

# MR01

## Particulars of a charge



Companies House

100861/437



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Please see 'How to pay' on the last page

☒ **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  
an instrument. Use form MR08.

For further information, please  
refer to our guidance at:



LD4 23/03/2017 #120  
COMPANIES HOUSE

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



You must enclose a certified copy of the instrument with this form. This will be  
scanned and placed on the public record. **Do not send the original.**

### 1 Company details

Company number 07501688  
Company name in full BAKKAVOR FINANCE (1) LIMITED

For official use  
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 23/03/2017

### 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 BARCLAYS BANK PLC  
as Security Agent

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

4	<b>Brief description</b>	
Brief description	<p>Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.</p> <p>Not applicable</p>	<p>Please submit only a short description if there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"</p> <p>Please limit the description to the available space</p>
5	<b>Other charge or fixed security</b>	
	<p>Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.</p> <p><input checked="" type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>	
6	<b>Floating charge</b>	
	<p>Is the instrument expressed to contain a floating charge? Please tick the appropriate box</p> <p><input checked="" type="checkbox"/> Yes Continue</p> <p><input type="checkbox"/> No Go to <b>Section 7</b></p> <p>Is the floating charge expressed to cover all the property and undertaking of the company?</p> <p><input checked="" type="checkbox"/> Yes</p>	
7	<b>Negative Pledge</b>	
	<p>Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge?</p> <p>Please tick the appropriate box.</p> <p><input checked="" type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>	
8	<b>Trustee statement <sup>①</sup></b>	
	<p>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</p> <p><input type="checkbox"/></p>	<p><sup>①</sup> This statement may be filed after the registration of the charge (use form MR06)</p>
9	<b>Signature</b>	
Signature	<p>Please sign the form here</p> <p>Signature</p> <p>X <i>Latham &amp; Watkins</i> X</p> <p>This form must be signed by a person with an interest in the charge</p>	

**Presenter information**

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name	ROY MWANGI
Company name	LATHAM & WATKINS
Address	99 BISHOPSGATE
Post town	LONDON
County/Region	LONDON
Postcode	E C 2 M 3 X F
Country	UNITED KINGDOM
DX	
Telephone	0 207 710 3086

**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 £23 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.gov.uk/companieshouse](http://www.gov.uk/companieshouse) 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.gov.uk/companieshouse](http://www.gov.uk/companieshouse)



**FILE COPY**

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

Company number: 7501688

Charge code: 0750 1688 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 23rd March 2017 and created by BAKKAVOR FINANCE (1) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd March 2017.

Given at Companies House, Cardiff on 28th March 2017



**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**

23 MARCH 2017

**THE COMPANIES LISTED IN SCHEDULE 1**  
(as Chargors)

and

**BARCLAYS BANK PLC**  
(as Security Agent)

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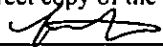
**DEBENTURE**

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**LATHAM & WATKINS**

99 Bishopsgate  
London EC2M 3XF  
+44.20.7710.1000 (Tel)  
[www.lw.com](http://www.lw.com)

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  (LISA LAW)

Date: 23 MARCH 2017

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THIS DEED is made on 23 MARCH 2017

BETWEEN.

- (1) **THE COMPANIES** listed in Schedule 1 (each a “**Chargor**” and together, the “**Chargors**”); and
- (2) **BARCLAYS BANK PLC** as security trustee for itself and on behalf of the Secured Parties (as defined below) (the “**Security Agent**”)

IT IS AGREED AS FOLLOWS.

**1. INTERPRETATION**

**1.1 Definitions**

In this Debenture:

“**Agreed Security Principles**” means the principles set out in schedule 12 (*Agreed Security Principles*) of the Facilities Agreement;

“**Assigned Agreements**” means any document or agreement providing for a loan or other type of financial accommodation by the Parent to the Company;

“**Business Day**” has the meaning given to it in the Facilities Agreement,

“**Charged Property**” means all the assets and undertakings of the Chargors which from time to time are subject of the security created or expressed to be created in favour of the Security Agent under or pursuant to this Debenture and any Security Accession Deed,

“**Chargor**” means each of the Chargors and each company which grants security over its assets in favour of the Security Agent and becomes a party to this Debenture by executing a Security Accession Deed;

“**Declared Default**” means an Event of Default which has resulted in the Agent exercising any of its rights under clause 24 14 (*Acceleration*) of the Facilities Agreement;

“**Event of Default**” means an Event of Default as defined in the Facilities Agreement;

“**Facilities Agreement**” means the facilities agreement dated on or about 21 February 2017 and made between, among others, Bakkavor Finance (2) plc as the Company, certain Chargors as Original Guarantors, the Original Lenders (as defined therein), Coöperatieve Rabobank U.A. as Agent and Barclays Bank PLC as the Security Agent,

“**Finance Documents**” has the meaning given to it in the Facilities Agreement (and shall include the Hedging Agreements),

“**Finance Parties**” has the meaning given to it in the Facilities Agreement (and shall include the Hedge Counterparties),

“**Group**” has the meaning given to it in the Facilities Agreement;

“**Hedging Agreement**” has the meaning given to it in the Facilities Agreement;

“**Hedge Counterparty**” has the meaning given to it in the Facilities Agreement;

**“Liabilities”** means all present and future liabilities and obligations at any time of any member of the Group to any Finance Party under the Finance Documents, both actual and contingent and whether incurred solely or jointly or as principal or surety or in any other capacity together with claims by any Finance Party in respect of any of the following matters relating to or arising in respect of those liabilities and obligations.

- (a) any refinancing, novation, deferral or extension;
- (b) any claim for breach of representation, warranty or undertaking or on an event of default or under any indemnity given under or in connection with any document or agreement evidencing or constituting any other liability or obligation falling within this definition;
- (c) any claim for damages or restitution; and
- (d) any claim as a result of any recovery by any debtor of a payment on the grounds of preference or otherwise,

and any amounts which would be included in any of the above but for any discharge, non-provability, unenforceability or non-allowance of those amounts in any insolvency or other proceedings;

**“Parent”** means Bakkavor Finance (1) Limited, a company incorporated under the laws of England and Wales with registration number 07501688,

**“Parties”** means each of the parties to this Debenture from time to time,

**“PSC Register”** means the “PSC register” within the meaning of section 790C(10) of the Companies Act 2006;

**“PSC Registrable Person”** means a “registrable person” or “registrable relevant legal entity” within the meaning of section 790C(4) and (8) of the Companies Act 2006;

**“Quasi-Security”** has the meaning given to it in clause 23.3 (*Negative pledge*) of the Facilities Agreement;

**“Receiver”** means a receiver, receiver and manager, administrator or administrative receiver appointed under this Debenture;

**“Related Rights”** means all dividends, distributions and other income paid or payable on a Share, together with all shares or other property derived from any Share and all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to that Share (whether by way of conversion, redemption, bonus, preference, option or otherwise);

**“Secured Obligations”** means all the Liabilities and all other present and future liabilities and obligations at any time due, owing or incurred by any member of the Group and by each Obligor to any Secured Party under the Finance Documents, both actual and contingent and whether incurred solely or jointly or as principal or surety or in any other capacity;

**“Secured Parties”** has the meaning given to it in the Facilities Agreement,

**“Security”** means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect;



**“Security Accession Deed”** means a deed executed by a member of the Group substantially in the form set out in Schedule 3 (*Form of Security Accession Deed*), with those amendments which the Security Agent may approved or reasonably require;

**“Shares”** means all present and future shares owned by a Chargor in its Subsidiaries from time to time including but not limited to the shares, if any, specified in Schedule 2 (*Shares*);

**“Subsidiary”** has the meaning given to it in the Facilities Agreement, and

**“Trust Property”** means:

- (a) the Security created or evidenced or expressed to be created or evidenced under or pursuant to any of the Finance Documents (being the **“Transaction Security”**), and expressed to be granted in favour of the Security Agent as trustee for the Secured Parties and all proceeds of that Transaction Security;
- (b) all obligations expressed to be undertaken by an Obligor to pay amounts in respect of its liabilities to the Security Agent as trustee for the Secured Parties and secured by the Transaction Security together with all representations and warranties expressed to be given by an Obligor in favour of the Security Agent as trustee for the Secured Parties,
- (c) the Security Agent’s interest in any trust fund created pursuant to any turnover of receipt provisions in any Finance Documents,
- (d) any other amounts or property, whether rights, entitlements, chooses in action or otherwise, actual or contingent, which the Security Agent is required by the terms of the Finance Documents to hold as trustee on trust for the Secured Parties.

## 1.2 Construction

In this Debenture, 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 present and future properties, revenues and rights of every description;
- (d) **“including”** means including without limitation and **“includes”** and **“included”** shall be construed accordingly;
- (e) **“losses”** includes losses, actions, damages, claims, proceedings, costs, demands, expenses (including fees) and liabilities and **“loss”** shall be construed accordingly;
- (f) a **“person”** includes any person, individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality) or any two or more of the foregoing;
- (g) a **“regulation”** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or

supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;

- (h) the Parties intend that this document shall take effect as a deed notwithstanding the fact that a Party may only execute this document under hand; and
- (i) a matter not prohibited by the Finance Documents includes a matter being permitted under, or not prohibited by, the Finance Documents.

### 1.3 Other References

- (a) In this Debenture, unless a contrary intention appears, a reference to
  - (i) any “**Finance Party**”, “**Secured Party**”, “**Chargor**”, the “**Security Agent**” or any other person is, where relevant, deemed to be a reference to or to include, as appropriate, that person’s successors in title, permitted assignees and 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 Finance Documents;
  - (ii) any Finance Document or other agreement or instrument is to be construed as a reference to that agreement or instrument as amended (howsoever fundamentally and whether or not such amendment results in new and / or more onerous obligations and liabilities), supplemented, varied, extended, restated, replaced or novated, including by way of a change in the purpose of the facilities, or by way of a refinancing, deferral or extension of the facilities or by way of an addition or increase of or other changes to the facilities or other obligations or liabilities under the agreements or accession or retirement of the parties to the agreements but excluding any amendment or novation made contrary to any provision of any Finance Document;
  - (iii) any clause or schedule is a reference to, respectively, a clause of and schedule to this Debenture and any reference to this Debenture includes its schedules, and
  - (iv) a provision of law is a reference to that provision as amended or re-enacted.
- (b) The index to and the headings in this Debenture are inserted for convenience only and are to be ignored in construing this Debenture
- (c) Words importing the plural shall include the singular and vice versa.

### 1.4 Incorporation by Reference

Unless the context otherwise requires or unless otherwise defined in this Debenture, words and expressions defined in the Facilities Agreement have the same meanings when used in this Debenture.

### 1.5 Miscellaneous

- (a) The terms of the documents under which the Secured Obligations arise and of any side letters between any Chargor and any Secured Party relating to the Secured Obligations are incorporated in this Debenture to the extent required for any purported disposition of the Charged Property contained in this Debenture 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 Debenture, 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 Debenture to crystallise or causing restrictions which would not otherwise apply to be imposed on the disposal of property by any Chargor or a ground for the appointment of a Receiver.
- (c) The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Debenture and no rights or benefits expressly or impliedly conferred by this Debenture shall be enforceable under that Act against the Parties by any other person.
- (d) The parties hereto intend that this document shall take effect as a deed notwithstanding that any party may only execute this document under hand

#### **1.6 Declaration of trust**

- (a) The Security Agent hereby accepts its appointment as agent and trustee by the Secured Parties and declares (and each of the Chargors hereby acknowledges) that the Trust Property is held by the Security Agent as a trustee for and on behalf of the Secured Parties on the basis of the duties, obligations and responsibilities set out in the Facilities Agreement
- (b) Section 1 of the Trustee Act 2000 shall not apply to the duties of the Security Agent in relation to the trusts created by this Debenture or any other Finance Document. In performing its duties, obligations and responsibilities, the Security Agent shall be considered to be acting only in a mechanical and administrative capacity or as expressly provided in this Debenture and the other Finance Documents.
- (c) In acting as trustee for the Secured Parties under this Debenture, the Security Agent shall be regarded as acting through its trustee division which shall be treated as a separate entity from any other of its divisions or departments. Any information received by some other division or department of the Security Agent may be treated as confidential and shall not be regarded as having been given to the Security Agent's trustee division

### **2. COVENANT TO PAY**

Subject to Clause 3 (*Limited Recourse of the Parent*), each Chargor as primary obligor covenants with and undertakes to the Security Agent (for the benefit of itself and the other Secured Parties) that it will pay the Secured Obligations owed by it when they fall due for payment in accordance with the terms of the relevant Finance Document

### **3. LIMITED RECOURSE OF THE PARENT**

The Parent's liability to pay any amount under this Debenture may be discharged from, and the recourse of the Security Agent is limited to, the Charged Property. The Security Agent may not seek to recover any shortfall in any amounts owing to it under this Debenture by bringing proceedings against the Parent or applying to have the Parent wound up. Any claims against the Parent under Clause 2 (*Covenant to Pay*) may only be made to the extent of, and are limited to amounts recovered by the Security Agent in respect of, the Charged Property. The limitations in this Clause 3 apply despite anything else in this Debenture to the contrary.

#### **4. CHARGING PROVISIONS**

##### **4.1 Specific Security**

Each Chargor, as continuing security for the payment of the Secured Obligations, charges in favour of the Security Agent with full title guarantee the following assets, both present and future, from time to time owned by it or in which it has an interest:

- (a) by way of first equitable mortgage, all the Shares and all corresponding Related Rights, and
- (b) by way of first fixed charge (in each case to the extent not effectively charged or assigned (as the case may be) under paragraph (a) above or Clause 4.2 (*Security Assignment*)):
  - (i) all the Shares and all corresponding Related Rights; and
  - (ii) (in the case of the Parent only), the Assigned Agreements

##### **4.2 Security Assignment**

As further continuing security for the payment of the Secured Obligations, the Parent assigns absolutely with full title guarantee to the Security Agent all its rights, title and interest, both present and future, from time to time in the Assigned Agreements, subject to reassignment by the Security Agent to the Parent of all such rights, title and interest upon payment or discharge in full of the Secured Obligations.

##### **4.3 Floating Charge**

- (a) As further continuing security for the payment of the Secured Obligations, each Chargor (other than the Parent) charges with full title guarantee in favour of the Security Agent by way of first floating charge all its present and future assets, undertakings and rights.
- (b) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created by this Debenture.

##### **4.4 Conversion of Floating Charge**

- (a) The Security Agent may, by notice to any Chargor, convert the floating charge over the assets of such Chargor created under this Debenture into a fixed charge with immediate effect as regards those assets specified in the notice, if
  - (i) a Declared Default has occurred,
  - (ii) the Security Agent (acting reasonably and in good faith) is of the view that any asset charged under the floating charge created under this Debenture 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
  - (iii) the Security Agent (acting reasonably and in good faith) considers that it is necessary in order to protect the Security or the priority of the Security created under this Debenture
- (b) The floating charge created under this Debenture will automatically (without notice) and immediately be converted into a fixed charge over all the assets (or, in the case of the events occurring to an asset referred to in paragraphs (ii), (iii) or (iv) below, the

relevant asset) of a Chargor which are subject to the floating charge created under this Debenture, if.

- (i) a resolution is passed or an order is made, petition is presented or documents filed at court for the winding up of that Chargor or any administrator is appointed except for any winding up petition which is frivolous or vexatious and/or is discharged, stayed or dismissed within 21 Business Days of commencement and which has not resulted in an order for the winding up of the Chargor concerned,
  - (ii) that Chargor creates, or purports to create, Security (except as not prohibited by the Finance Documents or with the prior consent of the Security Agent) on or over any asset which is subject to the floating charge created under this Debenture;
  - (iii) any third party takes any step with a view to levying distress, attachment, execution or other legal process against any asset which is subject to the floating charge created under this Debenture; or
  - (iv) if any other floating charge created by that Chargor crystallises over any asset which is subject to floating charge created under this Debenture for any reason.
- (c) Upon the conversion of any floating charge pursuant to this Clause 4.4, each relevant Chargor shall, at its own expense, immediately upon request by the Security Agent execute a fixed charge or legal assignment in such form as the Security Agent may reasonably require.

## **5. FURTHER ASSURANCE**

- (a) Subject to the Agreed Security Principles, each Chargor shall promptly (and at its own expense) do all such acts (including payment of all stamp duties or fees) or execute or re-execute all such documents (including assignments, assignments, transfers, mortgages, standard securities, charges, pledges, notices and instructions on terms no more onerous than those set out in this Debenture) as the Security Agent may reasonably specify (and in such form as the Security Agent may reasonably require):
- (i) to perfect and/or protect in a manner consistent with the Agreed Security Principles the Security created or intended to be created under or evidenced by this Debenture (which may include the execution or re-execution of a mortgage, charge, assignment or other Security over all or any of the assets which are, or are intended to be, the subject of this Debenture) or for the exercise of any rights, powers and remedies of the Security Agent, any Receiver or the Secured Parties provided by or pursuant to this Debenture or by law;
  - (ii) to confer on the Security Agent, or on the Secured Parties, Security over any property and assets of that Chargor located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to this Debenture, and/or
  - (iii) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security created under this Debenture.

- (b) Subject to the Agreed Security Principles, each Chargor 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 Debenture

## **6. NEGATIVE PLEDGE**

No Chargor may.

- (a) create or agree to create or permit to subsist any Security or Quasi-Security over all or any part of the Charged Property (other than the Security created by this Debenture),
- (b) sell, assign, novate, transfer, licence, lease out, lend or otherwise dispose of all or any part of the Charged Property (other than in respect of assets charged under Clause 4.3 (*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 agree or attempt to do so; or
- (c) dispose of the equity of redemption in respect of all or any part of the Charged Property,

except to the extent permitted by any of the Finance Documents or with the prior consent of the Security Agent

## **7. REPRESENTATIONS AND WARRANTIES**

### **7.1 General**

- (a) All the representations and warranties in this Clause 7 are made by each Chargor on the date of this Debenture.
- (b) Each representation or warranty deemed to be made after the date of this Debenture shall be deemed to be made by reference to the facts and circumstances existing at the date the representation or warranty is deemed to be made.

### **7.2 Shares**

It is the legal and beneficial owner of the Shares identified against its name in Schedule 2 (*Shares*) as at the date of this Debenture and all of those Shares are fully paid

### **7.3 PSC Register**

- (a) It has not issued and does not intend to issue any warning notice or restrictions notice under Schedule 1B of the Companies Act 2006 in respect of any shares which constitute Charged Property
- (b) It has not received any warning notice or restrictions notice under Schedule 1B of the Companies Act 2006 in respect of any shares which constitute Charged Property.

## **8. PROTECTION OF SECURITY**

### **8.1 Title Documents**

- (a) Each Chargor will deposit with the Security Agent (or as it shall direct).

- (i) in relation to the Shares charged by way of fixed charge under this Debenture, within 3 Business Days of the date of this Debenture, or of the date any Shares are issued to it, all stocks and share certificates and other documents of title relating to the Shares 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, or the Security created hereby over the assets to which they relate is released in accordance with the terms of the Facilities Agreement, and shall be entitled, at any time following the occurrence of a Declared Default to complete, under its power of attorney given in this Debenture, the stock transfer forms on behalf of the relevant Chargor in favour of itself or such other person as it shall select, and
- (ii) following a Declared Default, promptly all other documents relating to the Charged Property which the Security Agent may from time to time reasonably require
- (b) The Security Agent or its agent may retain any document delivered to it under this Clause 8.1 or otherwise until the security created under or pursuant to this Debenture is released and, if for any reason it ceases to hold any such document before that time, it may by notice to the relevant Chargor require that the document be redelivered to it and the relevant Chargor shall promptly comply (or procure compliance) with that notice.
- (c) Any document required to be delivered to the Security Agent under paragraph (a) of Clause 8.1 which is for any reason not so delivered or which is released by the Security Agent to a Chargor shall, unless and until the Security is discharged in full by the Security Agent in accordance with the terms of the Facilities Agreement, be held on trust by the relevant Chargor for the Security Agent.

## 8.2 Notice of assignment

The Parent hereby gives notice to the Company of the assignment of the Assigned Agreements pursuant to Clause 4.2 (*Security Assignment*), and the Company acknowledges receipt of such notice.

## 9. UNDERTAKINGS

### 9.1 General

- (a) Each Chargor undertakes to the Security Agent in the terms of this Clause 9 from the date of this Debenture and for so long as any of the Secured Obligations are outstanding.
- (b) Each Chargor will observe and perform all covenants and stipulations from time to time affecting the Charged Property, make all payments, carry out all registrations or renewals and generally take all steps which are necessary to preserve, maintain and renew when necessary or desirable all of the Charged Property where in any case failure to do so would constitute a breach of any term of the Finance Documents

### 9.2 Voting and Distribution Rights

In relation to the Shares charged by way of fixed charge under this Debenture:

- (a) Prior to the occurrence of a Declared Default:

- (i) each Chargor shall be entitled to receive and retain all Related Rights derived from its Shares, and
  - (ii) each Chargor shall be entitled to exercise all voting and other rights and powers attaching to its Shares provided that it shall not exercise any such voting rights or powers in a manner which would materially adversely affect the validity, enforceability or existence of the interests of the Secured Parties under this Debenture.
- (b) At any time after the occurrence of a Declared Default, all voting rights in respect of the Shares shall be exercised by the Chargor as directed by the Security Agent (in order to preserve and/or realise the value of the security), unless the Security Agent has notified the Chargor in writing that it wishes to give up this right
  - (c) At any time after the occurrence of a Declared Default, each Chargor shall hold any dividends, distributions and other monies paid on or derived from the Shares on trust for the Secured Parties and pay the same to, or as directed by, the Security Agent
  - (d) If, at any time, any Shares 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 Shares 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, moneys 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 Shares

### **9.3 PSC Register**

- (a) Each Chargor shall promptly:
  - (i) notify the Security Agent of its intention to issue, or its receipt of, any warning notice or restrictions notice under Schedule 1B of the Companies Act 2006 in respect of any shares which constitute Charged Property; and
  - (ii) provide to the Security Agent a copy of any such warning notice or restrictions notice,

in each case before it issues, or after it receives, any such notice.
- (b) For the purposes of withdrawing any restrictions notice or for any application (or similar) to the court under Schedule 1B of the Companies Act 2006, each Chargor shall provide such assistance as the Security Agent may reasonably request in respect of any shares which constitute Charged Property and provide the Security Agent with all information, documents and evidence that it may reasonably request in connection with the same.

## **10. SECURITY AGENT'S POWER TO REMEDY**

### **10.1 Power to Remedy**

If any Chargor fails to comply with any obligation set out in Clause 8 (*Protection of Security*) or Clause 9 (*Undertakings*) and that failure is not remedied to the satisfaction of the Security Agent within 30 days of the Security Agent giving notice to the relevant Chargor or the relevant Chargor 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 Chargor which is necessary to ensure that those obligations are complied with.

## **10.2 Indemnity**

Each Chargor will indemnify the Security Agent against all costs, losses and liabilities incurred by the Security Agent as a result of a breach by any Chargor of its obligations under Clause 8 (*Protection of Security*) or Clause 9 (*Undertakings*) and in connection with the exercise by the Security Agent of its rights contained in Clause 10.1 above (after the applicable grace period has expired) All sums the subject of this indemnity will be payable by the relevant Chargor to the Security Agent on demand

## **11. CONTINUING SECURITY**

### **11.1 Continuing Security**

The Security constituted by this Debenture shall be a continuing security notwithstanding any intermediate payment or settlement of all or any part of the Secured Obligations or any other act, matter or thing unless and until the Security is discharged in full by the Security Agent in accordance with the terms of the Facilities Agreement

### **11.2 Other Security**

The Security constituted by this Debenture 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 Debenture hold for any of the Secured Obligations, and this Security may be enforced against each Chargor without first having recourse to any other rights of the Security Agent or any other Secured Party

## **12. ENFORCEMENT OF SECURITY**

### **12.1 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 Debenture. 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 Debenture shall be immediately exercisable at any time after a Declared Default has occurred.

### **12.2 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 under this Debenture, unless they are expressly or impliedly excluded. If there is ambiguity or conflict between the powers contained in those Acts and those contained in this Debenture, those contained in this Debenture shall prevail.

### **12.3 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 Debenture, and all or any of the rights and powers conferred by this Debenture on a Receiver (whether expressly or impliedly), may be exercised by the Security Agent without further notice to any Chargor 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.

#### **12.4 Disapplication of Statutory Restrictions**

The restriction on the consolidation of mortgages and on power of sale imposed by sections 93 and 103 respectively of the Law of Property Act 1925 shall not apply to the security constituted by this Debenture.

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

- (a) To the extent that any of the Charged Property constitutes “financial collateral” and this Debenture and the obligations of the Chargors hereunder constitute “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 Chargors 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.

#### **12.6 Powers of Leasing**

At any time following a Declared Default, the Security Agent may lease, make agreements for leases at a premium or otherwise, accept surrenders or renunciations 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.

#### **12.7 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.

### **13. RECEIVERS**

#### **13.1 Appointment of Receiver**

- (a) Subject to the Facilities Agreement and to paragraph (c) below, at any time after a Declared Default has occurred, or if so requested by the relevant Chargor, 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 Debenture.
- (c) The Security Agent shall be entitled to appoint a Receiver save to the extent prohibited by section 72A Insolvency Act 1986.

### 13.2 Powers of Receiver

Each Receiver appointed under this Debenture shall have (subject to any limitations or restrictions which the Security Agent may incorporate in the deed or instrument appointing it) 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 Debenture), 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 Chargor, each Receiver shall have power to:

- (a) manage, develop, reconstruct, amalgamate or diversify any part of the business of the relevant Chargor;
- (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 Debenture or not,
- (d) let or lease or concur in letting or leasing, and vary the terms of, determine, surrender or renounce 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 Shares and stocks, shares and other securities owned by the relevant Chargor and comprised in the Charged Property, but only following a written notification from either the Receiver or the Security Agent to the relevant Chargor stating that the Security Agent shall exercise all voting rights in respect of the Shares and stocks, shares and other securities owned by the relevant Chargor 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 Chargor 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 Debenture 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 Chargor 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 Chargor 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 Property; 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 13.2, or otherwise incidental or conducive to the preservation, improvement or realisation of the Charged Property, and use the name of the relevant Chargor for all such purposes,

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

### **13.3 Receiver as Agent**

Each Receiver shall be the agent of the relevant Chargor, 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

### **13.4 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.

### **13.5 Remuneration of Receiver**

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

### **13.6 Several Receivers**

If at any time there is more than one Receiver, each Receiver may separately exercise all of the powers conferred by this Debenture (unless the document appointing such Receiver states otherwise).

## **14. APPLICATION OF PROCEEDS**

### **14.1 Order of Application**

All moneys received or recovered by the Security Agent or any Receiver pursuant to this Debenture shall (subject to the claims of any person having prior rights thereto) be applied in the order and manner specified by the Facilities Agreement notwithstanding any purported appropriation by any Chargor.

### **14.2 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 Debenture.

### **14.3 Application against Secured Obligations**

Subject to Clause 14.1 (*Order of Application*) above, any moneys or other value received or realised by the Security Agent from a Chargor or a Receiver under this Debenture 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 in accordance with the terms of the Facilities Agreement.

#### **14.4 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 Debenture or on account of any Chargor's liability in respect of the Secured Obligations in an interest bearing separate suspense account (to the credit of either the relevant Chargor 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 it considers 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 under this Debenture is enforced at a time when no amount is due under the Finance 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.

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

#### **15.1 No Liability**

Neither the Security Agent nor any Receiver shall be liable in respect of any of the Charged Property or for any cost, loss or liability (together with any applicable VAT) 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 or wilful misconduct.

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

Without prejudice to Clause 15.1 (*No Liability*) above, 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 Primary Liability of Chargor**

Each Chargor 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 Chargor under this Debenture and the charges contained in this Debenture shall not be impaired by any forbearance, neglect, indulgence, abandonment, 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 Chargor (as a surety only) or the charges contained in this Debenture (as secondary or collateral charges only) would, but for this provision, have been discharged.

#### **15.4 Security Agent**

The provisions set out in clause 28 (*The Security Agent*) of the Facilities Agreement shall govern the rights, duties and obligations of the Security Agent under this Debenture.

#### **15.5 Delegation**

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 Debenture to any person or persons upon such terms and conditions (including the power to sub-delegate) as it may think fit. The Security Agent will not be liable or responsible to any Chargor or any other person for any losses arising from any act, default, omission or misconduct on the part of any delegate.

#### **15.6 Cumulative Powers**

The powers which this Debenture confers on the Security Agent, the other Secured Parties and any Receiver appointed under this Debenture 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. POWER OF ATTORNEY**

Each Chargor, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any person nominated for the purpose by the Security Agent or any Receiver (in writing and signed by an officer of the Security Agent or Receiver) as its attorney (with full power of substitution and delegation) in its name and on its behalf and as its act and deed.

- (a) 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 Debenture and which it has failed to do when required to do so, and
- (b) upon the occurrence of a Declared Default, to do all such acts or things which may be required or deemed proper in the exercise of any rights or powers conferred on the Security Agent or any Receiver under this Debenture or otherwise for any of the purposes of this Debenture.

Each Chargor covenants with the Security Agent and each Receiver to ratify and confirm all such acts or things made, done or executed by that attorney.

#### **17. PROTECTION FOR THIRD PARTIES**

##### **17.1 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 Debenture 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 remain outstanding and/or are due and payable 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.

##### **17.2 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

## **18. REINSTATEMENT AND RELEASE**

### **18.1 Amounts Avoided**

If any amount paid by a Chargor in respect of the Secured Obligations is avoided or set aside on the liquidation or administration of the relevant Chargor or otherwise, then for the purposes of this Debenture that amount shall not be considered to have been paid.

### **18.2 Discharge Conditional**

Any settlement or discharge between a Chargor and any Secured Party shall be conditional upon no security or payment to that Secured Party by that Chargor or any other person being avoided, set aside, ordered to be refunded or reduced by virtue of any provision or enactment relating to insolvency, administration or otherwise and accordingly (but without limiting the other rights of that Secured Party under this Debenture) that Secured Party shall be entitled to recover from that Chargor 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.

### **18.3 Covenant to Release**

- (a) 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 Chargor, or as otherwise permitted or required pursuant to the terms of the Finance Documents, the Security Agent and each Secured Party shall, at the request and cost of each Chargor, take any action which may be necessary to release the Charged Property from the Security constituted by this Debenture.
- (b) Notwithstanding anything contrary in this Debenture, if a Chargor is otherwise free to dispose of any asset forming part of the Charged Property pursuant to the terms of the Finance Documents the Security Agent and each Secured Party shall, at the request and costs of the relevant Chargor, take any and all action which is necessary to release such assets from the Security constituted by this Debenture in accordance with the terms of the Facilities Agreement.

## **19. CURRENCY CLAUSES**

### **19.1 Conversion**

All monies received or held by the Security Agent or any Receiver under this Debenture may be converted into any other currency which the Security Agent considers necessary to cover the obligations and liabilities comprised in the Secured Obligations in that other currency at the Agent's Spot Rate of Exchange then prevailing for purchasing that other currency with the existing currency

### **19.2 No Discharge**

No payment to the Security Agent (whether under any judgment or court order or otherwise) shall discharge the obligation or liability of the relevant Chargor in respect of which it was made unless and until the Security Agent has received payment in full in the currency in which the obligation or liability is payable or, if the currency of payment is not specified, was incurred. To the extent that the amount of any such payment shall on actual conversion into that currency fall short of that obligation or liability expressed in that currency, the Security Agent shall have a further separate cause of action against the relevant Chargor and shall be entitled to enforce the Security constituted by this Debenture to recover the amount of the shortfall.

## **20. SET-OFF**

### **20 1 Set-off Rights**

Following the occurrence of an Event of Default which is continuing, any Secured Party may set off any matured obligation due from a Chargor under the Finance Documents (to the extent beneficially owned by that Secured Party) against any matured obligation owed by that Secured Party to that Chargor, 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*) above 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, at any time after notice demanding payment of any sum which is then due but unpaid in respect of the Secured Obligations has been given by the Security Agent or any other Secured Party to any Chargor, 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.

## **21. RULING OFF**

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 by the Finance Documents) it may open a new account for the relevant Chargor in its books. If it does not do so then (unless it gives express notice to the contrary to the relevant Chargor), as from the time it receives that notice, all payments made by the relevant Chargor 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 Chargor and not as having been applied in reduction of the Secured Obligations.

## **22. 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 Chargor. Each Chargor will on demand pay to the Security Agent all principal monies and interest and all losses incidental to any such redemption or transfer.

## **23. NOTICES**

### **23 1 Communications in Writing**

Any communication to be made under or in connection with this Debenture shall be made in writing and, unless otherwise stated, may be made by fax or letter



### 23.2 Addresses

The address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of each party to this Debenture for any communication or document to be made or delivered under or in connection with this Debenture is:

- (a) as shown immediately after its name on the execution pages of this Debenture (in the case of any person who is a party as at the date of this Debenture),
- (b) in the case of any person who becomes a party after the date of this Debenture, notified in writing to the Security Agent on or prior to the date on which it becomes a party,

or any substitute address or fax number as the party may notify to the Security Agent (or the Security Agent may notify to the other Parties, if a change is made by the Security Agent) by not less than five (5) Business Days' notice.

### 23.3 Delivery

- (a) Any communication or document made or delivered by one person to another under or in connection with this Debenture will only be effective:
  - (i) if by way of fax, when received in legible form; or
  - (ii) if by way of letter, when it has been left at the relevant address or five (5) Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address,

and, if a particular department or officer is specified as part of its address details provided under Clause 23.2 (*Addresses*) above, if addressed to that department or officer.

- (b) Any communication or document to be made or delivered to the Security Agent will be effective only when actually received by the Security Agent and then only if it is expressly marked for the attention of the department or officer identified with the Security Agent's signature below (or any substitute department or officer as the Security Agent shall specify for this purpose)

### 23.4 Electronic communication

- (a) Any communication to be made under or in connection with this Debenture may be made by electronic mail or other electronic means, if the Security Agent and the Chargor
  - (i) agree that, unless and until notified to the contrary, this is to be an accepted form of communication;
  - (ii) notify each other in writing of their electronic mail address and/or any other information required to enable the sending and receipt of information by that means, and
  - (iii) notify each other of any change to their address or any other such information supplied by them
- (b) Any electronic communication made under or in connection with this Debenture will be effective only when actually received in readable form and in the case of any

electronic communication made by a Chargor to the Security Agent only if it is addressed in such a manner as the Security Agent shall specify for this purpose

**23.5 English language**

- (a) Any notice or communication given under or in connection with this Debenture must be in English.
- (b) All other documents provided under or in connection with this Debenture must be:
  - (i) in English, or
  - (ii) if not in English, accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document.

**24. CHANGES TO PARTIES**

**24.1 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 Debenture in accordance with the Finance Documents.

**24.2 Changes to Parties**

Each Chargor authorises and agrees to changes to parties made in accordance with the Finance Documents 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.

**24.3 New Subsidiaries**

Each of the Chargors will procure that any Subsidiary of it which is required to do so by the terms of the Facilities Agreement executes a Security Accession Deed

**24.4 Consent of Chargors**

- (a) Each Chargor consents to Subsidiaries becoming Chargors as contemplated by Clause 24.3 (*New Subsidiaries*) above.
- (b) Each Chargor confirms that the execution of any Security Accession Deed by a Subsidiary will in no way prejudice or affect the security granted by each of them under (and the covenants given by each of them in), the Debenture and that the Debenture shall remain in full force and effect as supplemented by any such Security Accession Deed.
- (c) Each Chargor further confirms that the execution of any other supplemental security document by a Chargor will in no way prejudice or affect the security granted by each of them under (and the covenants given by each of them in), the Debenture and that the Debenture shall remain in full force and effect as supplemented by any such supplemental security document.

## **25. MISCELLANEOUS**

### **25.1 Certificates Conclusive**

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

### **25.2 Counterparts**

This Debenture may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Debenture.

### **25.3 Invalidity of any Provision**

If any provision of this Debenture 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.

### **25.4 Failure to Execute**

Failure by one or more Parties ("Non-Signatories") to execute this Debenture on the date hereof will not invalidate the provisions of this Debenture as between the other Parties who do execute this Debenture. Such Non-Signatories may execute this Debenture on a subsequent date and will thereupon become bound by its provisions.

### **25.5 Facilities Agreement**

This Debenture is subject to the Facilities Agreement and in the event of conflict between the provisions of this Debenture and the Facilities Agreement, the Facilities Agreement shall prevail.

### **25.6 Third Party Security**

The obligations of the Parent under this Debenture will not be affected by an act, omission, matter or thing which, but for this Clause, would reduce, release or prejudice any of its obligations under this Debenture (without limitation and whether or not known to it or any Finance Party) including:

- (a) any time, waiver or consent granted to, or composition with, the Parent or other person;
- (b) the release of the Parent or any other person under the terms of any composition or arrangement with any creditor of the Parent or any member of the Group;
- (c) 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 Parent or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of the Parent or any other person;
- (e) any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of any Finance Document or any

other document or security including without limitation any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under any Finance Document or other document or security;

- (f) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security, or
- (g) any insolvency or similar proceedings

**26. GOVERNING LAW AND JURISDICTION**

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

**IN WITNESS** whereof this Debenture has been duly executed as a deed and is delivered on the date first above written.

**SCHEDULE 1**  
**THE CHARGORS**

<b>Name of the Chargor</b>	<b>Registered Number</b>	<b>Registered Address</b>
Bakkavor Finance (1) Limited	07501688	Fitzroy Place 5th Floor, 8 Mortimer Street, London, W1T 3JJ, England
Bakkavor Finance (2) plc	07501697	Fitzroy Place 5th Floor, 8 Mortimer Street, London, W1T 3JJ, England
Bakkavor Finance (3) Limited	07501700	Fitzroy Place 5th Floor, 8 Mortimer Street, London, W1T 3JJ, England
Bakkavor (London) Limited	04256198	Fitzroy Place 5th Floor, 8 Mortimer Street, London, W1T 3JJ, England
Bakkavor Finance Limited	06657942	Bakkavor, West Marsh Road, Spalding, Lincolnshire, PE11 2BB, England
Bakkavor Acquisitions (2008) Limited	06541273	Fitzroy Place 5th Floor, 8 Mortimer Street, London, W1T 3JJ, England
Bakkavor (Acquisitions) Limited	05792607	Fitzroy Place 5th Floor, 8 Mortimer Street, London, W1T 3JJ, England
Bakkavor USA Limited	06458503	Fitzroy Place 5th Floor, 8 Mortimer Street, London, W1T 3JJ, England
Bakkavor Limited	02017961	Fitzroy Place 5th Floor, 8 Mortimer Street, London, W1T 3JJ, England
Bakkavor Invest Limited	05040746	Fitzroy Place 5th Floor, 8 Mortimer Street, London, W1T 3JJ, England
Bakkavor Foods Limited	01060806	Fitzroy Place 5th Floor, 8 Mortimer Street, London, W1T 3JJ, England
Bakkavor Fresh Cook Limited	05251496	Fitzroy Place 5th Floor, 8 Mortimer Street, London, W1T 3JJ, England
Bakkavor Central Finance Limited	06657868	Bakkavor, West Marsh Road, Spalding, Lincolnshire, PE11

		2BB, England
Bakkavor Estates Limited	06664921	Fitzroy Place 5th Floor, 8 Mortimer Street, London, W1T 3JJ, England
Anglia Crown Limited	02748422	Fitzroy Place 5th Floor, 8 Mortimer Street, London, W1T 3JJ, England
Bakkavor China Limited	05661425	Fitzroy Place 5th Floor, 8 Mortimer Street, London, W1T 3JJ, England
Bakkavor Asia Limited	05661438	Fitzroy Place 5th Floor, 8 Mortimer Street, London, W1T 3JJ, England

## SCHEDULE 2

### SHARES

#### Shares

<b>Name of Chargor which holds the shares</b>	<b>Name of company issuing shares</b>	<b>Number and class of shares</b>
Bakkavor Finance (1) Limited	Bakkavor Finance (2) plc	55,258 ordinary shares
Bakkavor Finance (2) plc	Bakkavor Finance (3) Limited	9,295 ordinary shares
Bakkavor Finance (3) Limited	Bakkavor (London) Limited	87,204,842 ordinary shares
	Bakkavor Acquisitions (2008) Limited	1,260 ordinary shares
	Bakkavor Estates Limited	1 ordinary share
Bakkavor (London) Limited	Bakkavor Invest Limited	219,345,964 ordinary shares
	Bakkavor Finance Limited	5,411 ordinary shares
	Bakkavor Asia Limited	1,348 ordinary shares
	Bakkavor (Acquisitions) Limited	10,002 ordinary shares
Bakkavor Finance Limited	Bakkavor Invest Limited	164,814,120 ordinary shares
Bakkavor Limited	Bakkavor Foods Limited	35,264,269 ordinary shares
		4,641,525 ordinary A shares
Bakkavor Invest Limited	Bakkavor Limited	75,265,641 ordinary shares
Bakkavor Foods Limited	Anglia Crown Limited	29,700 ordinary shares
		500 ordinary A shares
	Bakkavor Fresh Cook Limited	100 ordinary shares
	Bakkavor Central Finance Limited	1 ordinary share
Bakkavor Asia Limited	Bakkavor China Limited	4,107 ordinary shares

### SCHEDULE 3

#### 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 Chargor**”); and
- (2) [●] as security trustee for itself and the other Secured Parties (the “**Security Agent**”).

**RECITAL:**

This deed is supplemental to a debenture dated [●] between, amongst others, the Chargors named therein and the Security Agent, as previously supplemented 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 shall have the same meaning when used in this deed.

##### 1.2 Construction

Clauses 1.2 (*Construction*) to 1.5 (*Miscellaneous*) 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” and other similar expressions were references to this deed.

#### 2 ACCESSION OF NEW CHARGOR

##### 2.1 Accession

The New Chargor agrees to be a Chargor 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 Chargor.

