



**Registration of a Charge**

Company Name: **ZELANDIA HONEY FARMS LIMITED**

Company Number: **09904082**



Received for filing in Electronic Format on the: **27/09/2022**

XBDEXHH4

**Details of Charge**

Date of creation: **16/09/2022**

Charge code: **0990 4082 0002**

Persons entitled: **BELFIUS BANK NV**

Brief description:

**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: **WALKER MORRIS LLP**



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

Company number: 9904082

Charge code: 0990 4082 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 16th September 2022 and created by ZELANDIA HONEY FARMS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 27th September 2022 .

Given at Companies House, Cardiff on 29th September 2022

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**

**DATED**

**16 September 2022**

**(1) THE COMPANIES NAMED IN SCHEDULE 1 AS ORIGINAL CHARGORS**

**- and -**

**(2) BELFIUS BANK NV  
as Lender**

**GROUP DEBENTURE**

**I/WE CERTIFY THIS  
DOCUMENT IS A TRUE  
COPY OF THE ORIGINAL**

*Walker Morris LLP*

**WALKER MORRIS LLP**

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THIS DEBENTURE is made on

16 September 2022

**BETWEEN:**

- (1) **THE COMPANIES LISTED IN SCHEDULE 1 TO THIS DEED** (the "**Original Chargors**"); and
- (2) **BELFIUS BANK NV** (Registered no: 0403.201.185, FSMA n° 019649 A) whose registered office is at Rogierplein 11, Brussels 1210, BELGIUM (the "**Lender**").

**IT IS AGREED:**

## **1. DEFINITIONS AND INTERPRETATION**

### **1.1 Definitions**

In this Deed:

- (i) terms defined in, or construed for the purposes of, the Facilities Agreement (as defined below) have the same meanings when used in this Deed (unless the same are otherwise defined in this Deed); and
- (ii) at all times the following terms have the following meanings:

**"Accession Deed"** means an accession deed substantially in the form set out in schedule 6 (*Form of Accession Deed*);

**"Account Bank"** means any bank or other financial institution with which any Charged Account is maintained from time to time;

**"Act"** means the Law of Property Act 1925;

**"Assigned Assets"** means the Security Assets expressed to be assigned pursuant to clause 4.2 (*Security assignments*);

**"Charged Accounts"** means each account charged by or pursuant to this Deed;

**"Charged Investments"** means the Charged Securities and all present and future Related Rights accruing to all or any of the Charged Securities;

**"Charged Securities"** means:

- (i) the securities specified in part 2 of schedule 2 (*Details of Security Assets*); and
- (ii) all other stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or "*investments*" (as defined in part II of schedule II to the Financial Services and Markets Act 2000 as in force at the date of this Deed) now or in future owned (legally or beneficially) by a Chargor or held by a nominee, trustee, fiduciary or clearance system on its behalf or in which such Chargor has an interest at any time;

**"Chargors"** means:

- (i) the Original Chargors; and
- (ii) any other entity which accedes to this Deed pursuant to an Accession Deed;

**"Company"** means Dr. Organic Limited (company number 06295606)

**"Debenture Security"** means the Security created or evidenced by or pursuant to this Deed or any Accession Deed;

**"Default Rate"** means the rate of interest charged by the Lender as set out under the Facilities Agreement;

**"Delegate"** means any delegate, sub-delegate, agent, attorney or co-trustee appointed by the Lender or by a Receiver;

**"Event of Default"** means each termination or suspension ground listed in clause H of the Facilities Agreement;

**"Facilities Agreement"** means the facility agreement dated on or about the date of this Deed and entered into between, amongst others, TOCG BV (company number 0788.722.440) and the Lender (as may be amended, supplemented, novated and/or restated from time to time);

**"Group"** means TOCG BV(company number 0788.722.440 ) and each of its respective Subsidiaries for the time being;

**"Insurances"** means all policies of insurance (and all cover notes) which are at any time held by or written in favour of a Chargor or in which a Chargor from time to time has an interest including, without limitation the policies of insurance (if any) specified in part 6 of schedule 2 (*Details of Security Assets*), but excluding such policies of insurance to the extent that they relate to third party liabilities;

