pay

**A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.**

Make cheques or postal orders payable to 'Companies House'



### Where to send

**You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:**

#### For companies registered in England and Wales:

The Registrar of Companies, Companies House, Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

#### For companies registered in Scotland:

The Registrar of Companies, Companies House, Fourth floor, Edinburgh Quay 2, 139 Fountainbridge, Edinburgh, Scotland, EH3 9FF  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post)

#### For companies registered in Northern Ireland:

The Registrar of Companies, Companies House, Second Floor, The Linenhall, 32-38 Linenhall Street, Belfast, Northern Ireland, BT2 8BG  
DX 481 N R Belfast 1



### Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

**This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)**



**FILE COPY**

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

Company number: 4298007

Charge code: 0429 8007 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 19th July 2013 and created by FINDUS HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 25th July 2013.

P

Given at Companies House, Cardiff on 29th July 2013



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

Weil, Gotshal & Manges  
110 Fetter Lane  
London EC4A 1AY  
+44 20 7903 1000 main tel  
+44 20 7903 0990 main fax  
weil.com

**Weil**

EXECUTION COPY

19 July 2013

Debenture

between

Societe Generale, London Branch  
as Security Agent

and

The Companies listed in Schedule 1  
as Chargers

I certify that, save for material  
redacted pursuant to section 859G  
of the Companies Act 2006, the  
enclosed copy of the security  
instrument delivered as part of this  
application for registration under section  
859A of the Companies Act 2006 is a  
correct copy of the original security  
instrument.

Signature: Latham & Watkins LLP

Date: 25/07/13

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THIS DEED is made on 19 July 2013 between the following parties

- (1) Lighthouse UKCo 1 Limited (a private limited company incorporated in England and Wales with registered number 06025239) (the "Parent"), and
- (2) The companies listed in Schedule 1 (the "Chargors"), and
- (3) Societe Generale, London Branch as security agent for itself and the other Secured Parties (the "Security Agent")

IT IS AGREED as follows

## 1 INTERPRETATION

### 1.1 Definitions

In this deed

"Account Notice" means a notice substantially in the form set out in schedule 7 (*Forms of Notice to banks operating Collection Accounts*),

"Additional Chargor" means each member of the Group which grants Security in favour of the Security Agent by executing a Security Accession Deed,

"Agreed Security Principles" has the meaning given to it in the Secured Debt Documents,

"Assigned Agreements" means any agreement designated as an Assigned Agreement by the Parent and the Security Agent,

"Book Debts" means all book and other debts arising in the ordinary course of trading,

"Charged Property" means all the assets and undertakings of the Charging Companies which from time to time are mortgaged, charged or assigned or expressed to be mortgaged, charged or assigned in favour of the Security Agent by this deed,

"Charging Companies" means the Parent, each of the Chargors and each company which grants security over its assets in favour of the Security Agent by executing a Security Accession Deed,

"Collection Accounts" means the accounts of the Charging Companies set out in schedule 6 and/or such other accounts as the relevant Charging Company and the Security Agent shall agree (including as specified in any relevant Security Accession Deed) or (following the occurrence of a Declared Default) such other accounts as the Security Agent (acting reasonably) shall specify,

"Declared Default" means an Acceleration Event,

"Distribution Rights" means all dividends, distributions and other income paid or payable on an Investment or Subsidiary Share, together with all shares or other property derived from that Investment or Subsidiary Share and all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to that Investment or Subsidiary Share (whether by way of conversion, redemption, bonus, preference, option or otherwise),

"English Subsidiary" means an subsidiary which is incorporated in England and Wales,

"Excluded Assets" means (a) any assets or any interest in an asset (including leasehold property, Intellectual Property and Book Debts) subject to any Restriction, and (b) any leasehold property



with third parties that are not a member of the Group with less than 15 years remaining on the applicable lease as at, and at any time after, the date of this deed

**"Hedging Agreements"** means the Hedging Agreements as defined in the Intercreditor Agreement,

**"Insurances"** means all policies of insurance and all proceeds of them either now or in the future held by, or written in favour of, a Charging Company or in which it is otherwise interested, but excluding any third party liability or public liability insurance and any directors and officer's insurance,

**"Intellectual Property"** means, in relation to a Charging Company, (a) any patents, trade marks, 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 (which it now or in the future owns), whether registered or unregistered, including those listed in schedule 4, and (b) the benefit of all applications and rights to use such assets,

**"Intercreditor Agreement"** means the intercreditor agreement dated on or about the date of this deed and made between, among others, Liongem Sweden 1 AB and the Security Agent,

**"Investment"** means any stock, share, debenture, loan stock, security, bond, certificate of deposit, option, warrant, interest in any investment fund and any other comparable investment (whether or not marketable) whether owned directly by or to the order of a Charging Company or by any trustee, fiduciary or clearance system on its behalf (including, unless the context otherwise requires, the Subsidiary Shares),

**"Other Debts"** means all book debts and other debts and monetary claims (other than Book Debts) legally and beneficially owing to a Charging Company and any proceeds of such debts and claims,

**"Premises"** means all freehold and leasehold property from time to time owned by a Charging Company or in which a Charging Company is otherwise interested and shall include

- (a) the proceeds of sale of all or any part of such property,
- (b) all rights, benefits, privileges, warranties, covenants, easements, appurtenances and licences relating to such property, and
- (c) all money received by or payable to a Charging Company in respect of such property

including the property, if any, specified in schedule 2 (or, as the case may be, Part 1 of schedule 1 to the relevant Security Accession Deed) which is situated in England or Wales but not including any Excluded Assets,

**"Quasi-Security"** means a transaction in which a Charging Company

- (a) sells, transfers or otherwise disposes of any of its assets on terms whereby they are or may be leased to or re-acquired by a Charging Company or any other member of the Group,
- (b) sells, transfers or otherwise disposes of any of its receivables on recourse terms,
- (c) enters into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts, or
- (d) enters into any other preferential arrangement having a similar effect,

in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset,

**“Receiver”** means an administrator, a receiver and manager or (if the Security Agent so specifies in the relevant appointment) receiver in each case appointed under this deed,

**“Restriction”** means, in relation to any asset of a Charging Company, any legal requirement or third party (that is not a member of the Group) arrangement (including shareholder agreements, landlord consent requirements, contracts, leases, licensing arrangements or joint venture arrangements) which would prevent, prohibit, restrict, limit or condition absolutely or conditionally (whether by contract or otherwise) such asset from being subject to legal, valid, binding and enforceable Security (or if secured, would give a third party the right to terminate or otherwise amend any rights, benefits and/or obligations of any such Charging Company in respect of those assets or require such Charging Company to take any action materially adverse to its interests),

**“Secured Debt Documents”** means the Secured Debt Documents as defined in the Intercreditor Agreement,

**“Secured Obligations”** means the Secured Obligations as defined in the Intercreditor Agreement,

**“Secured Parties”** means the Secured Parties as defined in the Intercreditor Agreement and any Receiver,

**“Security Accession Deed”** means a deed executed by a member of the Group substantially in the form set out in schedule 8, or such other form as may be agreed between the Security Agent and the Parent, and

**“Subsidiary Shares”** means all shares owned by a Charging Company in its Subsidiaries including those listed in schedule 3 and as specified in any relevant Security Accession Deed

## **1.2 Construction**

In this deed, unless a contrary intention appears, a reference to

- (a) an **“agreement”** includes any legally binding arrangement, concession, contract, deed or franchise (in each case whether oral or written),
- (b) an **“amendment”** includes any amendment, supplement, variation, novation, modification, replacement or restatement and **“amend”**, **“amending”** and **“amended”** shall be construed accordingly,
- (c) **“assets”** includes property, business, undertaking and rights of every kind, present, future and contingent (including uncalled share capital) and every kind of interest in an asset,
- (d) a **“consent”** includes an authorisation, approval, exemption, licence, order, permission or waiver,
- (e) **“including”** means including without limitation and **“includes”** and **“included”** shall be construed accordingly,
- (f) **“losses”** includes losses, actions, damages, claims, proceedings, costs, demands, expenses (including fees) and liabilities and **“loss”** shall be construed accordingly,
- (g) a **“month”** means a period starting on one day in a calendar month and ending on the numerically corresponding day in the next calendar month, except that

- (i) if any such period would otherwise end on a day which is not a Business Day, it shall end on the next Business Day in the same calendar month or, if none, on the preceding Business Day, and
- (ii) if a period starts on the last Business Day in a calendar month, or if there is no numerically corresponding day in the month in which that period ends, that period shall end on the last Business Day in that later month,

and references to “months” shall be construed accordingly,

- (h) a “person” includes any person, individual, firm, company, corporation, government, state or agency of a state or any undertaking (within the meaning of section 1161(1) of the Companies Act 2006) or other association, trust or partnership (whether or not having separate legal personality) or any two or more of the foregoing, and
- (i) a “regulation” includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, inter-governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation

### 1.3 Other References

In this deed, unless a contrary intention appears a reference to

- (a) any Secured Party, Charging Company or any other person is, where relevant, deemed to be a reference to or to include, as appropriate, that person’s successors in title and permitted assignees or transferees and in the case of the Security Agent, any person for the time being appointed as Security Agent or Security Agents in accordance with the Secured Debt Documents,
- (b) any Secured Debt Document or other agreement or instrument is to be construed as a reference to that agreement or instrument as amended or novated, including by way of increase of the facilities or other obligations or addition of new facilities or other obligations made available under them or accession or retirement of the parties to these agreements but excluding any amendment or novation made contrary to any provision of any Secured Debt Document,
- (c) clauses and schedules are references to, respectively, clauses of and schedules to this deed and references to this deed include its schedules,
- (d) a reference to a statute, statutory instrument or accounting standard or any provision thereof is to be construed as a reference to that statute, statutory instrument or accounting standard or such provision thereof, as it may be amended or re-enacted from time to time,
- (e) the index to and the headings in this deed are inserted for convenience only and are to be ignored in construing this deed, and
- (f) words importing the plural shall include the singular and vice versa

### 1.4 Incorporation by reference

- (a) Unless otherwise defined in this deed, words and expressions defined in the Intercreditor Agreement have the same meaning when used in this deed
- (b) The principles of construction set out in clause 1.2 of the Intercreditor Agreement shall apply to this deed

## **1.5 Conflict**

- (a) Save for any permission or any right of any member of the Group hereunder, this deed and any Security Accession Deed is subject to the terms of the Intercreditor Agreement and shall be construed in accordance therewith. In the event of a conflict between the provisions of this deed or any Security Accession Deed and the Intercreditor Agreement, then the provisions of the Intercreditor Agreement (to the extent permitted by law) shall prevail.
- (b) The Security Agent shall release all security granted by this deed without recourse, representation or warranty in accordance with the terms of the Intercreditor Agreement.

## **1.6 Miscellaneous**

- (a) The terms of the documents under which the Secured Obligations arise and of any side letters between any Charging Company and any Secured Party relating to the Secured Obligations are incorporated in this deed to the extent required for any purported disposition of the Charged 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.
- (b) Notwithstanding any other provision of this deed, the obtaining of a moratorium under section 1A of the Insolvency Act 1986, or anything done with a view to obtaining such a moratorium (including any preliminary decision or investigation), shall not be an event causing any floating charge created by this deed to crystallise or causing restrictions which would not otherwise apply to be imposed on the disposal of property by any Charging Company or a ground for the appointment of a Receiver.
- (c) The parties hereto intend that this document shall take effect as a deed notwithstanding that any party may only execute this document under hand.

## **2 COVENANT TO PAY**

Each Charging Company as primary obligor covenants with the Security Agent (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 Charging Company, as continuing security for the payment of the Secured Obligations, charges in favour of the Security Agent (for the benefit of itself and the other Secured Parties) 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:

- (a) by way of first legal mortgage all Premises (including the property specified in part 1A and part 1B of schedule 2) together with all buildings and fixtures on that property, and
- (b) by way of first fixed charge
  - (i) all the Subsidiary Shares and Investments and all corresponding Distribution Rights,
  - (ii) all other interests (not effectively charged under clause 3.1(a)) in any Premises and the benefit of all other agreements relating to land,

- (iii) all rights, title and interest in plant, machinery, vehicles, computers, office and other equipment and furnishings and the benefit of all contracts, licences and warranties relating thereto,
- (iv) all Book Debts and all rights and claims against third parties and against any security in respect of Book Debts,
- (v) all Other Debts and all rights against third parties in respect of such Other Debts,
- (vi) all monies standing to the credit of its Collection Accounts and any other bank accounts which it may have with any bank, financial institution or other person and all rights, title and interest in relation to those accounts,
- (vii) all its right, title and interest in Intellectual Property,
- (viii) all rights and interests in the Hedging Agreements,
- (ix) the benefit of all licences, consents and agreements held by it in connection with the use of any of its assets,
- (x) its goodwill and uncalled capital, and
- (xi) if not effectively assigned by clause 3.3 (*Security Assignment*), all its rights, title and interests in (and claims under) the Insurances and the Assigned Agreements

### **3.2 Floating Charge**

As further continuing security for the payment of the Secured Obligations, each Charging Company charges with full title guarantee in favour of the Security Agent (for the benefit of itself and the other Secured Parties) by way of first floating charge all its present and future assets not effectively charged by way of first fixed charge under clause 3.1 (*Fixed Charges*) or assigned under clause 3.3 (*Security Assignment*)

### **3.3 Security Assignment**

- (a) As further continuing security for the payment of the Secured Obligations, each Charging Company assigns absolutely by way of security with full title guarantee to the Security Agent (for the benefit of itself and the other Secured Parties) all its rights, title and interest in the Insurances and the Assigned Agreements provided that on payment or discharge in full of the Secured Obligations the Security Agent will at the request and cost of that Charging Company re-assign the relevant Insurances and Assigned Agreements to that Charging Company (or as it shall direct) as soon as reasonably practicable
- (b) Until the occurrence of a Declared Default, but subject to clause 8.4 (*Assigned Agreements*) and the Secured Debt Documents, the relevant Charging Company may continue to deal with the counterparties to the relevant Assigned Agreements

### **3.4 Conversion of Floating Charge**

The Security Agent may, by written notice to the Parent, convert the floating charge created under this deed into a fixed charge with immediate effect as regards those assets which it specifies in the notice (or, in the case of paragraph (1) below, the relevant floating charge assets), if

- (a) a Declared Default has occurred, or
- (b) the Security Agent is of the view (acting reasonably) that any asset of a Charging Company charged under the floating charge created under this deed is in danger of being

seized or sold under any form of distress, attachment, execution or other legal process, or is otherwise in jeopardy, or

- (c) the Security Agent is of the view (acting reasonably) that it is required in order to protect the priority or enforceability of the Security created under this deed

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

- (a) The floating charge created under this deed will automatically (without notice) and immediately be converted into a fixed charge over all the assets of a Charging Company which are charged under the floating charge created under this deed if
  - (i) to the extent that it gives rise to an Event of Default under the Secured Debt Documents, a resolution is passed or an order is made for the winding-up, dissolution, administration or re-organisation of that Charging Company,
  - (ii) any Charging Company creates (or purports to create) any Security over any asset which is subject to the floating charge created under this deed (except as permitted or not prohibited by the Secured Debt Documents or with the prior consent of the Security Agent),
  - (iii) any third party takes any formal step to levy distress, attachment, execution or other legal process against any such asset,
  - (iv) if any other floating charge created by that Charging Company crystallises for any reason
- (b) Upon the conversion of any floating charge pursuant to Clause 3 4 or this Clause 3 5, each relevant Charging Company shall, promptly upon written request by the Security Agent, execute a fixed charge or legal assignment in such form as the Security Agent may reasonably require but on terms no more onerous to such Charging Company than this deed

### **3.6 Excluded Assets**

- (a) There shall be excluded from the charge created by Clause 3 (*Charging Clause*) and from the operation of Clause 5 (*Further Assurance*) any Excluded Asset of each Charging Company
- (b) Save as expressly required as a condition precedent under the Secured Debt Documents or after the occurrence of a Declared Default, no Charging Company shall have any obligation to investigate title, review documentation (including in relation to leases, trade receivables or inventory) or review registers (including in relation to Intellectual Property), provide surveys or other insurance, environmental or other due diligence or diligence of any potentially applicable Restriction, in each case prior to or as a condition of, entering into this deed or at any time thereafter
- (c) For all Premises which are Excluded Assets, each relevant Charging Company undertakes to apply promptly for a consent or waiver of the relevant Restriction and use its reasonable endeavours to obtain that consent or waiver as soon as possible. Immediately upon receipt of a consent or waiver, the formerly excluded Premises shall stand charged to the Security Agent under Clause 3 1 (*Fixed Charges*). If required by the Security Agent (acting reasonably), at any time following the receipt of that consent or waiver, the relevant Charging Company will forthwith execute a valid charge or legal assignment on terms no more onerous than set out in this deed

## **4 CONTINUING SECURITY**

### **4.1 Continuing Security**

This security constituted by this deed 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

### **4.2 Other Security**

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 Agent and/or any other Secured Party may now or after the date of this deed hold for any of the Secured Obligations, and this security may be enforced against each Charging Company without first having recourse to any other rights of the Security Agent or any other Secured Party

## **5 FURTHER ASSURANCE**

### **5.1 General**

- (a) The covenants set out in Section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to include the obligations set out in sub-clause 5.1(b) and (c) below
- (b) Subject to the Agreed Security Principles, each Charging Company will, promptly following request by the Security Agent execute such deeds and other agreements (on terms no more onerous than those set out in this deed) and otherwise take whatever action the Security Agent may reasonably require

  - (i) to perfect the security created (or intended to be created) or evidenced by this deed or for the exercise of any rights, powers and remedies of the Security Agent, any Receiver or the other Secured Parties provided by or pursuant to this deed or by law,
  - (ii) to confer on the Security Agent or confer on the Secured Parties Security over any property and assets of that Charging Company located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to this deed, and/or
  - (iii) following a Declared Default, to facilitate the realisation or enforcement of such Security,

and/or
- (c) Subject to the Agreed Security Principles, each Charging Company 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 Agent or the Secured Parties by or pursuant to this deed

### **5.2 HM Land Registry**

- (a) In relation to Premises charged by way of legal mortgage under this deed, each Charging Company shall apply to the Land Registrar for a restriction to be entered on the Register of Title of all such Premises (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 is to be registered without a consent signed by the proprietor for the time being of the charge dated [date] in favour of [●] as security trustee referred to in the charges register’

- (b) Subject to the terms of the Secured Debt Documents, the Secured Parties are under an obligation to make further advances to the Obligors (which obligation is deemed to be incorporated into this deed) and this security has been made for securing those further advances. In relation to Premises charged by way of legal mortgage under this deed, the Security Agent may apply to the Land Registrar (with prior written notice to the relevant Charging Company) for a notice to be entered onto the Register of Title of all those Premises (including any unregistered properties 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.
- (c) If any Charging Company fails to make the applications set out in Clauses 5.2(a) or (b) or if the Security Agent gives notice to any Charging Company that it will make such applications on its behalf, each Charging Company irrevocably consents to the Security Agent making such application on its behalf and shall promptly provide the Security Agent with all information and fees which the Security Agent may reasonably request in connection with such application.
- (d) For the avoidance of doubt, prior to a Declared Default, the Security Agent may not apply (or require a Charging Company to apply) to the Land Registry for any restriction or notice to be entered on the Register of Title of any freehold or leasehold property of any Charging Company which does not constitute Premises.

## **6 NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS**

No Charging Company may

- (a) create or agree to create or permit to subsist any Security or Quasi-Security over all or any part of the Charged Property, or
- (b) sell, transfer, lease out, lend or otherwise dispose of all or any part of the Charged Property (other than in respect of assets charged under Clause 3.2 (*Floating Charge*) on arm's length terms 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
- (c) dispose of the equity of redemption in respect of all or any part of the Charged Property,

except as permitted or not prohibited by the Secured Debt Documents or with the prior consent of the Security Agent.

## **7 REPRESENTATIONS AND WARRANTIES**

Each Charging Company represents and warrants to the Security Agent as set out in this clause 7 on the date of this deed and on the date on which any representations are made under the Secured Debt Documents. Each representation or warranty to be made after the date of this deed shall be made by reference to the facts and circumstances existing as at the date the representation or warranty is deemed to be made.

### **7.1 Subsidiary Shares**

Schedule 3 to this deed identifies all shares legally and beneficially owned by a Charging Company in its Subsidiaries at the date of this deed, which represent the entire issued share capital of the relevant Subsidiaries and all of those shares are fully paid.



## **8 UNDERTAKINGS**

### **8.1 Collection of Book Debts and Other Debts**

- (a)** Each Charging Company will
  - (i)** as agent for the Security Agent, collect all Book Debts and Other Debts charged to the Security Agent under this deed pay the proceeds into a Collection Account forthwith on receipt and, pending that payment, hold those proceeds on trust for the Security Agent,
  - (ii)** where a Collection Account is not maintained with the Security Agent, serve an Account Notice on the bank with whom the Collection Account is maintained and use reasonable endeavours to procure that the bank with whom the Collection Account is maintained promptly signs and delivers to the Security Agent a letter substantially in the form set out in schedule 7. Where the bank with whom any Collection Account is maintained is party to the Intercreditor Agreement, such notice shall be deemed to have been delivered and acknowledged (in the form set out in schedule 7) pursuant to the terms of the Intercreditor Agreement
- (b)** Upon, but not prior to, the occurrence of a Declared Default the Security Agent may serve notice on the Parent prohibiting any Charging Company from withdrawing all or any monies from time to time standing to the credit of any Collection Account except with the prior written consent of the Security Agent
- (c)** Notwithstanding anything in the contrary contained in this deed and subject to the terms of the Secured Debt Documents, until the occurrence of a Declared Default or any of the circumstances described in Clause 3.4 (*Conversion of floating charge*) have arisen in respect of the relevant accounts, each Charging Company shall be entitled to close any of its Collection Accounts which are no longer required by the Group

### **8.2 Title Documents**

- (a)** Each Charging Company will promptly deposit with the Security Agent (or as it shall direct)
  - (i)** within 5 Business Days of the date of this deed (or the date of any Security Accession Deed in respect of an Additional Chargor), all stock and share certificates and other documents of title relating to the Subsidiary Shares and Investments together with stock transfer forms executed in blank and left undated on the basis that the Security Agent 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, following the occurrence of a Declared Default to complete, under its power of attorney given by clause 9 (*Attorney*) below, the stock transfer forms on behalf of the relevant Charging Company in favour of itself or such other person as it shall select,
  - (ii)** immediately following a Declared Default, all other documents relating to the Charged Property which the Security Agent from time to time reasonably requires
- (b)** The Security Agent may retain any document delivered to it under this Clause 8.2 or otherwise until the Security created under this deed is released and, if for any reason it ceases to hold any such document before that time, it may by notice to the relevant Charging Company require that the document be redelivered to it and the relevant Charging Company shall promptly comply (or procure compliance) with that notice. If reasonably required to effect any transaction which is permitted under any Secured Debt

Document, the Security Agent shall, as soon as reasonably practicable after receipt of a request from any Charging Company, return any such document to that Charging Company, provided that any such document delivered to a Charging Company shall be held on trust by the relevant Charging Company for the Security Agent

### **8.3 Voting and Distribution Rights**

- (a) Until a Declared Default occurs
  - (i) each relevant Charging Company shall be entitled to receive and retain all dividends, distributions and other monies paid on or derived from the Subsidiary Shares and Investments, and
  - (ii) each relevant Charging Company shall be entitled to exercise all voting and other rights and powers attaching to the Subsidiary Shares and Investments provided that it shall not exercise any such voting rights or powers in a manner prejudicial to the interests of the Secured Parties under this deed
- (b) At any time after the occurrence of a Declared Default, each Charging Company shall exercise all voting rights in respect of its Subsidiary Shares and Investments as the Security Agent shall direct
- (c) If, at any time following a Declared Default, any Subsidiary Shares or Investments are registered in the name of the Security Agent or its nominee, the Security Agent will not be under any duty to ensure that any dividends, distributions or other monies payable in respect of those Subsidiary Shares or 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 Subsidiary Shares or Investments

### **8.4 Insurances, Assigned Agreements and Hedging Agreements**

- (a) Each Charging Company will promptly, and in any event within 10 Business Days, after the execution of this deed (or, in respect of any Insurance, Assigned Agreement or Hedging Agreement designated as such after the date of execution of this deed, promptly, and in any event within 5 Business Days, after the applicable designation date), give notice to the other parties to each Insurance, Assigned Agreement and Hedging Agreement that it has assigned or charged its rights under the relevant policy or agreement to the Security Agent under this deed. Such notice will be given in substantially the form set out in part 1 of schedule 5 (or such other form as may be agreed between the Security Agent and the Parent), except in the case of the Insurances where the notice will be substantially in the form set out in part 2 of schedule 5 (or such other form as may be agreed between the Security Agent and the Parent). Each relevant Charging Company will use reasonable endeavours to procure that each party served with any such notice countersigns and returns the notice to the Security Agent within 14 Business Days of service of such notice. Where the counterparty to a Hedging Agreement is party or becomes a party to the Intercreditor Agreement, such notice shall be deemed to have been delivered and acknowledged (in the form of the required notice) pursuant to the terms of the Intercreditor Agreement,
- (b) If a Declared Default has occurred, each Charging Company will give notice to the other parties to the Insurance that it has assigned or charged its right under the relevant agreement to the Security Agent under this deed. Such notice will be an Insurance Notice. Each relevant Charging Company shall use reasonable endeavours to procure that such counterparty signs and delivers to the Security Agent an acknowledgement

substantially in the form set out in the notice, provided that, if the relevant Charging Company has not been able to obtain such acknowledgement from the counterparty any obligation to comply with this Clause 7 5(b) shall cease after 20 Business Days following the date of service of the relevant notice, and

- (c) The Security Agent shall not be entitled to give any notice referred to in the notices required under (a) and (b) above unless and until a Declared Default has occurred

#### **8.5 Registration of Intellectual Property**

Each Charging Company (as registered proprietor) appoints the Security Agent as its agent to apply for the particulars of this deed and of the Secured Parties' interest in its material existing trade marks and patents and trade mark and patent applications (and any future material trade marks and patents or trade mark and patent applications registered or to be registered in the name of that Charging Company), to be recorded with the appropriate intellectual property registers, authorities or offices, and each Charging Company agrees to execute all documents and forms required to enable those particulars to be so recorded

#### **8.6 Power to Remedy**

If a Charging Company fails to comply with any obligation set out in this Clause 8 (*Undertakings*) and that failure is not remedied to the satisfaction of the Security Agent within 14 days of the Security Agent giving notice to the relevant Charging Company or the relevant Charging Company becoming aware of the failure to comply, it will allow (and irrevocably authorises) the Security Agent or any person which the Security Agent nominates to take any action on behalf of that Charging Company which is necessary to ensure that such obligation is complied with

### **9 RIGHTS OF CHARGING COMPANIES**

Notwithstanding anything to the contrary set out in this deed, until the occurrence of a Declared Default

- (a) each Charging Company shall continue to have the sole right (i) to deal with any Charged Property and all contractual counterparties in respect thereof, and (ii) to amend, waive or terminate (or allow to lapse) any rights, benefits and/or obligations in respect of such Charged Property, in each case without reference to any Secured Party, subject to the terms of the Secured Debt Documents, and
- (b) each Charging Company shall continue to operate and transact business in relation to the Collection Accounts, Assigned Agreements and Hedging Agreements, including making withdrawals from and effecting closures of the Collection Accounts, other than to the extent agreed to be restricted pursuant to the notice or as restricted under the Secured Debt Documents

### **10 ATTORNEY**

- 10.1 Each Charging Company, 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) as its attorney (with full power of substitution and delegation) in its name and on its behalf and as its act and deed at any time after the occurrence of a Declared Default to execute, seal and deliver (using the company seal where appropriate) and otherwise perfect and do any deed, assurance, agreement, instrument, act or thing which it ought to execute and do under the terms of this deed, or which may be required or deemed proper to enable the exercise of any rights or powers conferred on the Security Agent or any Receiver under this deed or otherwise for any of the purposes of this deed, and each Charging Company covenants with the Security Agent and each Receiver to ratify and confirm all such acts or things made, done or executed by that attorney

## **11 ENFORCEMENT AND POWERS OF THE SECURITY AGENT**

### **11.1 Enforcement Powers**

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 this 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 this deed shall be immediately exercisable at any time after a Declared Default has occurred.

### **11.2 Statutory Powers**

The powers conferred on mortgagees, receivers or administrative receivers by the Law of Property Act 1925 and the Insolvency Act 1986 (as the case may be) shall apply to the security created by this deed to the extent possible, unless they are expressly or impliedly excluded, and shall only be exercised after a Declared Default has occurred. If there is ambiguity or conflict between the powers contained in those Acts and those contained in this deed, those contained in this deed shall prevail.

### **11.3 Fixtures**

At any time following a Declared Default, the Security Agent may sever any fixtures from the property to which they are attached and sell them separately from that property.

### **11.4 Appointment of Receiver**

- (a) Subject to paragraph (d) below, at any time after a Declared Default has occurred, or if so requested by the relevant Charging Company, the Security Agent may by writing under hand signed by any officer or manager of the Security Agent, 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) At any time after a Declared Default, the Security Agent shall be entitled to appoint a Receiver save to the extent prohibited by section 72A of the Insolvency Act 1986.

### **11.5 Appropriation under the Financial Collateral Regulations**

- (a) To the extent that any of the Charged Property constitutes "financial collateral" and this deed and the obligations of the Charging Companies hereunder constitute a "security financial collateral arrangement" (in each case as defined in, and for the purposes of, the Financial Collateral Arrangements (No. 2) Regulations 2003 (as amended) (the "**Regulations**")), the Security Agent shall have the right to appropriate all or any part of such financial collateral in or towards discharge of the Secured Obligations and may exercise that right to appropriate by giving notice to the relevant Charging Company at any time after a Declared Default has occurred.
- (b) The Parties agree that the value of any such appropriated financial collateral shall be (x) in the case of securities, the price at which such securities can be disposed of by the Security Agent, and (y) in the case of any other asset, the market value of such financial collateral as determined by the Security Agent, in each case, in a commercially reasonable manner (including by way of an independent valuation). The Parties agree that the methods of valuation provided for in this paragraph shall constitute commercially reasonable methods of valuation for the purposes of the Regulations.

## **11.6 Powers of Leasing**

The Security Agent may after a Declared Default has occurred 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

## **11.7 Exercise of Powers**

All or any of the powers conferred upon mortgagees by the Law of Property Act 1925 as varied or extended by this deed, and all or any of the rights and powers conferred by this deed on a Receiver (whether expressly or impliedly), may be exercised by the Security Agent without further notice to any Charging Company at any time after a Declared Default has occurred, irrespective of whether the Security Agent has taken possession or appointed a Receiver of the Charged Property

## **12 STATUS, POWERS, REMOVAL AND REMUNERATION OF RECEIVER**

### **12.1 Receiver as Agent**

Each Receiver appointed under this deed shall be the agent of the relevant Charging Company which shall be solely responsible for his acts or defaults, and for his remuneration and expenses, and be liable on any agreements or engagements made or entered into by him. The Security Agent will not be responsible for any misconduct, negligence or default of a Receiver

### **12.2 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 to the Insolvency Act 1986 shall extend to every Receiver, whether or not an administrative receiver. In addition, notwithstanding any liquidation of the relevant Charging Company, each Receiver shall have power to

- (a) generally manage the Charged Property and manage or carry on, develop, reconstruct, amalgamate or diversify any part of the business of the relevant Charging Company,
- (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 Subsidiary Shares or Investments and stocks, shares and other securities owned by the relevant Charging Company 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 Charging Company 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 Charging Company 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 real 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 Charging Company 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 Premises, 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 12 2, or otherwise incidental or conducive to the preservation, improvement or realisation of the Charged Property and use the name of the relevant Charging Company for all such purposes,

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

### **12.3 Removal of Receiver**

The Security Agent 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

### **12.4 Remuneration of Receiver**

The Security Agent may from time to time fix the remuneration of any Receiver appointed by it

### **12.5 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)

## **13 APPLICATION OF MONEYS AND INTERCREDITOR AGREEMENT**

### **13.1 Order of Application**

All moneys received or recovered by the Security Agent or any Receiver appointed under this deed shall (subject to the claims of any person having prior rights thereto) be applied in the order and manner specified by the Intercréditor Agreement notwithstanding any purported appropriation by any Charging Company

### **13.2 Insurance Proceeds**

If a Declared Default has occurred, all moneys received by virtue of any insurance maintained or effected in respect of the Charged Property shall be paid to the Security Agent (or, if not paid by the insurers directly to the Security Agent, shall be held on trust for the Security Agent) and shall, at the option of the Security Agent, be applied in replacing or reinstating the assets destroyed, damaged or lost (any deficiency being made good by the relevant Charging Company) or (except in the case of leasehold premises) in reduction of the Secured Obligations

### **13.3 Section 109 Law of Property Act 1925**

Sections 109(6) and (8) of the Law of Property Act 1925 shall not apply to a Receiver appointed under this deed

### **13.4 Application against Secured Obligations**

Subject to clause 13.1 (*Order of Application*), any moneys or other value received or realised by the Security Agent from a Charging Company or a Receiver under this deed may be applied by the Security Agent to any item of account or liability or transaction forming part of the Secured Obligations to which they may be applicable in any order or manner which the Security Agent may determine

### **13.5 Suspense Account**

- (a) Until the Secured Obligations are paid in full, the Security Agent or the Receiver (as applicable) may place and keep (for such time as it shall determine) any money received, recovered or realised pursuant to this deed or on account of any Charging Company's liability in respect of the Secured Obligations in an interest bearing separate suspense account (to the credit of either the relevant Charging Company or the Security Agent or the Receiver as the Security Agent or the Receiver shall think fit) and the Security Agent or the Receiver may retain the same for the period which he and the Security Agent consider expedient without having any obligation to apply all or any part of that money 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 Secured Debt Documents but at the time when amounts may or will become due, the Security Agent (or Receiver) may pay the proceeds of recoveries into a suspense account

## **14 PROTECTION OF THIRD PARTIES**

### **14.1 No Obligation to Enquire**

No purchaser from, or other person dealing with, the Security Agent or any Receiver (or their agents) shall be obliged or concerned to enquire whether

- (a) the right of the Security Agent 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 remains 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

#### **14.2 Receipt Conclusive**

The receipt of the Security Agent 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 paid to or by the direction of the Security Agent or any Receiver

### **15 PROTECTION OF SECURITY AGENT AND RECEIVER**

#### **15.1 Liability**

Neither the Security Agent nor any Receiver shall be liable in respect of any of the Charged Property or for any loss or damage which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise any of, their respective powers, unless caused by its or his gross negligence, wilful default or breach of any obligations under the Secured Debt Documents

#### **15.2 Possession of Charged Property**

Without prejudice to clause 15.1 (*Liability*), if the Security Agent or the Receiver enters into possession of the Charged Property, it will not be liable to account as mortgagee in possession and may at any time at its discretion go out of such possession

#### **15.3 Liability of Charging Companies**

Each Charging Company shall be deemed to be a principal debtor and the sole, original and independent obligor for the Secured Obligations and the Charged Property shall be deemed to be a principal security for the Secured Obligations. The liability of each Charging Company under this deed and the charges contained in this deed shall not be impaired by any forbearance, neglect, abandonment, indulgence, extension of time, release, surrender or loss of securities, dealing, variation or arrangement by the Security Agent or any other Secured Party, or by any other act, event or matter whatsoever whereby the liability of the relevant Charging Company (as a surety only) or the charges contained in this deed (as secondary or collateral charges only) would, but for this provision, have been discharged. Clause 24.4 (*Waiver of defences*) of the Intercreditor Agreement will apply in relation to this deed as if incorporated in this deed, but on the basis that the obligations of each Guarantor arising under those clauses will be deemed to be substituted by the obligations of each Charging Company under this deed and references in that clause to any Obligor any Hedge Counterparty and Hedging Agreement will be deemed under this deed to be substituted by references to any Charging Company, any Secured Party and this deed (respectively)

#### **15.4 Security Agent**

The provisions set out in clause 18 (Security Agent) of the Intercreditor Agreement shall govern the rights, duties and obligations of the Security Agent under this deed

### **16 CUMULATIVE POWERS AND AVOIDANCE OF PAYMENTS**

#### **16.1 Cumulative Powers**

The powers which this deed confers on the Security Agent, 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. The Security Agent, 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. The respective powers of the Security Agent, 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



## **16.2 Amounts Avoided**

If any amount paid by a Charging Company in respect of the Secured Obligations is capable of being avoided or set aside on the liquidation or administration of the relevant Charging Company or otherwise, then for the purposes of this deed that amount shall not be considered to have been paid. No interest shall accrue on any such amount, unless and until such amount is so avoided or set aside.

## **16.3 Discharge Conditional**

Any settlement or discharge between a Charging Company and any Secured Party shall be conditional upon no security or payment to that Secured Party by that Charging Company or any other person being avoided, set aside, ordered to be refunded or reduced by virtue of any provision or enactment relating to insolvency and accordingly (but without limiting the other rights of that Secured Party under this deed) that Secured Party shall be entitled to recover from that Charging Company the value which that Secured Party has placed on that security or the amount of any such payment as if that settlement or discharge had not occurred.

## **17 RULING OFF ACCOUNTS**

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

## **18 DELEGATION**

Subject to the terms of the Intercreditor Agreement, the Security Agent 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 reasonably think fit. The Security Agent will not be liable or responsible to any Charging Company or any other person for any losses arising from any act, default, omission or misconduct on the part of any delegate acting in accordance with this deed or as a result of such delegate's fraud, wilful default or gross negligence.

## **19 REDEMPTION OF PRIOR CHARGES**

The Security Agent 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 Charging Company. Each Charging Company will on demand pay to the Security Agent all principal monies and interest and all losses incidental to any such redemption or transfer.

## **20 SET-OFF**

### **20.1 Set-Off Rights**

If an Event of Default is continuing a Secured Party may set off any matured obligation due from any Charging Company under the Finance Documents (to the extent beneficially owned by that Secured Party) against any matured obligation owed by that Secured Party to that Charging

Company, 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.

## **20.2 Different Currencies**

A Secured Party may exercise its rights under Clause 20.1 (*Set-Off Rights*) notwithstanding that the amounts concerned may be expressed in different currencies and each Secured Party is authorised to effect any necessary conversions at a market rate of exchange selected by it.

## **20.3 Unliquidated Claims**

If the relevant obligation or liability 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.

## **20.4 No Set-Off**

All payments to be made by a Charging Company under this deed shall be calculated and be made without (and free and clear of any deduction for) set-off or counterclaim.

# **21 CHANGES TO PARTIES**

## **21.1 Assignment by the Security Agent**

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

## **21.2 Changes to Parties**

Each Charging Company authorises and agrees to changes to parties under clause 20 (*Changes to Parties*) of the Intercreditor Agreement and authorises the Security Agent to execute on its behalf any document required to effect the necessary transfer of rights or obligations contemplated by those provisions.

## **21.3 New Subsidiaries**

The Parent will procure that any new Subsidiary of it which is required to do so by the terms of the Secured Debt Documents executes a Security Accession Deed (subject to such amendments as may be required to ensure that no breach of law or regulation occurs as a result and in accordance with the Agreed Security Principles).

## **21.4 Consent of Charging Companies**

Each Charging Company consents to new Subsidiaries becoming Charging Companies as contemplated by clause 21.3 (*New Subsidiaries*) and irrevocably appoints the Parent as its agent for the purpose of executing any Security Accession Deed on its behalf.

# **22 MISCELLANEOUS**

## **22.1 Certificates Conclusive**

A certificate or determination of the Security Agent as to any amount payable under this deed will be conclusive and binding on each Charging Company, except in the case of manifest error.

## **22.2 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

### **22.3 Counterparts**

This deed may be executed in any number of counterparts, all of which taken together shall be deemed to constitute one and the same instrument

### **22.4 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.

### **22.5 Third Party Rights**

The Contracts (Rights of Third Parties) Act 1999 shall not apply to this deed and no person other than the parties to this deed shall have any rights under it, nor shall it be enforceable under that Act by any person other than the parties to it.

### **22.6 Covenant To Release**

Once all the Secured Obligations have been irrevocably paid in full and none of the Security Agent nor any Secured Party has any actual or contingent liability to advance further monies to, or incur liability on behalf of, any Charging Company under the Secured Debt Documents, the Security Agent and each Secured Party shall, at the request and cost of each Charging Company, promptly take any action including preparing and delivering all documents and instruments (including any termination or release letter or deed) and performing all acts or deeds (including returning title documents, share certificates, related share transfer forms and any other document belonging to such Charging Company and sending notifications to the Account Banks and counterparties to the Assigned Agreements which are, in each case, necessary, or otherwise requested by any Charging Company (acting reasonably) to release the relevant Charged Property from the security constituted by this deed.

## **23 GOVERNING LAW**

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

## **24 JURISDICTION**

The parties agree that the courts of England shall 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) (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.

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

**SCHEDULE 1  
CHARGING COMPANIES**

| <b>Name</b>                 | <b>Registered Number</b> |
|-----------------------------|--------------------------|
| Findus Group Limited        | 05586358                 |
| Findus Holdings Limited     | 04298007                 |
| Findus Treasury Limited     | 04345741                 |
| Findus UK Group Limited     | 03628503                 |
| Lighthouse UKCo 1 Limited   | 06025239                 |
| Lighthouse UKCo 2 Limited   | 06025306                 |
| Lighthouse UKCo 3 Limited   | 06025321                 |
| Polarfrost Seafoods Limited | 01659536                 |
| Young's Seafood Limited     | 03751665                 |
| Bluecrest Foods Limited     | 01477891                 |

**SCHEDULE 2**  
**DETAILS OF ENGLISH AND WELSH PROPERTIES**

**Part 1A**  
**Registered Land**

| <b>Charging Company</b>   | <b>County and District<br/>(or London Borough)</b> | <b>Address or description</b>  | <b>Title No</b>          |
|---|--|--|--------------------------|
| Registered Proprietor –<br>Young's Seafood<br>Limited (3751665) | Kingston upon Hull                                 | Land and buildings on the<br>north east side of Wassand<br>Street, Kingston upon Hull                        | HS185727                 |
| Lessee – Young's<br>Seafood Limited                             | Lincolnshire                                       | Land on the east side of<br>Humber Bridge Road,<br>Grimsby, Lincolnshire                                     | HS284410                 |
| Lessee – Young's<br>Seafood Limited                             | Lincolnshire                                       | Land on the east side of Ross<br>Road, Grimsby (forming part<br>of the Coated Factory)                       | HS284416                 |
| Lessee – Young's<br>Seafood Limited                             | Lincolnshire                                       | Land on the east side of Ross<br>Road, Grimsby (being major<br>part of the Coated Factory)                   | HS284417                 |
| Lessee – Young's<br>Seafood Limited                             | Lincolnshire                                       | Land on the east side of<br>Humber Bridge Road,<br>Grimsby, Lincolnshire                                     | HS284409                 |
| Lessee – Young's<br>Seafood Limited                             | Lincolnshire                                       | Land on the east side of Ross<br>Road, Grimsby   | HS284408                 |
| Lessee – Young's<br>Seafood Limited                             | Lincolnshire                                       | Land on the south east side of<br>Humber Bridge Road,<br>Grimsby, Lincolnshire                               | HS284407                 |
| Lessee – Young's<br>Seafood Limited                             | Lincolnshire                                       | Land and lying to the north<br>east side of Wickham Road,<br>Grimsby, Lincolnshire                           | HS284415 and<br>HS284414 |
| Lessee – Young's<br>Seafood Limited                             | Lincolnshire                                       | Land to the north side of<br>Wickham Road, Grimsby,<br>Lincolnshire  | HS284413                 |
| Registered Proprietor –<br>Young's Seafood<br>Limited           | Lincolnshire                                       | Land at Humberstone Road<br>and land and buildings on the<br>south west side of<br>Humberstone Road, Grimsby | HS196476 and<br>HS196477 |
| Lessee – Young's<br>Seafood Limited                             | Lincolnshire                                       | Ross House, Wickham Road,<br>Grimsby   | HS291883                 |
| Lessee – Young's<br>Seafood Limited                             | Lincolnshire                                       | Land on the east side of<br>Humber Bridge Road,<br>Grimsby   | HS291897                 |
| Lessee – Young's<br>Seafood Limited                             | Lincolnshire                                       | Land known as the Raw<br>Material Quality Assurance<br>Building, Salveson Road,<br>Grimsby                   | HS284412                 |

|   |                    |   |                                 |
|---|--------------------|---|---------------------------------|
| Lessee – Young’s Seafood Limited                | Lincolnshire       | Land on east side of Humber Bridge Road, Grimsby  | HS291885                        |
| Lessee – Young’s Seafood Limited                | Lincolnshire       | Land lying to the south of Faringdon Road, Grimsby  | HS319853                        |
| Registered Proprietor – Young’s Seafood Limited | Kingston upon Hull | 33 Holt Road, Cromer, Norfolk NR27 9EB  | NK220956                        |
| Lessee – Young’s Seafood Limited                | Lincolnshire       | Land and buildings on the north side of Wrexham Road, Grimsby   | HS233762                        |
| Lessee – Young’s Seafood Limited                | Lincolnshire       | Land and buildings on the south and south west side of Marsden Road, Grimsby and land being Bluecrest Freebooter Limited, Grimsby | HS205509, HS251232 and HS204806 |

**Part IB**  
**Unregistered Land**

None at the date of this deed


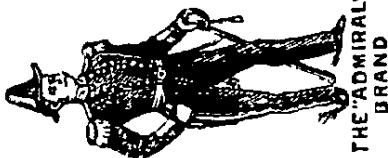

**SCHEDULE 3  
SUBSIDIARY SHARES**



| <b>Charging Company</b>   | <b>Subsidiary</b>         | <b>Number of class of shares</b>                  | <b>Details of nominees (if any) holding legal title to shares</b> |
|---------------------------|---------------------------|---|---|
| Bluecrest Foods Limited   | Young's Seafood Limited   | 20,000 ordinary shares of £1 each                 |   |
|                           |                           | 10,000 preference shares of £1 each               |   |
| Findus Group Limited      | Findus Holdings Limited   | 2,169,173 ordinary shares of £0.01                |   |
| Findus Holdings Limited   | Findus Treasury Limited   | 109,750 ordinary shares of £1.00 each             |   |
| Findus Treasury Limited   | Findus UK Group Limited   | 1,263,390 ordinary shares of £0.10 each           |   |
|                           |                           | 2,624,000 A ordinary shares of £0.10 each         |   |
|                           |                           | 256,000 B ordinary shares of £0.10 each           |   |
|                           |                           | 10,000 preferred shares of £0.10 each             |   |
| Findus UK Group Limited   | Bluecrest Foods Limited   | 4,000 ordinary shares of £1 each                  |   |
|                           | Young's Seafood Limited   | 14,980,000 ordinary shares of £1 each             |   |
| Lighthouse UKCo 1 Limited | Lighthouse UKCo 2 Limited | 34,386,485 ordinary shares of £0.01 each          |   |
|                           |                           | 3,989,390 preferred ordinary shares of £0.01 each |   |
| Lighthouse UKCo 2 Limited | Lighthouse UKCo 3 Limited | 34,386,485 ordinary shares of £0.01 each          |   |
|                           |                           | 3,989,390 preference shares of £0.01 each         |   |
| Lighthouse UKCo 3 Limited | Findus Group Limited      | 173,919 A ordinary shares of £0.01 each           |   |
|                           |                           | 1,273,913 B ordinary shares of £0.01 each         |   |




|                            |                                |  |
|----------------------------|--------------------------------|--|
|                            |                                | 251,800 C ordinary<br>shares of £0.01 each |
|                            |                                | 100,000 D ordinary<br>shares of £0.01 each |
|                            |                                | 100,000 E ordinary<br>shares of £0.01 each |
|                            |                                | 100,072 F ordinary<br>shares of £0.01 each |
|                            |                                | 68,166 G ordinary<br>shares of £0.01 each  |
|                            |                                | 300,368 deferred shares<br>of £0.01 each   |
| Young's Seafood<br>Limited | Polarfrost Seafoods<br>Limited | 525,000 ordinary shares<br>of £1 each      |
|                            |                                | 12,500 preference shares<br>of £1 each     |


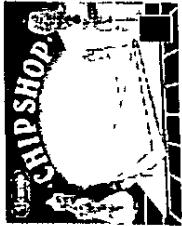





Part 1 – Trade Marks





|   | Citation  | Jurisdiction         | Owner Name                        | Registration Number | Application Date | Registration Date | Expiry Date      | Class      | Status     | Comments |
|---|---|----------------------|-----------------------------------|---------------------|------------------|-------------------|------------------|------------|------------|----------|
| 1 | Young's<br>              | Community Trade Mark | YOUNG'S BLUECREST SEAFOOD LIMITED | 685420              | 24 November 1997 | 21 June 1999      | 24 November 2017 | 29         | Registered |          |
| 2 | PINNEYS   | Community Trademark  | Young's Seafood Limited           | 9236365             | 09 July 2010     | 24 December 2010  | 09 July 2020     | 29, 30, 43 | Registered |          |
| 3 | <br>THE "ADMIRAL" BRAND | United Kingdom       | Young's Seafood Limited           | 86561               | 13 February 1889 | 13 February 1889  | 13 February 2021 | 29, 30     | Registered |          |
| 4 |                        | United Kingdom       | Young's Seafood Limited           | 960582              | 04 June 1970     | 04 June 197       | 04 June 2015     | 29         | Registered |          |





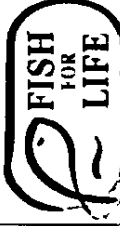

|    | Citation   | Jurisdiction   | Owner Name              | Registration Number | Application Date  | Registration Date | Expiry Date       | Class  | Status     | Comments |
|----|--|----------------|-------------------------|---------------------|-------------------|-------------------|-------------------|--------|------------|----------|
| 5  | ADMIRAL  | United Kingdom | Young's Seafood Limited | 1034499             | 23 August 1974    | 23 August 1974    | 23 August 2015    | 29     | Registered |          |
| 6  |  <b>Young's</b> | United Kingdom | Young's Seafood Limited | 1206355             | 01 November 1983  | 01 November 1983  | 01 November 2014  | 29     | Registered |          |
| 7  | PINNEYS  | United Kingdom | Young's Seafood Limited | 1357812             | 14 September 1988 | 01 February 1991  | 14 September 2015 | 29, 30 | Registered |          |
| 8  |                 | United Kingdom | Young's Seafood Limited | 1361521             | 21 October 1988   | 10 June 1994      | 21 October 2015   | 30     | Registered |          |
| 9  | ADMIRAL'S PIE  | United Kingdom | Young's Seafood Limited | 1429781             | 20 June 1990      | 06 November 1992  | 20 June 2017      | 29     | Registered |          |
| 10 | YOUNG'S  | United Kingdom | Young's Seafood Limited | 1556269             | 09 December 1993  | 04 October 1996   | 09 December 2020  | 29     | Registered |          |



|    | Citation  | Jurisdiction   | Owner Name              | Registration Number | Application Date  | Registration Date | Expiry Date       | Class  | Status     | Comments  |
|----|---|----------------|-------------------------|---------------------|-------------------|-------------------|-------------------|--------|------------|---|
| 11 |    | United Kingdom | Young's Seafood Limited | 1556296             | 09 December 1993  | 04 October 1996   | 09 December 2020  | 29     | Registered | LIMITATION<br>The first mark in the series is limited to the colours red, blue and white as shown in the representation on the form of application                              |
| 12 |    | United Kingdom | Young's Seafood Limited | 2037039             | 21 September 1995 | 27 September 1996 | 21 September 2015 | 29, 30 | Registered | LIMITATION<br>The mark is shown in the representation on the form of application in the colours black, orange, yellow, white, red, blue and green but is not limited to colours |
| 13 |  | United Kingdom | Young's Seafood Limited | 2101384             | 30 May 1996       | 04 April 1997     | 30 May 2016       | 29     | Registered |   |

|    | Citation  | Jurisdiction   | Owner Name              | Registration Number | Application Date | Registration Date | Expiry Date   | Class      | Status     | Comments |
|----|---|----------------|-------------------------|---------------------|------------------|-------------------|---------------|------------|------------|----------|
| 14 |    | United Kingdom | Young's Seafood Limited | 2133371             | 21 May 1997      | 07 November 1997  | 21 May 2017   | 29         | Registered |          |
| 15 |    | United Kingdom | Young's Seafood Limited | 2134759             | 03 June 1997     | 12 June 1998      | 03 June 2017  | 29, 30     | Registered |          |
| 16 | YOUNG'S BUBBLY BATTER   | United Kingdom | Young's Seafood Limited | 2264169             | 14 March 2001    | 26 December 2003  | 14 March 2021 | 29, 30     | Registered |          |
| 17 | YOUNG'S PRAWNS FOR  | United Kingdom | Young's Seafood Limited | 2294700             | 07 March 2002    | 06 December 2002  | 07 March 2022 | 29, 30, 43 | Registered |          |
| 18 |  | United Kingdom | Young's Seafood Limited | 2302745             | 13 June 2002     | 04 July 2003      | 13 June 2022  | 29, 30, 43 | Registered |          |





|    | Citation  | Jurisdiction   | Owner Name              | Registration Number | Application Date  | Registration Date | Expiry Date       | Class      | Status     | Comments |
|----|---|----------------|-------------------------|---------------------|-------------------|-------------------|-------------------|------------|------------|----------|
| 19 |  | United Kingdom | Young's Seafood Limited | 2302747             | 13 June 2002      | 04 July 2003      | 13 June 2022      | 29, 30, 43 | Registered |          |
| 20 |  | United Kingdom | Young's Seafood Limited | 2305603             | 19 July 2002      | 02 January 2004   | 19 July 2022      | 29, 30     | Registered |          |
| 21 | YOUNG'S AT HEART  | United Kingdom | Young's Seafood Limited | 2310742             | 17 September 2002 | 28 February 2003  | 17 September 2022 | 29, 30, 43 | Registered |          |
| 22 | YOUNG'S SENSATIONS  | United Kingdom | Young's Seafood Limited | 2359600             | 29 March 2004     | 03 September 2004 | 29 March 2014     | 29, 30, 43 | Registered |          |

|    | Citation  | Jurisdiction   | Owner Name              | Registration Number | Application Date | Registration Date | Expiry Date   | Class      | Status     | Comments |
|----|---|----------------|-------------------------|---------------------|------------------|-------------------|---------------|------------|------------|----------|
| 23 |   | United Kingdom | Young's Seafood Limited | 2360345             | 06 April 2004    | 26 November 2004  | 06 April 2014 | 29, 30, 43 | Registered |          |
| 24 |   | United Kingdom | Young's Seafood Limited | 2419807             | 20 April 2006    | 16 February 2007  | 20 April 2016 | 29, 30, 43 | Registered |          |

|    | Citation  | Jurisdiction   | Owner Name              | Registration Number | Application Date | Registration Date | Expiry Date      | Class      | Status     | Comments |
|----|---|----------------|-------------------------|---------------------|------------------|-------------------|------------------|------------|------------|----------|
| 25 |   | United Kingdom | Young's Seafood Limited | 2439030             | 15 November 2006 | 25 May 2007       | 15 November 2016 | 29, 30, 43 | Registered |          |
| 26 |   | United Kingdom | Young's Seafood Limited | 2444561             | 24 January 2007  | 03 August 2007    | 24 January 2017  | 29, 30, 43 | Registered |          |
| 27 |    | United Kingdom | Young's Seafood Limited | 2444559             | 24 January 2007  | 27 July 2007      | 24 January 2017  | 29, 30, 43 | Registered |          |
| 28 |    | United Kingdom | Young's Seafood Limited | 2444560             | 24 January 2007  | 27 July 2007      | 24 January 2017  | 29, 30, 43 | Registered |          |

|    | Citation  | Jurisdiction   | Owner Name              | Registration Number | Application Date | Registration Date | Expiry Date      | Class      | Status     | Comments |
|----|---|----------------|-------------------------|---------------------|------------------|-------------------|------------------|------------|------------|----------|
| 29 |  | United Kingdom | Young's Seafood Limited | 2495358             | 15 August 2008   | 02 January 2009   | 15 August 2018   | 29, 30, 43 | Registered |          |
| 30 |  | United Kingdom | Young's Seafood Limited | 2504496             | 11 December 2008 | 10 April 2009     | 11 December 2018 | 29, 30, 43 | Registered |          |
| 31 | GHILLIE & GLENN   | United Kingdom | Young's Seafood Limited | 2537806             | 01 February 2010 | 07 May 2010       | 01 February 2020 | 29, 30, 43 | Registered |          |
| 32 | MACRAE  | United Kingdom | Young's Seafood Limited | 2537807             | 01 February 2010 | 07 May 2010       | 01 February 2020 | 29, 30, 43 | Registered |          |



|    | Citation  | Jurisdiction   | Owner Name              | Registration Number | Application Date  | Registration Date | Expiry Date       | Class      | Status     | Comments |
|----|---|----------------|-------------------------|---------------------|-------------------|-------------------|-------------------|------------|------------|----------|
| 33 | YOUNG'S EASY COOK   | United Kingdom | Young's Seafood Limited | 2580070             | 03 May 2011       | 26 August 2011    | 03 May 2021       | 29, 30, 43 | Registered |          |
| 34 | YOUNG'S GASTRO  | United Kingdom | Young's Seafood Limited | 2593950             | 09 September 2011 | 06 January 2012   | 09 September 2021 | 29, 30, 43 | Registered |          |
| 35 | YOUNG'S THE SEAFOOD COMPANY   | United Kingdom | Young's Seafood Limited | 2604516             | 14 December 2011  | 13 April 2012     | 14 December 2021  | 29, 30, 43 | Registered |          |
| 36 | <br>    | United Kingdom | Young's Seafood Limited | 2627277             | 06 July 2012      | -                 | -                 | 29, 30     | Pending    |          |
| 37 | <br> | United Kingdom | Young's Seafood Limited | 2627278             | 06 July 2012      | 23 November 2012  | 06 July 2022      | 29, 30     | Registered |          |
| 38 | YOUNG'S   | United Kingdom | Young's Seafood Limited | 2627279             | 06 July 2012      | 23 November 2012  | 06 July 2022      | 29, 30     | Registered |          |

**Part 2 – Patents**

|           | <b>Proprietor</b>   | <b>Title</b>   | <b>Application Number</b> | <b>Grant Number</b> | <b>Country</b>   |
|-----------|---|--|---------------------------|---------------------|--|
| <b>1.</b> | Young's Seafood Limited   | A food packaging product and apparatus for producing same  | GB0116332 8               | GB2377216           | United Kingdom   |
| <b>2.</b> | Young's Seafood Limited (former name Young's Bluecrest Seafood Limited) | Shaped seafood portions  | GB0525755 5               | GB2433225           | United Kingdom   |
| <b>3.</b> | Young's Seafood Limited (former name Young's Bluecrest Seafood Limited) | Improvements in and relating to the preparation of coated food products  | GB9904915 7               | GB2347338           | United Kingdom   |
| <b>4.</b> | Young's Seafood Limited (former name Young's Bluecrest Seafood Limited) | Improvements in and relating to coating food products  | EP95902877 0              | EP0731650           | United Kingdom (national designation of European patent) |
| <b>5.</b> | Young's Seafood Limited (former name Young's Bluecrest Seafood Limited) | Process and apparatus for making battered and fried food products having an embossed surface, and product obtained | EP98305802 5              | EP0903084           | United Kingdom (national designation of European patent) |

**SCHEDULE 5**  
**FORMS OF NOTICE**

**Part 1**

**Forms of notice to counterparties (other than insurers) of Assigned Agreements**

To                    [insert name and address of counterparty]

Dated                ●

Dear Sirs

**Re: [here identify the relevant Assigned Agreement] (the “Agreement”)**

We notify you that [insert name of Charging Company] (the “**Charging Company**”) has assigned to [ ] {the “**Security Agent**”) for the benefit of itself and certain other banks and financial institutions (the “**Secured Parties**”) all its right, title and interest in the Agreement as security for certain obligations owed by the Charging Company to the Secured Parties

We further notify you that

- 1        the Charging Company may not agree to amend or terminate the Agreement without the prior written consent of the Security Agent or the Secured Parties other than any amendments which would not materially affect the interests of the Secured Parties,
- 2        you may continue to deal with the Charging Company in relation to the Agreement until you receive written notice to the contrary from the Security Agent. Thereafter the Charging Company 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 Agent,
- 3        you are authorised to disclose information in relation to the Agreement to the Security Agent on request,
- 4        after receipt of written notice in accordance with paragraph 2 above, you must pay all monies to which the Charging Company is entitled under the Agreement direct to the Security Agent (and not to the Charging Company) unless the Security Agent otherwise agrees in writing, and
- 5        the provisions of this notice may only be revoked with the written consent of the Security Agent

Please sign and return the enclosed copy of this notice to the Security Agent (with a copy to the Charging Company) 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)        you have not received notice that the Charging Company has assigned 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 Charging Company 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

for and on behalf of  
[insert name of Charging Company]

[On acknowledgement copy]

To [ ]

Copy to [Insert name and address of Charging Company]

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

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 Charging Company] (the "**Charging Company**") has assigned to [ ] (the "**Security Agent**") for the benefit of itself and certain other banks and financial institutions (the "**Secured Parties**") all its right, title and interest in the Policies as security for certain obligations owed by the Charging Company to the Secured Parties

We further notify you that

- 1 the Charging Company may not agree to amend or terminate the Policies without the prior written consent of the Security Agent,
- 2 you may continue to deal with the Charging Company in relation to the Policies until you receive written notice to the contrary from the Security Agent. Thereafter the Charging Company will cease to have any right to deal with you in relation to the Policies and therefore from that time you should and are hereby irrevocably authorised to deal only with the Security Agent including, without limitation, to pay to the Security Agent (or as the Security Agent may direct) all monies to which the Charging Company is entitled under the Policies,
- 3 you are authorised to disclose information in relation to the Policies to the Security Agent on request, and
- 4 the provisions of this notice may only be revoked with the written consent of the Security Agent

Please sign and return the enclosed copy of this notice to the Security Agent (with a copy to the Charging Company) by way of confirmation that

- (a) you agree to act in accordance with the provisions of this notice,
- (b) you have not received notice that the Charging Company has assigned 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
- (c) you have not claimed or exercised nor do you have any outstanding right to claim or exercise against the Charging Company, 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

for and on behalf of  
[insert name of Charging Company]

**[On acknowledgement copy]**

To [ ]

Copy to [insert name and address of Charging Company]

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

for and on behalf of  
[insert name of insurance company]

