



Registration of a Charge

Company name: **PORK FARMS CASPIAN LIMITED**

Company number: **09104836**



X6510981

Received for Electronic Filing: **24/04/2017**

Details of Charge

Date of creation: **19/04/2017**

Charge code: **0910 4836 0004**

Persons entitled: **U.S. BANK TRUSTEES LIMITED AS SECURITY TRUSTEE**

Brief description: **FREEHOLD PROPERTY KNOWN AS 93 AND 95 STERTE AVENUE WEST AND 10 TO 20 (EVENS) STERTE AVENUE, POOLE - TITLE NO.: DT227060; FREEHOLD LAND LYING TO THE SOUTH OF HOLBEACH ROAD, SPALDING - TITLE NOS.: LL166216 AND LL302134.**

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: **ASHURST LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9104836

Charge code: 0910 4836 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 19th April 2017 and created by PORK FARMS CASPIAN LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th April 2017 .

Given at Companies House, Cardiff on 25th April 2017

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 made on 19 April 2017

BETWEEN:

- (1) The Companies set out at Schedule 1 (each a company incorporated in England and Wales (each a "**New Chargor**" and together the "**New Chargors**"); and
- (2) U.S. Bank Trustees Limited as security trustee for itself and the other Secured Parties (the "**Security Agent**").

RECITAL:

This deed is supplemental to a debenture dated 13 April 2017 between, inter alia, the Chargors named therein and the Security Agent, as previously supplemented and amended by earlier Security Accession Deeds (if any) (the "**Debenture**").

NOW THIS DEED WITNESSES as follows:

1. INTERPRETATION

1.1 Definitions

Terms defined in the Debenture have the same meaning when used in this deed.

1.2 Construction

Clause 1.2 (Construction) of the Debenture will be deemed to be set out in full in this deed, but as if references in that clause to the Debenture were references to this deed.

2. ACCESSION OF NEW CHARGOR

2.1 Accession

Each 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

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

2.3 Fixed Charges

Each New Chargor, as security for the payment and discharge of the Secured Obligations, charges in favour of the Security Agent with full title guarantee all of its right, title and interest in the following assets, both present and future, from time to time owned by it or in which it has an interest and, in each case, all Related Rights:

- (a) by way of first legal mortgage, all Property (including as specified in schedule 2 (Property)); and

(b) by way of first fixed charge:

- (i) all other interests (not effectively charged under clause 2.3(a)) in the Property;
- (ii) all Subsidiary Shares (including as specified in schedule 3 (Subsidiary Shares));
- (iii) all Investments (other than the Subsidiary Shares);
- (iv) all Equipment;
- (v) all Book Debts;
- (vi) all Blocked Accounts (including as specified in schedule 4 (Blocked Accounts));
- (vii) all Intellectual Property (including as specified in schedule 5 (Intellectual Property));
- (viii) its goodwill and uncalled capital;
- (ix) to the extent not effectively assigned by clause 2.4 (Security Assignment):
 - (A) the Assigned Agreements;
 - (B) the Insurances; and
 - (C) the Hedging Agreements.

2.4 Security Assignment

As further security for the payment and discharge of the Secured Obligations, each New Chargor assigns absolutely with full title guarantee in favour of the Security Agent all its right, title and interest in the following assets, both present and future, and in each case, all Related Rights:

- (a) the Assigned Agreements (including as specified in schedule 6 (Assigned Agreements));
- (b) the Insurances (including as specified in schedule 7 (Insurance Policies)); and
- (c) the Hedging Agreements,

provided that on payment or discharge in full of the Secured Obligations the Security Agent will at the request and cost of each New Chargor re-assign the relevant rights, title and interest in the assigned assets to each New Chargor (or as it shall direct).

2.5 Fixed Security

Clause 2.3 (Fixed Charges) and clause 2.4 (Security Assignment) shall be construed as creating a separate and distinct mortgage, fixed charge or security assignment over each relevant asset within any particular class of assets specified in this deed. Any failure to create effective fixed security (for whatever reason) over an asset shall not affect the fixed nature of the security on any other asset, whether within the same class of assets or not.

2.6 Floating Charge

As further security for the payment and discharge of the Secured Obligations, each New Chargor charges with full title guarantee in favour of the Security Agent by way of first

floating charge all its assets, both present and future, not effectively charged by way of first fixed charge under clause 2.3 (Fixed Charges) or assigned under clause 2.4 (Security Assignment) and, in each case, all Related Rights.

3. INCORPORATION INTO DEBENTURE

The Debenture and this deed shall be read together as one instrument on the basis that references in the Debenture to "this deed" will be deemed to include this deed.

