



Registration of a Charge

Company Name: **GU INDULGENT FOODS LIMITED**

Company Number: **07104090**



XADL8VFS

Received for filing in Electronic Format on the: **22/09/2021**

Details of Charge

Date of creation: **17/09/2021**

Charge code: **0710 4090 0011**

Persons entitled: **LUCID TRUSTEE SERVICES LIMITED**

Brief description: **• THE FREEHOLD PROPERTY KNOWN AS LAND AND BUILDINGS LYING TO THE NORTH OF DUNMOW ROAD, BISHOP'S STORTFORD (COMPRISING TITLE NUMBERS HD373019, HD258904, HD375271 AND HD276879). • INTELLECTUAL PROPERTY WHICH RELATES TO THE "GÜ" BRAND NAME OR TRADEMARK • ALL OTHER ASSETS AND PROPERTIES AS FURTHER DETAILED IN THE INSTRUMENT**

Contains fixed charge(s).

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

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

**FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL
INSTRUMENT.**

Certified by:

**SOPHIE TENN, FRIED, FRANK, HARRIS, SHRIVER & JACOBSON
(LONDON) LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7104090

Charge code: 0710 4090 0011

The Registrar of Companies for England and Wales hereby certifies that a charge dated 17th September 2021 and created by GU INDULGENT FOODS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 22nd September 2021 .

Given at Companies House, Cardiff on 23rd September 2021

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**

SECURITY ACCESSION DEED

THIS SECURITY ACCESSION DEED is dated 17 September 2021.

BETWEEN:

- (1) **GU INDULGENT FOODS LIMITED** (registered number 07104090) with its registered office at Head Office, Dunmow Road, Bishop's Stortford, Hertfordshire, England, CM23 5PA (the **Additional Chargor**);
- (2) **INDULGENCE MIDCO LIMITED** for itself and as agent for each of the other Chargors under and as defined in the Debenture referred to below (the **Parent**); and
- (3) **LUCID TRUSTEE SERVICES LIMITED** as agent and trustee for the Secured Parties under and as defined in the Intercreditor Agreement referred to below (the **Security Agent**).

BACKGROUND

- (A) The Additional Chargor is a Subsidiary of the Parent.
- (B) The Parent has entered into a debenture dated 9 June 2021 (the **Debenture**) between the Parent, Indulgence Bidco Limited as the Company (under and as defined in the Debenture), Indulgence Newco Limited as Newco (under and as defined in the Debenture) and the Security Agent.
- (C) The Additional Chargor has agreed to enter into this Deed and to become a Chargor under the Debenture. The Additional Chargor will also, by execution of a separate instrument, become a party to the Intercreditor Agreement as an Obligor.
- (D) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

IT IS AGREED as follows:

1. INTERPRETATION

- (a) Terms defined in the Debenture have the same meaning in this Deed unless given a different meaning in this Deed. This Deed is a Transaction Security Document and Finance Document as defined in the Senior Facilities Agreement.
- (b) The provisions of clause 1.2 (Construction) of the Senior Facilities Agreement apply to this Deed as though they were set out in full in this Deed, except that references to the Senior Facilities Agreement will be construed as references to this Deed.

2. ACCESSION

With effect from the date of this Deed the Additional Chargor:

- (a) will become a party to the Debenture as a Chargor; and
- (b) will be bound by all the terms of the Debenture which are expressed to be binding on a Chargor.

3. SECURITY

Paragraphs (a) to (e) below apply without prejudice to the generality of Clause 2 (Accession) of this Deed.

- (a) All the Security created by this Deed:
 - (i) is created in favour of the Security Agent;
 - (ii) is security for the payment, discharge and performance of all the Secured Obligations; and
 - (iii) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
- (b) The Security Agent holds the benefit of this Deed on trust for the Secured Parties.
- (c) The fact that no or incomplete details of any Security Asset are inserted in the schedule to this Deed does not affect the validity or enforceability of the Security created by this Deed.
- (d) The Additional Chargor charges and/or assigns each of its assets pursuant to and in accordance with clauses 3, 4 and 5 of the Debenture including those assets more specifically referred to in paragraph (e) below subject to clause 6 (Excluded Assets) of the Debenture.
- (e) Subject to clause 6 (Excluded Assets) of the Debenture, the Additional Chargor:
 - (i) charges by way of first legal mortgage, all Real Property including those specified in Part 1 of the schedule to this Deed;
 - (ii) charges by way of first fixed charge all permissions of whatsoever nature and whether statutory or otherwise, held in connection with the Real Property and the right to recover and receive all compensation which may be payable to it in connection therewith;
 - (iii) charges by way of a first fixed charge all Investments (including the Shares) owned by it and specified in Part 2 of the schedule to this Deed;
 - (iv) assigns by way of Security, subject to a proviso for reassignment on redemption, all of its rights in respect of the Relevant Contracts specified in Part 3 of the schedule to this Deed;
 - (v) charges by way of a first fixed charge all of its rights in respect of any Material Intellectual Property including those specified in Part 4 of the schedule to this Deed and any future Material Intellectual Property acquired by the Additional Chargor at any time after the date of this Deed and all Related Rights;
 - (vi) if not subject to an assignment under clause 4 (Assignments) of the Debenture or to the extent not effectively assigned under clause 4 (Assignments) of the Debenture, charges by way of first fixed charge all its present and future right, title and interest in and to the Accounts including those specified in Part 5 of the schedule to this Deed and the Relevant Contracts including those specified in Part 3 of the schedule to this Deed; and
 - (vii) by way of first fixed charge, all uncalled capital and goodwill of the Chargor.

- (f) (i) Subject to clause 1.7 (Delivery of documents) of the Debenture, the Additional Chargor:
 - (A) shall promptly apply to HM Land Registry for first registration of the property interests specified in Part 1 of the schedule to this Deed, and registration of the Additional Chargor as owner of such real property if required to do so pursuant to the Land Registration Act 2002 and to the extent not already done; and
 - (B) shall promptly pay all appropriate registration fees in respect of such applications.
- (ii) If the Security Agent notifies the Additional Chargor that the Security Agent will, subject to clause 1.7 (Delivery of documents) of the Debenture, submit the relevant forms to HM Land Registry, the Additional Chargor shall promptly provide the Security Agent with all duly completed forms requested by the Security Agent together with all registration fees required, and the Additional Chargor consents in each such case to any application being made by the Security Agent.
- (g) The Additional Chargor consents to a restriction in the following terms being entered into on the Register of Title relating to any Real Property specified in Part 1 of the schedule to this Deed registered at HM Land Registry:

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated [●] in favour of [●] referred to in the charges register, or its conveyancer."
- (h) The Additional Chargor shall apply to the Chief Land Registrar for a notice in the following terms to be entered on the Register of Title relating to any Real Property specified in Part 1 of the schedule to this Deed registered at HM Land Registry with respect to the Security created by this Deed:

"The obligation on the part of the Security Agent to make further advances to any Chargor is deemed to be incorporated into the legal mortgage created by this Deed over the property interests specified in Part 1 of the schedule to this Deed, and the Additional Chargor will promptly apply or consent to the Security Agent applying by way of Form CH2 to HM Land Registry for a note of such obligation to be entered on the Register of Title relating to any such property interests registered at HM Land Registry."

4. MISCELLANEOUS

With effect from the date of this Deed:

- (i) the Debenture will be read and construed for all purposes as if the Additional Chargor had been an original party in the capacity of Chargor (but so that the Security created on this accession will be created on the date of this Deed);
- (ii) any reference in the Debenture to this Deed and similar phrases will include this Deed and all references in the Debenture to Schedule 1 (or any part of it) will include a reference to this Deed (or relevant part of it); and
- (iii) the Parent, for itself and as agent for each of the other Chargors under the Debenture, agrees to all matters provided for in this Deed.

5. GOVERNING LAW

This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law.

THIS DEED has been entered into on the date stated at the beginning of this Deed and executed as a deed by the Parent and the Additional Chargor and is intended to be and is delivered by it as a deed on the date specified above.

SCHEDULE
PART 1
REAL PROPERTY

| Address | Title Numbers | Tenure |
|--|---|----------|
| Land and buildings lying to the north of Dunmow Road, Bishop's Stortford | HD373019, HD258904, HD375271 and HD276879 | Freehold |

PART 2

INVESTMENTS

None at the date of this Deed.

PART 3

RELEVANT CONTRACTS

None at the date of this Deed.