##### 2.2 Covenant to pay

The New Chargor 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

##### 2.3 Specific Security

The New Chargor, as continuing security for the payment of the Secured Obligations, charges in favour of the Security Agent with full title guarantee the following assets, both present and future, from time to time owned by it or in which it has an interest:

- (a) by way of first equitable mortgage, all the Shares and all corresponding Related Rights; and



- (b) by way of way of first fixed charge (to the extent not effectively charged under paragraph (a) above), all the Shares and all corresponding Related Rights.

#### 2.4 Floating Charge

- (a) As further security for the payment of the Secured Obligations, the New Chargor 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, undertakings and rights.
- (b) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created by this deed.

### 3 NEGATIVE PLEDGE

The New Chargor may not.

- (a) create or agree to create or permit to subsist any Security or Quasi-Security over all or any part of the Charged Property under this deed;
- (b) sell, transfer, lease out, lend or otherwise dispose of all or any part of Charged Property under this deed (other than in respect of assets charged under Clause 2.4 (*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 agree or attempt to do so; or
- (c) dispose of the equity of redemption in respect of all or any part of the Charged Property under this deed,

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

### 4. CONSTRUCTION OF DEBENTURE

- (a) The Debenture shall remain in full force and effect as supplemented by this deed
- (b) The Debenture and this deed shall be read together as one instrument on the basis that references in the Debenture to "this deed" or "this Debenture" and other similar expressions will be deemed to be references to the Debenture as supplemented by this deed

### 5. DESIGNATION AS A FINANCE DOCUMENT

This deed is designated as a Finance Document.

### 6. 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.

### 7 NOTICES

The New Chargor confirms that its address details for notices in relation to Clause 22 (*Notices*) of the Debenture are as follows.

Address: [•]

Facsimile: [•]

Attention: [•]

**8. 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) and obligations of the Parties hereto and any matter, claim or dispute arising out of or in connection with this deed (including any non-contractual claims arising out of or in association with it) shall be governed by and construed in accordance with English law.

**IN WITNESS** whereof this document has been duly executed as a deed and is delivered on the date first above written.

## **SIGNATORIES TO DEED OF ACCESSION**

### **THE NEW CHARGOR**

**EXECUTED as a DEED by**  
[Name of New Chargor] acting by:

[●] as Director: \_\_\_\_\_

Witness: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Occupation: \_\_\_\_\_

#### **Notice Details**

Address: [●]

Facsimile: [●]

Attention: [●]

### **THE SECURITY AGENT**

**EXECUTED as a DEED by**  
[Name of Security Agent] acting by:

[●] as Authorised Signatory: \_\_\_\_\_

#### **Notice Details**

Address: [●]

Facsimile: [●]

Attention: [●]

Email: [●]

**SIGNATORIES TO DEBENTURE**

**THE CHARGORS**

**EXECUTED AS A DEED** by

**REDACTED**

as authorised signatory for **BAKKAVOR FINANCE (1) LIMITED**

In the presence of:

Witness:

**REDACTED**

Name:

Julia Horbach

Address:

Freshfields Bruckhaus Deringer LLP, 65 Fleet Street, London, EC4Y 1HS

Occupation:

Solicitor

**Notice Details**

Address:

Fitzoy Place, 5<sup>th</sup> Floor, 8 Mortimer Street, London W1T 3JJ

Attention:

Company Secretary

Telephone:

020 7908 6130

Fax:

N/A

Email:

companysecretary@bakkavor.com

**EXECUTED AS A DEED by**

**REDACTED**

 as authorised signatory for **BAKKAVOR FINANCE (2) PLC**

In the presence of:

Witness: **REDACTED**  


Name: Julia Horbach

Address: Freshfields Bruckhaus Deringer LLP, 65 Fleet Street, London, EC4Y 1HS

Occupation: Solicitor

**Notice Details**

Address: Fitzoy Place, 5<sup>th</sup> Floor, 8 Mortimer Street, London W1T 3JJ

Attention: Company Secretary

Telephone: 020 7908 6130

Fax: N/A

Email: [companysecretary@bakkavor.com](mailto:companysecretary@bakkavor.com)

**EXECUTED AS A DEED by**

**REDACTED**

as authorised signatory for **BAKKAVOR FINANCE (3) LIMITED**

In the presence of:

Witness:

**REDACTED**

Name:

Julia Horbach

Address:

Freshfields Bruckhaus Deringer LLP, 65 Fleet Street, London, EC4Y 1HS

Occupation:

Solicitor

**Notice Details**

Address:

Fitzoy Place, 5<sup>th</sup> Floor, 8 Mortimer Street, London W1T 3JJ

Attention:

Company Secretary

Telephone:

020 7908 6130

Fax:

N/A

Email:

companysecretary@bakkavor.com

**EXECUTED AS A DEED by**

**REDACTED**

as authorised signatory for **BAKKAVOR (LONDON) LIMITED**

In the presence of:

Witness:

**REDACTED**

Name:

Julia Horbach

Address:

Freshfields Bruckhaus Deringer LLP, 65 Fleet Street, London, EC4Y 1HS

Occupation:

Solicitor

**Notice Details**

Address:

Fitzoy Place, 5<sup>th</sup> Floor, 8 Mortimer Street, London W1T 3JJ

Attention:

Company Secretary

Telephone:

020 7908 6130

Fax:

N/A

Email:

companysecretary@bakkavor.com

**EXECUTED AS A DEED by**

**REDACTED**

as authorised signatory for **BAKKAVOR FINANCE LIMITED**

In the presence of:

**Witness:**

**REDACTED**

**Name:** Julia Horbach

**Address:** Freshfields Bruckhaus Deringer LLP, 65 Fleet Street, London, EC4Y 1HS

**Occupation:** Solicitor

**Notice Details**

**Address:** Fitzoy Place, 5<sup>th</sup> Floor, 8 Mortimer Street, London W1T 3JJ

**Attention:** Company Secretary

**Telephone:** 020 7908 6130

**Fax:** N/A

**Email:** companysecretary@bakkavor.com



**EXECUTED AS A DEED by**

**REDACTED**

as authorised signatory for **BAKKAVOR ACQUISITIONS (2008) LIMITED**

In the presence of:

Witness:

**REDACTED**

Name: Julia Horbach

Address: Freshfields Bruckhaus Deringer LLP, 65 Fleet Street, London, EC4Y 1HS

Occupation: Solicitor

**Notice Details**

Address: Fitzoy Place, 5<sup>th</sup> Floor, 8 Mortimer Street, London W1T 3JJ

Attention: Company Secretary

Telephone: 020 7908 6130

Fax: N/A

Email: [companysecretary@bakkavor.com](mailto:companysecretary@bakkavor.com)

**EXECUTED AS A DEED** by

**REDACTED**

as authorised signatory for **BAKKAVOR (ACQUISITIONS) LIMITED**

In the presence of:

Witness:

**REDACTED**

Name:

Julia Horbach

Address:

Freshfields Bruckhaus Deringer LLP, 65 Fleet Street, London, EC4Y 1HS

Occupation:

Solicitor

**Notice Details**

Address:

Fitzoy Place, 5<sup>th</sup> Floor, 8 Mortimer Street, London W1T 3JJ

Attention:

Company Secretary

Telephone:

020 7908 6130

Fax:

N/A

Email:

companysecretary@bakkavor.com

**EXECUTED AS A DEED by**

**REDACTED**

  
as authorised signatory for **BAKKAVOR USA LIMITED**

In the presence of

Witness.

**REDACTED**

Name: Julia Horbach

Address: Freshfields Bruckhaus Deringer LLP, 65 Fleet Street, London, EC4Y 1HS

Occupation: Solicitor

**Notice Details**

Address: Fitzoy Place, 5<sup>th</sup> Floor, 8 Mortimer Street, London W1T 3JJ

Attention: Company Secretary

Telephone: 020 7908 6130

Fax: N/A

Email: [companysecretary@bakkavor.com](mailto:companysecretary@bakkavor.com)

**EXECUTED AS A DEED** by

**REDACTED**

as authorised signatory for **BAKKAVOR LIMITED**

In the presence of.

Witness: **REDACTED**

Name: Julia Horbach

Address: Freshfields Bruckhaus Deringer LLP, 65 Fleet Street, London, EC4Y 1HS

Occupation: Solicitor

**Notice Details**

Address: Fitzoy Place, 5<sup>th</sup> Floor, 8 Mortimer Street, London W1T 3JJ

Attention: Company Secretary

Telephone: 020 7908 6130

Fax: N/A

Email: [companysecretary@bakkavor.com](mailto:companysecretary@bakkavor.com)

**EXECUTED AS A DEED by**

**REDACTED**

as authorised signatory for **BAKKAVOR INVEST LIMITED**

In the presence of:

Witness:

**REDACTED**

Name: Julia Horbach

Address: Freshfields Bruckhaus Deringer LLP, 65 Fleet Street, London, EC4Y 1HS

Occupation: Solicitor

**Notice Details**

Address: Fitzoy Place, 5<sup>th</sup> Floor, 8 Mortimer Street, London W1T 3JJ

Attention: Company Secretary

Telephone: 020 7908 6130

Fax: N/A

Email: [companysecretary@bakkavor.com](mailto:companysecretary@bakkavor.com)

**EXECUTED AS A DEED by**

**REDACTED**

as authorised signatory for **BAKKAVOR FOODS LIMITED**

In the presence of:

Witness:

REDACTED  
REDACTED

Name: Julia Horbach

Address: Freshfields Bruckhaus Deringer LLP, 65 Fleet Street, London, EC4Y 1HS

Occupation: Solicitor

**Notice Details**

Address: Fitzoy Place, 5<sup>th</sup> Floor, 8 Mortimer Street, London W1T 3JJ

Attention: Company Secretary

Telephone: 020 7908 6130

Fax: N/A

Email: [companysecretary@bakkavor.com](mailto:companysecretary@bakkavor.com)

**EXECUTED AS A DEED by**

**REDACTED**

as authorised signatory for **BAKKAVOR FRESH COOK LIMITED**

In the presence of:

Witness:

**REDACTED**

Name: Julia Horbach

Address: Freshfields Bruckhaus Deringer LLP, 65 Fleet Street, London, EC4Y 1HS

Occupation: Solicitor

**Notice Details**

Address: Fitzoy Place, 5<sup>th</sup> Floor, 8 Mortimer Street, London W1T 3JJ

Attention: Company Secretary

Telephone: 020 7908 6130

Fax: N/A

Email: [companysecretary@bakkavor.com](mailto:companysecretary@bakkavor.com)

**EXECUTED AS A DEED by**

**REDACTED**

as authorised signatory for **BAKKAVOR CENTRAL FINANCE LIMITED**

In the presence of:

Witness:

**REDACTED**

Name:

Julia Horbach

Address:

Freshfields Bruckhaus Deringer LLP, 65 Fleet Street, London, EC4Y 1HS

Occupation:

Solicitor

**Notice Details**

Address:

Fitzoy Place, 5<sup>th</sup> Floor, 8 Mortimer Street, London W1T 3JJ

Attention:

Company Secretary

Telephone:

020 7908 6130

Fax:

N/A

Email:

companysecretary@bakkavor.com



**EXECUTED AS A DEED by**

**REDACTED**

as authorised signatory for **BAKKAVOR ESTATES LIMITED**

In the presence of

Witness:

**REDACTED**

Name: Julia Horbach

Address: Freshfields Bruckhaus Deringer LLP, 65 Fleet Street, London, EC4Y 1HS

Occupation: Solicitor

**Notice Details**

Address: Fitzoy Place, 5<sup>th</sup> Floor, 8 Mortimer Street, London W1T 3JJ

Attention: Company Secretary

Telephone: 020 7908 6130

Fax: N/A

Email: [companysecretary@bakkavor.com](mailto:companysecretary@bakkavor.com)

**EXECUTED AS A DEED by**

**REDACTED**

as authorised signatory for **ANGLIA CROWN LIMITED**

In the presence of:

Witness.

**REDACTED**

Name: Julia Horbach

Address: Freshfields Bruckhaus Deringer LLP, 65 Fleet Street, London, EC4Y 1HS

Occupation Solicitor

**Notice Details**

Address: Fitzoy Place, 5<sup>th</sup> Floor, 8 Mortimer Street, London W1T 3JJ

Attention: Company Secretary

Telephone: 020 7908 6130

Fax: N/A

Email: [companysecretary@bakkavor.com](mailto:companysecretary@bakkavor.com)

**EXECUTED AS A DEED by**

**REDACTED**

as authorised signatory for **BAKKAVOR CHINA LIMITED**

In the presence of:

Witness:

**REDACTED**

Name: Julia Horbach

Address: Freshfields Bruckhaus Deringer LLP, 65 Fleet Street, London, EC4Y 1HS

Occupation: Solicitor

**Notice Details**

Address: Fitzoy Place, 5<sup>th</sup> Floor, 8 Mortimer Street, London W1T 3JJ

Attention: Company Secretary

Telephone: 020 7908 6130

Fax: N/A

Email: [companysecretary@bakkavor.com](mailto:companysecretary@bakkavor.com)

**EXECUTED AS A DEED by**

**REDACTED**

as authorised signatory for **BAKKAVOR ASIA LIMITED**

In the presence of:

Witness:

**REDACTED**

Name: Julia Horbach

Address: Freshfields Bruckhaus Deringer LLP, 65 Fleet Street, London, EC4Y 1HS

Occupation: Solicitor

**Notice Details**

Address: Fitzoy Place, 5<sup>th</sup> Floor, 8 Mortimer Street, London W1T 3JJ

Attention: Company Secretary

Telephone: 020 7908 6130

Fax: N/A

Email: [companysecretary@bakkavor.com](mailto:companysecretary@bakkavor.com)

THE SECURITY AGENT

EXECUTED as a DEED by  
BARCLAYS BANK PLC

REDACTED

Name. ANDERS WHITE

Title: VP-DEBT FINANCE

in the presence of:

REDACTED

Witness.

/

Name:

ARTI SULUNAN

Address:

**Barclays Bank PLC**

**1 Churchill Place  
London  
E14 5HP**

Occupation:

BANKER