4. NOTICES

Each New Chargor confirms that its address details for notices in relation to clause 34(Notices) of the Senior Facility Agreement are as follows:

Address: [C/O Pork Farms Limited, Tottle Bakery, Queens Drive, Nottingham, Nottinghamshire, NG2 1LU]

Facsimile: N/A

Attention: Christopher Peters

5. LAW

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

IN WITNESS whereof this deed has been duly executed and delivered on the date first above written.

SCHEDULE 1

Schedule Of Companies

| <u>Company Name</u> | <u>Company Number</u> |
|----------------------------|------------------------------|
| Addo Food Group Limited | 05998337 |
| Pork Farms Limited | 05998346 |
| Pork Farms Caspian Limited | 09104836 |

SCHEDULE 2

Freehold and Leasehold Property

| <u>Company</u> | <u>Property Charged</u> | <u>Freehold or Leasehold Interest</u> | <u>Title Number</u> |
|-------------------------------|---|---|--------------------------|
| Pork Farms Limited | Palethorpes Factory, Maer Lane, Market Drayton | Leasehold | SL186527 |
| Pork Farms Limited | Land on the North West Side of Dunsil Drive, Queen's Drive Industrial Estate, Nottingham, NG2 1LU | Leasehold | NT435394 |
| Pork Farms Limited | Riverside Bakery, Longwall Avenue, Nottingham | Leasehold | NT435393 |
| Pork Farms Limited | Units 30, 31, 31a and 32 Longmead, Shaftesbury Industrial Estate, Longmead, Shaftesbury SP7 8PC | Leasehold | DT353643 |
| Pork Farms Limited | Land adjoining Unit 30- 31 Longmead, Shaftesbury | Leasehold | DT365962 |
| Pork Farms Limited | Units 6 and 7 Longmead, Shaftesbury Industrial Estate, Longmead, Shaftesbury | Leasehold | DT353645 |
| Pork Farms Casplan Limited | 93 and 95 Sterte Avenue West and 10 to 20 (Evens) Sterte Avenue, Poole | Freehold | DT227060 |
| Pork Farms Casplan Limited | Land Lying To The South Of Holbeach Road, Spalding | Freehold | LL166216 and LL302134 |

SCHEDULE 3**Subsidiary Shares**

| <u>Shareholder</u> | <u>Company in which shares are charged</u> | <u>Share class</u> | <u>Number of shares</u> |
|---------------------------|---|---------------------------|--------------------------------|
| Addo Food Group Limited | Pork Farms Limited | Ordinary shares of £0.01 | 150,000 |
| Addo Food Group Limited | Pork Farms Caspian Limited | Ordinary shares of £0.01 | 1 |

SCHEDULE 4**Blocked Accounts****Operating Accounts**

| <u>Account Holder</u> | <u>Account Number</u> | <u>Sort Code</u> | <u>Status</u> |
|------------------------------|------------------------------|-------------------------|----------------------|
| Pork Farms Limited | | | Not blocked |
| Pork Farms Limited | | | Not blocked |
| Pork Farms Caspian Limited | | | Not blocked |
| Pork Farms Caspian Limited | | | Not blocked |

SCHEDULE 5

Intellectual Property

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SCHEDULE 6

Assigned Agreements

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SCHEDULE 7

Insurance Policies

| <u>Cover</u> | <u>Insurer</u> | <u>Policy Number</u> |
|--|--|-----------------------------|
| Material Damage And Business Interruption | Aviva Plc 38-42 Boar Lane, Leeds, Ls1 5hl | 100552211cci |
| Excess Layer Material Damage And Business Interruption | Swiss Re 30 St Marys Axe, London, Ec3a 8ep | Gbnbk1700111 |
| Computer | Royal And Sun Alliance (Aon Facility) Somerset House, 47 - 49 London Road, Redhill, Rh1 1lu | 17-Cos-0000001659 |

SIGNATORIES TO DEED OF ACCESSION

New Chargor

Executed as a deed by)
ADDO FOOD GROUP LIMITED)
acting by :)
)

Signature of director

Signature of witness

Name of witness TEIGAN BETTERIDGE

Address of witness

Occupation of witness

Executed as a deed by)
PORK FARMS LIMITED)
acting by :)
)

Signature of director

Signature of witness

Name of witness TEIGAN BETTERIDGE

Address of witness

Occupation of witness

Executed as a deed by)
PORK FARMS CASPIAN LIMITED)
acting by :)
)

Signature of director

Signature of witness

Name of witness TEIGAN BETTERIDGE

Address of witness

Occupation of witness

Notice Details

Address: c/o Pork Farms Limited, Tottle Bakery, Queen Drive, Nottingham, Nottinghamshire, NG2 1LU

Facsimile: N/A

Attention: Christopher Peters

The Security Agent

Signed for and on behalf of **U.S. BANK**)
TRUSTEES LIMITED :)
)
)

.....
Name:

Notice Details

Address:

Facsimile:

Attention: