



Registration of a Charge

Company Name: **FAIRFAX MEADOW EUROPE LIMITED**

Company Number: **04770072**



XCF14ZFT

Received for filing in Electronic Format on the: **27/10/2023**

Details of Charge

Date of creation: **23/10/2023**

Charge code: **0477 0072 0015**

Persons entitled: **RBS INVOICE FINANCE LTD**

Brief description:

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

Certified by: **JANICE WILSON**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4770072

Charge code: 0477 0072 0015

The Registrar of Companies for England and Wales hereby certifies that a charge dated 23rd October 2023 and created by FAIRFAX MEADOW EUROPE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 27th October 2023 .

Given at Companies House, Cardiff on 31st October 2023

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Fixed Charge on Non-vesting Debts

THIS IS AN IMPORTANT DOCUMENT. YOU SHOULD TAKE INDEPENDENT LEGAL ADVICE BEFORE SIGNING AND SIGN ONLY IF YOU WANT TO BE LEGALLY BOUND. IF YOU SIGN AND RBSIF IS NOT PAID YOU MAY LOSE THE ASSET(S) CHARGED.

Definitions

RBSIF:	RBS Invoice Finance Limited
Debt Purchase Agreement:	Any debt purchase facility between RBSIF and the Client
Client:	Fairfax Meadow Europe Limited Registered No: 04770072 of Hilton Food Group PLC, 2-8 The Interchange, Latham Road, Huntingdon, PE29 6YE
Client's Obligations:	All the Client's liabilities to RBSIF of any kind and in any currency (whether present or future actual or contingent and whether incurred alone or jointly with another) together with RBSIF's charges and commission Interest and Expenses
Debts:	Has the meaning given to that expression in any Debt Purchase Agreement
Expenses:	All expenses (on a full indemnity basis) incurred by RBSIF or any Receiver at any time in connection with the Property or the Client's Obligations or in taking or perfecting this deed or in preserving defending or enforcing the security created by this deed or in exercising any power under this deed or otherwise with Interest from the date they are incurred
Non-vesting Debts:	All Debts which fail to vest in RBSIF under any Debt Purchase Agreement
Interest:	Interest at the same rate as the discounting charge charged to the Client by RBSIF from time to time
Property:	The whole and any part of the undertaking property and assets of the Client charged by Clause 1
Related Rights:	Has the meaning given to that expression in any Debt Purchase Agreement
Required Currency:	The currency or currencies in which the Client's Obligations are expressed from time to time

Charge

- 1 **The Client covenants to discharge on demand the Client's Obligations and as a continuing security for such discharge and with full title guarantee charges to RBSIF:**
 - 1.1 **By way of fixed charge all Non-vesting Debts**
 - 1.2 **By way of fixed charge the Related Rights of all Non-vesting Debts**

Restrictions

- 2.1 **The Client will not without the previous written consent of RBSIF:-**
 - 2.1.1 **Create or permit to arise any mortgage charge or lien on the Property**
 - 2.1.2 **Dispose of, whether by sale, lease, licence, sub-licence, transfer or otherwise, the Property charged by Clause 1**
 - 2.1.3 **Transfer any of its rights or obligations under this deed**
- 2.2 **If RBSIF does consent to the creation of a mortgage or charge on the Property it may require a priority agreement or deed with the mortgagee or chargee**

Insurance

- 3.1 **The Client will keep comprehensively insured to RBSIF's reasonable satisfaction all of the Property which is of an insurable nature for its full reinstatement cost and in default RBSIF may enter and effect such insurance (without becoming liable to account as mortgagee in possession)**
- 3.2 **The Client will hold in trust for RBSIF all money received under any insurance of the Property and at RBSIF's option will apply the same in making good the relevant loss or damage or in or towards discharge of the Client's Obligations**

Deeds Securities and Debts

- 4.1 **The Client will from time to time deposit with RBSIF all insurance policies (or where RBSIF agrees copies of them) deeds and documents of title relating to the Property**
- 4.2 **The Client will deal with all Debts in accordance with the terms of any Debt Purchase Agreement**
- 4.3 **The Client will deal with all Non-vesting Debts and their Related Rights as if they were Debts which vested in RBSIF under any Debt Purchase Agreement**

Powers of RBSIF

- 5.1 **Section 103 of the Law of Property Act 1925 will not apply and RBSIF may exercise its power of sale and other powers under that or any other Act or this deed at any time after the date of this deed**
- 5.2 **RBSIF may under the hand of any official or manager or by deed appoint or remove a Receiver or Receivers of the Property and may fix and pay the fees of a Receiver but any Receiver will be deemed to be the agent of the Client and the Client will be solely responsible for the Receiver's acts defaults and remuneration**
- 5.3 **All or any of the powers conferred on a Receiver by Clause 6 may be exercised by RBSIF without first appointing a Receiver or notwithstanding any appointment**
- 5.4 **RBSIF will not be liable to account to the Client as mortgagee in possession for any money not actually received by RBSIF**
- 5.5 **Section 93(1) of the Law of Property Act 1925 will not apply to this deed**
- 5.6 **In addition to any lien or right to which RBSIF may be entitled by law RBSIF may from time to time without notice and both before and after demand set off the whole or any part of the Client's Obligations against any deposit or credit balance on any account of the Client with RBSIF (whether or not that deposit or balance is due to the Client)**
- 5.7 **Despite any term to the contrary in relation to any deposit or credit balance on any account of the Client with RBSIF that deposit or balance will not be capable of being assigned dealt with mortgaged or charged and will not be repayable to the Client before all the Client's Obligations have been discharged but RBSIF may without prejudice to this deed permit the Client to make withdrawals from time to time**
- 5.8 **RBSIF may exchange or convert to the Required Currency any currency held or received**
- 5.9 **If RBSIF believes that any representation made by the Client to RBSIF is materially untrue or that the Client has breached or might be about to breach any undertaking or covenant given to RBSIF or any part of the Client's Obligations is not paid to RBSIF when due then RBSIF may request that the Client appoint a firm of accountants to investigate and report to RBSIF on the financial affairs of the Client**
- 5.10 **If RBSIF makes a request under Clause 5.9 the Client will within 7 days (or such longer period as RBSIF may allow) appoint a firm of accountants approved by RBSIF on terms of reference approved by RBSIF to carry out such investigation and make such report and the Client will be solely responsible for the fees and expenses of such firm of accountants. RBSIF may pay the amount of such fees and expenses on behalf of the Client and the Client will reimburse RBSIF such amount on demand**
- 5.11 **RBSIF may apply to any account of the Client with RBSIF (whether in credit or debit or whether such account may go into debit as a result) any amount which the Client is liable to pay or reimburse to RBSIF under this deed**

- 5.12 **RBSIF** may give to any person any information about the Client this deed or any associated security in connection with any proposed transfer of any relevant finance facility or security or this deed
- 5.13 **RBSIF** may allow any person to take over any of its rights and duties under this deed and any associated security
- 5.14 **This deed may be enforced against the Client without RBSIF first having recourse to any other right remedy guarantee or security held by or available to it**

Receivers

- 6.1 **Any Receiver appointed by RBSIF will be a Receiver and Manager and will (in addition to all powers conferred on him by law) have the following powers which in the case of Joint Receivers may be exercised jointly or severally:-**
- 6.1.1 **To take possession of and generally manage the Property and any business of the Client**
- 6.1.2 **To carry into effect and complete any transaction by executing deeds or documents in the name of or on behalf of the Client**
- 6.1.3 **To take continue or defend any proceedings and enter into any arrangement or compromise**
- 6.1.4 **To insure the Property and any works and effect indemnity insurance or other similar insurance and obtain bonds and give indemnities and security to any bondsmen**
- 6.1.5 **To call up any uncalled capital of the Client with all the powers conferred by the Articles of Association of the Client in relation to calls**
- 6.1.6 **To employ advisers consultants managers agents workmen and others**
- 6.1.7 **To purchase or acquire materials tools equipment goods or supplies**
- 6.1.8 **To borrow any money and secure the payment of any money in priority to the Client's Obligations for the purpose of the exercise of any of his powers**
- 6.1.9 **To do any other acts which the Receiver may consider to be incidental or conducive to any of his powers or to the realisation of the Property**
- 6.2 **A Receiver will apply all money he receives first in repayment of all money borrowed by him and his expenses and liabilities and in payment of his fees and secondly towards the remaining matters specified in Section 109(8) of the Law of Property Act 1925**

Power of Attorney

- 7 **The Client irrevocably appoints RBSIF and any Receiver severally to be the Attorney of the Client (with full power of substitution and delegation) in the Client's name and on the Client's behalf and as the Client's act and deed to sign or execute all deeds instruments and documents or take continue or defend any proceedings which may be required by RBSIF or any Receiver pursuant to this deed or the exercise of any of their powers**

Appropriation

- 8.1 **Subject to Clause 8.2 RBSIF may appropriate all payments received for the account of the Client in reduction of any part of the Client's Obligations as RBSIF decides**
- 8.2 **RBSIF may open a new account or accounts upon RBSIF receiving actual or constructive notice of any charge or interest affecting the Property. Whether or not RBSIF opens any such account no payment received by RBSIF after receiving such notice will (if followed by any payment out of or debit to the relevant account) be appropriated towards or have the effect of discharging any part of the Client's Obligations outstanding at the time of receiving such notice**

Appointment of a Monitor

- 9 **The Client will not enter into a moratorium or appoint a monitor without first giving RBSIF 5 Business Days' notice of its intention to do so.**

Preservation of other Security and Rights and Further Assurance

- 10.1 This deed is in addition to any other security present or future held by RBSIF for the Client's Obligations and will not merge with or prejudice such other security or any contractual or legal rights of RBSIF
- 10.2 The Client will at its own cost at RBSIF's request execute any deed or document and take any action required by RBSIF to perfect enhance or facilitate the realisation of this security or further to secure on the Property the Client's Obligations
- 10.3 The Obligations of the Client under this deed will not be affected by any act or omission which but for this deed would reduce release or prejudice any of its Obligations under this deed (without limitation and whether or not known to it or to RBSIF) including:
- 10.3.1 any extension of time waiver or consent granted to or composition with the Client or other person
- 10.3.2 the taking variation compromise exchange renewal or release of or refusal or neglect to perfect take up or enforce any rights against or security over assets of the Client or any other person or any failure to comply with any requirement of any instrument or any failure to realise the full value of any security
- 10.3.3 any incapacity or lack of power authority or legal personality of or dissolution or change in the members or status of the Client or any other person
- 10.3.4 any amendment novation supplement extension restatement or replacement of the Debt Purchase Agreement or any other document or security including without limitation any change in the purpose of any extension or increase in any facility or the addition of any new facility under the Debt Purchase Agreement or other document or security
- 10.3.5 any unenforceability illegality or invalidity of any obligation of any person under the Debt Purchase Agreement or any other document or security
- 10.3.6 any insolvency administration or similar proceedings of the Client or any other person

Certificate of the Client's Obligations

- 11 A certificate signed by an official or manager of RBSIF as to the cause existence or amount of the Client's Obligations or the amount due from the Client under this deed will be conclusive evidence save in the case of manifest error or on any question of law

Notices

- 12.1 Any notice or demand by RBSIF may be served personally on any director or the secretary of the Client or a member of a Client that is a limited liability partnership or may be sent by post or fax or delivered to the Client at the Client's address and fax number last known to RBSIF
- 12.2 A notice or demand by RBSIF served personally will be deemed served at the actual time of delivery
- 12.3 A notice or demand by RBSIF by post will be deemed served on the Business Day after posting
- 12.4 A notice or demand sent by RBSIF by fax (i) during RBSIF's working hours on a Business Day will be deemed served on the day of sending (ii) at any other time will be deemed served on the next following Business Day

"**Business Day**" means any day other than a Saturday or Sunday on which banks are generally open for business in London

Reinstatement

- 13 **Where** any discharge (whether in respect of the Obligations of the Client or any security for those Obligations or otherwise) is made in whole or in part or any arrangement is made in reliance on any payment security or other disposition which is avoided or must be restored on insolvency or otherwise the Client's Obligations under this deed will continue as if the discharge or arrangement had not occurred. RBSIF may concede or compromise any claim that a payment security or other disposition is liable to avoidance or restoration

Law and jurisdiction

- 14.1 **The** laws of England and Wales govern this deed and any non-contractual obligations arising in relation to it
- 14.2 **The** parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim relating to this deed (including non-contractual disputes or claims) and that a judgment in any proceedings in connection with this deed in those courts will be conclusive and binding on the parties and may be enforced against the parties in the courts of any other jurisdiction

Interpretation

- 15.1 **The** expression "RBSIF" where the context admits include its respective successors in title and assignees
- 15.2 **Interest** will be calculated both before and after demand or judgment on a daily basis and compounded according to agreement or in the absence of agreement monthly on such days as RBSIF may select
- 15.3 **References** to the "Property" include any part of it
- 15.4 **References** to freehold and leasehold property include all covenants and rights affecting or concerning the same
- 15.5 **References** to the "Debt Purchase Agreement" include that agreement as amended supplemented replaced or novated from time to time
- 15.6 **Each** of the provisions of this deed will be severable and distinct from one another and if one or more of such provisions is invalid or unenforceable the remaining provisions will not in any way be affected
- 15.7 **Notwithstanding** the signature of RBSIF this document is executed by the Client as a deed and is delivered and takes effect as a deed on the date written below

IN WITNESS of which this Deed has been duly executed and delivered on the date specified below

Dated:

..... 23/10/23

Signed for and on behalf of
Fairfax Meadow Europe Limited,
the Client, acting by a director and its secretary or
two directors, or a director in the presence of a
witness

(Sign Here).....
Director

(Print Here).....
Print Full Name (BLOCK CAPITALS)

KEVIN TAYLOR

(Sign Here).....
Director/Secretary

(Print Here).....
Print Full Name (BLOCK CAPITALS)

Where only one Director signs, a witness
is required

(Sign Here).....
Witness' Signature

(Print Here).....
Print Witness Full Name (BLOCK CAPITALS)

PAUL FISHER

(Insert Address Here).....
Address

41, CHARNOCK AVE,

WOLLATON, NOTTINGHAM, NEE 1AG

Signed for and on behalf of RBS Invoice Finance
Limited, by a duly authorised signatory

(Sign Here).....
Authorised Signatory

(Print Here).....
Print Signatory's Full Name (BLOCK CAPITALS)

SARA WADLOW