Dated •

| Company                 | Country        | Bank  | Country        | IBAN account number       | Account Name          | Currency |
|-------------------------|----------------|---|----------------|---------------------------|-----------------------|----------|
| Young's Seafood Limited | United Kingdom | National Westminster Bank<br>Grimsby Docks Branch | United Kingdom | GB10NWBK56005298653032    | ANNAN CA              | GBP      |
|                         |                |   |                | GB32NWBK56005298653024    | YSL GBP CA            | GBP      |
|                         |                |   |                | GB61NWBK56005298647458    | KILRON CA             | GBP      |
|                         |                |   |                | GB75NWBK56005233070938    | YSL - FEE             | GBP      |
|                         |                |   |                | GB83NWBK56005233057990    | PINNEYS CA            | GBP      |
|                         |                |   |                | GB06NWBK56005233019703    | YSL DIS               | GBP      |
|                         |                |   |                | GB47NWBK56005233015376    | MACRAE FRASERBURGH CA | GBP      |
|                         |                |   |                | GB13NWBK56005233015309    | MACRAE EDINBURGH CA   | GBP      |
|                         |                |   |                | GB04NWBK56005232609914    | POLARFROST CA         | GBP      |
|                         |                |   |                | GB81NWBK56005204411986    | YSL PAYROLL ACCOUNT   | GBP      |
|                         |                |   |                | GB31NWBK60720906853064    | YSL EUR CA            | EUR      |
|                         |                |   |                | GB60NWBK60730136400602    | YSL CAD CA            | CAD      |
|                         |                |   |                | GB66NWBK60730108096864    | YSL USD CA            | USD      |
|                         |                |   |                | SE50300000000048377800450 | YOUNGS SEAFOOD LTD    | CHF      |
| Findus Treasury Limited | United Kingdom | Nordea Bank<br>Box 24, SE-20120 Malmo             | Sweden         | SE50300000000048377800450 | YOUNGS SEAFOOD LTD    | DKK      |
|                         |                |   |                | SE50300000000048377800450 | YOUNGS SEAFOOD LTD    | NOK      |
|                         |                |   |                | SE50300000000048377800450 | YOUNGS SEAFOOD LTD    | SEK      |
|                         |                |   |                | SE50300000000048377800450 | YOUNGS SEAFOOD LTD    | SEK      |
|                         |                |   |                | GB06NWBK56005233070822    | FTL - FEE             | GBP      |
|                         |                |   |                | GB69NWBK56005233064741    | FTL GBP CA            | GBP      |
|                         |                |   |                | GB53NWBK60720936401099    | FTL EUR CA            | EUR      |
|                         |                |   |                | GB43NWBK60730136401102    | FTL CAD CA            | CAD      |
|                         |                |   |                | GB55NWBK60730136401080    | FTL USD CA            | USD      |
|                         |                |   |                | SE53300000000048377800493 | FINDUS TREASURY LTD   | CHF      |
|                         |                |   |                | SE53300000000048377800493 | FINDUS TREASURY LTD   | CZK      |
|                         |                |   |                | SE53300000000048377800493 | FINDUS TREASURY LTD   | DKK      |
|                         |                |   |                | SE53300000000048377800493 | FINDUS TREASURY LTD   | EUR      |
|                         |                |   |                | SE53300000000048377800493 | FINDUS TREASURY LTD   | GBP      |
|                         |                |   |                | SE53300000000048377800493 | FINDUS TREASURY LTD   | NOK      |
|                         |                |   |                | SE53300000000048377800493 | FINDUS TREASURY LTD   | SEK      |
|                         |                |   |                | SE53300000000048377800493 | FINDUS TREASURY LTD   | THB      |
|                         |                |   |                | SE53300000000048377800493 | FINDUS TREASURY LTD   | USD      |

## **SCHEDULE 7**

### **Form of notice to banks operating Collection Accounts**

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

Dated •

Dear Sirs

#### **Re: The Findus Group of Companies - Security over Collection Accounts**

We notify you that the companies identified in the schedule to this notice (together the "Customers") charged (by way of fixed charge pursuant to the debenture dated on or around the date of this notice and made between each of the Customers and Societe Generale, London Branch (the "Security Agent") (the "Debenture") in favour of the Security Agent, for the benefit of itself and certain other banks and financial institutions all their 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 and to any other accounts from time to time maintained with you by the Customers (the "Charged Accounts") and to all interest (if any) accruing on the Charged Accounts

- 1 Prior to the receipt by you of a notice from the Security Agent specifying that a Declared Default (as defined in the Debenture) has occurred, the Customers will have the sole right (i) to operate and transact business in relation to the Charged Accounts (including making withdrawals from and effecting closures of the Charged Accounts), and (ii) to deal with you in relation to the Charged Accounts
- 2 Following receipt by you of a written notice from the Security Agent specifying that a Declared Default has occurred under the Debenture (but not at any other time) the Customers irrevocably authorise you
  - (a) to hold all monies from time to time standing to the credit of the Charged Accounts to the order of the Security Agent and to pay all or any part of those monies to the Security Agent (or as it may direct) promptly following receipt of written instructions from the Security Agent to that effect, and
  - (b) to disclose to the Security Agent any information relating to the Customers and the Charged Accounts which the Security Agent may from time to time request you to provide
- 3 We refer to the group overdraft arrangements entered or to be entered into between you and certain of the Customers on or about the date of this notice (the "Group Overdraft") The Security Agent, by its countersignature to this notice, irrevocably agrees in your favour that the security constituted by the Debenture shall not prohibit or restrict you from
  - (a) exercising any right to combine or otherwise operate any netting or set-off arrangement between any Charged Accounts which are from time to time subject to the Group Overdraft, or
  - (b) setting off and applying any amount standing to the credit of any Charged Account the subject of the Group Overdraft against any liabilities (including any guarantee or similar obligation) which a Customer may have to you under or in respect of the Group Overdraft.

and any such security shall apply accordingly to any credit balances on the relevant Charged Accounts net of any such set-off or combination



- 4 The provisions of this notice may only be revoked or varied with the written consent of the Security Agent and the Customers
- 5 Please sign and return the enclosed copy of this notice to the Security Agent (with a copy to ourselves) by way of your confirmation that
- (a) you agree to act in accordance with the provisions of this notice,
  - (b) you have not received notice that any Customer has assigned its rights to the monies standing to the credit of the Charged Accounts or otherwise granted any security or other interest (which you have not been notified has been released) 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 or combination of credit and debit balances pursuant to the Group Overdraft as set out in paragraph 3 above, and
  - (d) you have not claimed or exercised, nor do you have outstanding any right to claim or exercise against any Customer, any right of set-off, counter-claim or other right relating to the Charged Accounts (save as set out in paragraph 3 above in respect of the Group Overdraft)

The provisions of this notice are governed by English law

**Schedule**

| Customer | Account Number | Sort Code |
|----------|----------------|-----------|
| •        | •              | •         |

Yours faithfully

for and on behalf of  
**[Insert name of Charging Company]**  
as agent for and on behalf of  
all of the Customers

Counter-signed by

Societe Generale, London Branch

**[On acknowledgement copy]**

To                    Societe Generale, London Branch

Copy to            [Insert name of Charging Company] (on behalf of all the Customers)

We acknowledge receipt of the above notice and confirm the matters set out in paragraphs 5(a) to (d) above

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

Dated              •

**SCHEDULE 8  
FORM OF SECURITY ACCESSION DEED**

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

**BETWEEN:**

- (1) • Limited (a company incorporated in [England and Wales] with registered number • (the “**New Charging Company**”),
- (2) **Lighthouse UKCo 1 Limited** (a private limited company incorporated in England and Wales with registered number 06025239), and
- (3) [ ] as security agent for itself and the other Secured Parties (the “**Security Agent**”)

**RECITAL:**

This deed is supplemental to a debenture dated • between, inter alia, the Parent, the Charging Companies named therein and the Security Agent, 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

**2.1 Construction**

Clause 1.2 (*Construction*) and clause 1.3 (*Other References*) of the Debenture will be deemed to be set out in full in this deed, but as if references in those clauses to the Debenture were references to this deed

**2. ACCESSION OF NEW CHARGING COMPANY**

**2.1 Accession**

The New Charging Company agrees to be a Charging Company 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 Charging Company

**2.2 Covenant to pay**

Subject to any limits on its liability specifically recorded in the Finance Documents, the New Charging Company as primary obligor covenants with the Security Agent (for the benefit of itself and the other Secured Parties) that it will pay on demand the Secured Obligations when it falls due for payment

**2.3 Fixed Charges**

The New Charging Company, as continuing security for the payment of the Secured Obligations, charges in favour of the Security Agent with full title guarantee (subject only to the Senior Debentures) the following assets, both present and future, from time to time owned by it or in which it has an interest

- (a) by way of first legal mortgage all Premises (including the property specified in part 1 of schedule 1) together with all buildings and fixtures (including trade fixtures) on that property, and
- (b) by way of first fixed charge
  - (i) all the Subsidiary Shares and Investments and all corresponding Distribution Rights,
  - (ii) all other interests (not effectively charged under clause 2.3(a)) in any Premises, and the benefit of all other agreements relating to land,
  - (iii) all rights, title and interest in plant, machinery, vehicles, computers, office and other equipment and furnishings and the benefit of all contracts, licences and warranties relating thereto,
  - (iv) all Book Debts and all rights and claims against third parties and against any security in respect of Book Debts,
  - (v) all debts and monetary claims (other than Other Debts) and all rights against third parties in respect of such debts and claims,
  - (vi) all monies standing to the credit of its accounts (including the Collection Accounts) with any bank, financial institution or other person and all rights, title and interest in relation to those accounts,
  - (vii) all its right, title and interest in Intellectual Property,
  - (viii) all rights and interests in the Hedging Agreements,
  - (ix) the benefit of all licences, consents and agreements held by it in connection with the use of any of its assets,
  - (x) its goodwill and uncalled capital, and
  - (xi) if not effectively assigned by clause 2.5 (*Security Assignment*), all its rights, title and interests in (and claims under) the Insurances and the Assigned Agreements

## 2.4 Floating Charge

As further continuing security for the payment of the Secured Obligations, the New Charging Company charges with full title guarantee (subject only to the Debenture) and as beneficial owner in favour of the Security Agent (for the benefit of itself and the other Secured Parties) by way of first floating charge all its present and future assets not effectively charged by way of first fixed charge under clause 2.3 (*Fixed Charges*) or assigned under clause 3.3 (*Security Assignment*)

## 2.5 Security Assignment

As further continuing security for the payment of the Secured Obligations, the New Charging Company assigns absolutely with full title guarantee (subject only to the Debenture) to the Security Agent all its rights, title and interest in the Insurances and the Assigned Agreements identified in schedule 3 provided that on payment or discharge in full of the Secured Obligations the Security Agent will at the request and cost of the New Charging Company re-assign the relevant rights, title and interest in the Insurances and the Assigned Agreements to the New Charging Company (or as it shall direct)