PART 4

REGISTERED INTELLECTUAL PROPERTY RIGHTS

EU AND UK TRADE MARKS

| Mark | Registration/App number | Filing Date | Renewal Date |
|----------------------------|--------------------------------|--------------------|---------------------|
| GÜ | EUTM 003322138 | 15.08.2003 | 15.08.2023 |
| GÜ | UK00903322138 | 15.08.2003 | 15.08.2023 |
| GÜ | EUTM 009692062 | 27.01.2011 | 27.01.2031 |
| Gü-Zillionaires | EUTM 016064198 | 21.11.2016 | 21.11.2026 |
| Gü-Zillionaires | UK00916064198 | 21.11.2016 | 21.11.2026 |
| Gü-Zillionaires | UK00003197771 | 21.11.2016 | 21.11.2026 |
| GÜ | UK 00002324003 | 17.02.2003 | 17.02.2023 |
| GÜ | UK 00002584901 | 17.06.2011 | 17.06.2031 |
| FRÜ | UK 00002533676 | 07.12.2009 | 07.12.2029 |
| FRÜ | UK 00002605042 | 11.08.2006 | 11.08.2026 |
| GüPHORIA | UK00003243366 | 13.07.2017 | 13.07.2027 |
| GüPHORIA | EUTM 016991556 | 18.07.2017 | 18.07.2027 |
| GüPHORIA | UK00916991556 | 18.07.2017 | 18.07.2027 |
| Gü Mousse Fusions | UK00003235238 | 05.06.17 | 05.06.2027 |
| GÜ FABULOUSLY FREE FROM | UK00003389578 | 04.04.19 | 04.04.2029 |
| GÜ INSPIRATIONS | UK00003552082 | 05.11.20 | 05.11.2030 |

NON EU/UK TRADE MARKS

| Country | Official No | Title/Mark | Renewal Date |
|---|---|------------|---|
| International (MAP) Japan, China, Australia, Russian Federation | 994544 | GÜ | 23.10.2028 |
| USA | 88891814 | GÜ | Pending application dated 28.04.2020 |
| New Zealand | 825262 | GÜ | 04.06.2030 |
| Hong Kong | 301955340 | GÜ | 23.06.2031 |
| International (MAP) Norway, Switzerland, Turkey, Russia, Singapore, USA, S Korea | 1115274 | GÜ | 14.11.2021 |
| Canada | TMA885134 | GÜ | 03.09.2029 |
| Canada | TMA896942 | GÜ | 20.02.2030 |
| Australia | 1229898 | GU | 28.03.2028 |
| Australia | 1229902 | Gupuds | 28.03.2028 |
| Australia | 1290123 (see international registration no. 994544 above) | GÜ | 23.10.2028 |

ACCOUNTS

| Chargor | Details of Bank | Account Number | Sort Code |
|----------------------------|---------------------|----------------|-----------|
| Gu Indulgent Foods Limited | Lloyds TSB Bank PLC | 220 | -73 |

SIGNATORIES

The Additional Chargor

EXECUTED as a DEED by

GU INDULGENT FOODS LIMITED

acting by a director

in the presence of:



Director

Dharminder Dosanjh



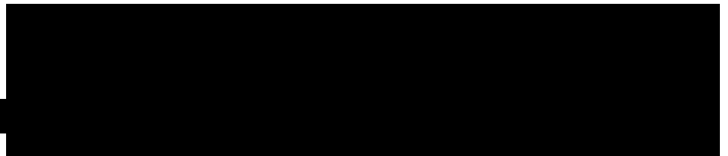
Signature of Witness

Name of Witness:

Rebecca Day

Address of Witness:

Occupation of Witness: *HR Director*



The Parent

EXECUTED as a **DEED** by

INDULGENCE MIDCO LIMITED

for itself and as agent for each of the other
Chargors party to the Debenture referred to in
this Deed

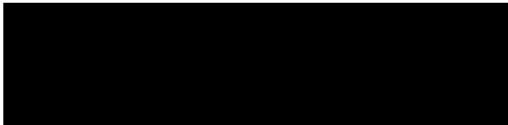


Dharminder Dhanj

Director

acting by a director

in the presence of:



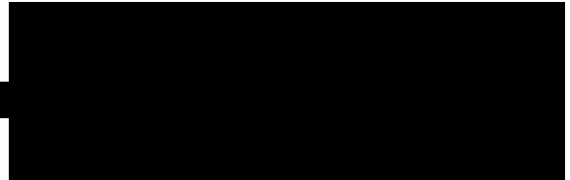
Signature of Witness

Name of Witness:

Rebecca Day

Address of Witness

Occupation of Witness: *HR Director*



The Security Agent

LUCID TRUSTEE SERVICES LIMITED

[Redacted]

By: Paul Barton
Director