**2.6 No Unlawful Financial Assistance**

No obligation or liability shall be included in this deed to the extent that, if it were so included, this deed (or any part thereof) would constitute unlawful financial assistance within the meaning of sections 151 and 152 of the Companies Act 1985

**3. CONSTRUCTION OF 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 CONSENT OF EXISTING CHARGING COMPANIES**

The existing Charging Companies agree to the terms of this deed and agree that its execution will in no way prejudice or affect the security granted by each of them under (and covenants given by each of them in) the Debenture

**5. NOTICES**

The New Charging Company confirms that its address details for notices in relation to clause 26 (*Notices*) of the Intercreditor Agreement are as follows

|           |   |
|-----------|---|
| Address   | • |
| Facsimile | • |
| Attention | • |

**6. LAW**

This deed (and any dispute, controversy, proceedings or claims of whatever nature arising out of or in any way relating to this deed or its formation) shall be governed by, and construed in accordance with, English law

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

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## **SCHEDULE 1**

### **Part 1**

#### **Details of English and Welsh Properties**

## **SCHEDULE 2**

#### **Details of Subsidiary Shares**

## **SCHEDULE 3**

#### **Assigned Agreements**

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## **SIGNATORIES TO DEED OF ACCESSION**

### **The New Charging Company**

**EXECUTED as a deed by** )  
[•] )  
Acting by its duly authorised attorney )  
[•] )  
In the presence of.

Signature of witness

Name of witness

Address of witness

Occupation of witness

### **The Parent**

Executed as a deed by )  
[•] )  
For itself and as agent for the existing )  
Charging Companies acting by )

Signature of Manager A

Name of Manager A

Signature of witness

Name of witness

Address of witness

Occupation of witness

Signature of Manager B

Name of Manager B

Signature of witness

Name of witness

Address of witness

Occupation of witness

**The Security Agent**

EXECUTED by )

[•] )

Acting by its )

Authorised signatory )

[•]

In the presence of

Signature of witness .

Name of witness

Address of witness

Occupation of witness . . . .



SIGNATURE PAGES TO DEBENTURE

Security Agent

Executed as a deed by  
SOCIETE GENERALE, LONDON BRANCH  
acting by its duly authorised  
signatory

)  
)  
)  
)  
)  
P. Fittock

in the presence of

Signature of witness

J. Robinson

Name of witness

JARRELL ROBINSON

Address of witness

41 TOWER HILL, LONDON EC3N 4SG.

Notice Details

Address 41 Tower Hill  
London  
EC3N 4SG  
United Kingdom

Attention Mr Peter Fittock

**The Parent**

Executed as a deed by  
**LIGHTHOUSE UKCO 1 LIMITED**  
acting by its director  
**HAMISH FORBES**  
in the presence of

)  
)  
)  
)  
)

LuFor

Signature of witness



Name of witness

LAURA MUMMERY

Address of witness

FLAT 4, CLOUTSMAN HOUSE, LONDON. W1W 6W3

**Notice Details**

Address

Ross House  
Wickham Road  
Grimsby  
North East Lincolnshire  
DN31 3SW

Facsimile

+44 (0) 1472 575016

Attention

Mr Hamish Forbes

Cc

Address

18 Soho Square  
London  
W1D 3QL

Attention

Mr William Showalter

Email

Bill Showalter@findusgroup.com

**The Charging Companies**

Executed as a deed by  
**BLUECREST FOODS LIMITED**  
acting by a director  
**HAMISH FORBES**  
in the presence of

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)

LuFor

Signature of witness



Name of witness LAURA MUMMERY

Address of witness FLAT 4, CLOUTSHAM HOUSE, LONDON, W1W 6UB

**Notice Details**

Address            Ross House  
                     Wickham Road  
                     Grimsby  
                     North East Lincolnshire  
                     DN31 3SW

Facsimile        +44 (0) 1472 575016  
Attention        Mr Hamish Forbes

Cc.  
Address        18 Soho Square  
                     London  
                     W1D 3QL

Attention        Mr William Showalter  
Email            Bill Showalter@findusgroup.com

**The Charging Companies**

Executed as a deed by  
**FINDUS GROUP LIMITED**  
acting by a director  
**HAMISH FORBES**  
in the presence of

)  
)  
)  
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*H. Forbes*

Signature of witness

*[Signature]*

Name of witness

*LAURA MUMFORD*

Address of witness:

*FLAT 4, CLOUTSIAN HOUSE, LONDON, W1W 6UB*

**Notice Details**

Address.

Ross House  
Wickham Road  
Grimsby  
North East Lincolnshire  
DN31 3SW

Facsimile  
Attention

+44 (0) 1472 575016  
Mr Hamish Forbes

Cc  
Address

18 Soho Square  
London  
W1D 3QL

Attention  
Email

Mr William Showalter  
Bill.Showalter@findusgroup.com

Executed as a deed by  
FINDUS HOLDINGS LIMITED  
acting by its director  
HAMISH FORBES  
in the presence of

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lu For

Signature of witness 

Name of witness LAURA MUNNER

Address of witness FLAT 4, CLOUTSHAM HOUSE, LONDON, W1W 6UB

**Notice Details**

Address Ross House  
Wickham Road  
Grimsby  
North East Lincolnshire  
DN31 3SW

Facsimile +44 (0) 1472 575016  
Attention Mr Hamish Forbes

Cc.  
Address. 18 Soho Square  
London  
W1D 3QL

Attention Mr William Showalter  
Email Bill Showalter@findusgroup.com

Executed as a deed by  
**FINDUS TREASURY LIMITED**  
acting by its director  
**HAMISH FORBES**  
in the presence of

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*H. Forbes*

Signature of witness.

*L. Munnery*

Name of witness: **LAURA MUNNERY**

Address of witness: **FLAT 4, CLOUTSHAM HOUSE, LONDON, W1W 6UB**

**Notice Details**

Address.            Ross House  
                     Wickham Road  
                     Grimsby  
                     North East Lincolnshire  
                     DN31 3SW

Facsimile.        +44 (0) 1472 575016  
Attention        Mr. Hamish Forbes

Cc.  
Address            18 Soho Square  
                     London  
                     W1D 3QL

Attention        Mr. William Showalter  
Email            Bill.Showalter@findusgroup.com

Executed as a deed by  
FINDUS UK GROUP LIMITED  
acting by its director  
HAMISH FORBES  
in the presence of:

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)  
)  
)  
)

LuFor

Signature of witness: 

Name of witness LAURA MUNNER

Address of witness: FLAT 4, CLOUTAM HOUSE, LONDON, W1W 6UB

#### Notice Details

Address. Ross House  
Wickham Road  
Grimsby  
North East Lincolnshire  
DN31 3SW


Facsimile. +44 (0) 1472 575016  
Attention Mr Hamish Forbes

Cc  
Address 18 Soho Square  
  
London  
  
W1D 3QL

Attention Mr William Showalter  
Email Bill Showalter@findusgroup.com

Executed as a deed by  
LIGHTHOUSE UKCO 1 LIMITED  
acting by its director  
HAMISH FORBES  
in the presence of

Lu For

Signature of witness 

Name of witness LAURA MUMFORD

Address of witness FLAT 4, CLOUTEMAN HOUSE, LONDON, W1W 6UB

#### Notice Details

Address Ross House  
Wickham Road  
Grimsby  
North East Lincolnshire  
DN31 3SW

Facsimile +44 (0) 1472 575016  
Attention, Mr. Hamish Forbes

Cc  
Address 18 Soho Square  
London  
W1D 3QL

Attention Mr. William Showalter  
Email Bill.Showalter@findusgroup.com



Executed as a deed by )  
LIGHTHOUSE UKCO 2 LIMITED )  
acting by its director )  
HAMISH FORBES )  
in the presence of )

Hufor

Signature of witness 

Name of witness LAURA MUNNERY

Address of witness FLAT 6, CLOUTMAN HOUSE, LONDON, E16 6UR

**Notice Details**

Address Ross House  
Wickham Road  
Grimsby  
North East Lincolnshire  
DN31 3SW

Facsimile +44 (0) 1472 575016  
Attention Mr. Hamish Forbes

Cc  
Address 18 Soho Square  
  
London  
  
W1D 3QL

Attention Mr William Showalter  
Email Bill Showalter@findusgroup.com

Executed as a deed by  
**LIGHTHOUSE UKCO 3 LIMITED**  
acting by its director  
**HAMISH FORBES**  
in the presence of

)  
)  
)  
)  
)

*Hamish Forbes*

Signature of witness.

*[Signature]*

Name of witness.

*ALBA NUMERY*

Address of witness *PLAT 4, CLOUTSMAN HOUSE, LONDON, W1U 6UB*

**Notice Details**

Address            Ross House  
                     Wickham Road  
                     Grimsby  
                     North East Lincolnshire  
                     DN31 3SW

Facsimile        +44 (0) 1472 575016  
Attention        Mr Hamish Forbes

Cc  
Address,        18 Soho Square  
  
                     London  
  
                     W1D 3QL

Attention        Mr William Showalter  
Email            Bill Showalter@findusgroup.com

Executed as a deed by  
POLARFROST SEAFOODS LIMITED )  
acting by a director )  
MALCOLM LOFTS )  
in the presence of )

Signature of witness

Name of witness LAURA MUMMER

Address of witness FLAT 4, CLOXTHAM HOUSE HANSON ST LONDON, W1W 6UB.

**Notice Details**

Address Ross House  
Wickham Road  
Grimsby  
North East Lincolnshire  
DN31 3SW

Facsimile +44 (0) 1472 575016  
Attention Mr Leendert Pieter Den Hollander

Cc  
Address 18 Soho Square  
London  
W1D 3QL

Attention Mr William Showalter  
Email Bill Showalter@findusgroup.com

Executed as a deed by  
YOUNG'S SEAFOOD LIMITED  
acting by a director  
MALCOLM LOFTS  
in the presence of

)  
)  
)  
)  
)

Signature of witness

Name of witness: LAURA MUMMER

Address of witness: FLAT 4, CLOUTSMAN HOUSE, HANSON ST, LONDON, W14 0UB

**Notice Details**

|           |  |
|-----------|--|
| Address   | Ross House<br>Wickham Road<br>Grimsby<br>North East Lincolnshire<br>DN31 3SW |
| Facsimile | +44 (0) 1472 575016  |
| Attention | Mr Leendert Pieter Den Hollander   |
| Cc.       |  |
| Address   | 18 Soho Square<br>London<br>W1D 3QL  |
| Attention | Mr William Showalter   |
| Email.    | Bill Showalter@findusgroup.com   |