**"Intellectual Property"** means all legal and/or equitable interests (including, without limitation, the benefit of all licences in any part of the world) of each Chargor in, or relating to:

- (i) any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered; and
- (ii) the benefit of all applications and rights to use such assets of each Chargor (which may now or in the future subsist),

including, without limitation, the intellectual property rights (if any) specified in part 4 of schedule 2 (*Details of Security Assets*);

**"Party"** means a party to this Deed;

**"Planning Acts"** means:

- (i) the Town and Country Planning Act 1990;
- (ii) the Planning (Listed Buildings and Conservation Areas) Act 1990;
- (iii) the Planning (Hazardous Substances) Act 1990;
- (iv) the Planning (Consequential Provisions) Act 1990;
- (v) the Planning and Compensation Act 1991;
- (vi) any regulations made pursuant to any of the foregoing; and

- (vii) any other legislation of a similar nature;

**"Real Property"** means all estates and interests in freehold, leasehold and other immovable property (wherever situated) now or in future belonging to any Chargor, or in which any Chargor has an interest at any time (including the registered and unregistered land (if any) in England and Wales specified in part 1 of schedule 2 (*Details of Security Assets*)), together with:

- (i) all buildings and fixtures (including trade fixtures) and fixed plant and machinery at any time thereon;
- (ii) all easements, rights and agreements in respect thereof; and
- (iii) the benefit of all covenants given in respect thereof;

**"Receivables"** means all present and future book debts and other debts, rentals, royalties, fees, VAT and monetary claims and all other amounts at any time recoverable or receivable by, or due or owing to, any Chargor (whether actual or contingent and whether arising under contract or in any other manner whatsoever) together with:

- (i) the benefit of all rights, guarantees, Security and remedies relating to any of the foregoing (including, without limitation, negotiable instruments, indemnities, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights); and
- (ii) all proceeds of any of the foregoing;

**"Receiver"** means a receiver or receiver and manager or administrative receiver of the whole or any part of the Security Assets appointed by the Lender under this Deed;

**"Related Rights"** means, in relation to any Charged Securities:

- (i) all dividends, distributions and other income paid or payable on the relevant Charged Securities or on any asset referred to in paragraph (ii) of this definition; and
- (ii) all rights, monies or property accruing or offered at any time in relation to such Charged Securities whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise;

**"Relevant Contract"** means each agreement specified in part 5 of schedule 2 (*Details of Security Assets*) or specified in any Accession Deed as an "*Other Relevant Contract*", together with each other agreement supplementing or amending or novating or replacing the same;

**"Secured Obligations"** means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or alone or in any other capacity whatsoever) of each member of the Group to the Lender from time to time, including those pursuant to the Facilities Agreement (including all monies covenanted to be paid under this Deed);

**"Security Assets"** means all property and assets from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) by or pursuant to this Deed;



**"Security Period"** means the period beginning on the date of this Deed and ending on the date on which the Lender has notified the Chargor in writing that:

- (i) all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full; and
- (ii) the Lender has no further commitment, obligation or liability under or pursuant to the Facilities Agreement;

**"Short Leasehold Property"** means a leasehold property held by a Chargor now or in the future under a lease granted at a rack rate which has an unexpired term of 25 years or less at the date of this Deed (or in the case of future acquired leasehold property, at the date of acquisition of such property by the relevant Chargor); and

**"Subsidiary"** means a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006 and a subsidiary within the meaning of section 1159 of the Companies Act 2006

**"Subsidiary Shares"** means all shares present or future owned legally or beneficially by any Chargor in the issued share capital of any other member of the Group including but not limited to those specified in part 2 of Schedule 2 (*Details of Security Assets*) and in any schedule to any Accession Deed.

## 1.2 Interpretation

- (a) Unless a contrary indication appears, any reference in this Deed to:
  - (i) a **"person"** includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership or other entity (whether or not having separate legal personality);
  - (ii) a **"regulation"** includes any regulation, rule, official directive, order, request or guideline (whether or not having the force of law but if not having the force of law being of a type with which the person to whom it applies customarily complies) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self regulatory or other authority or organisation;
  - (iii) a provision of law is a reference to that provision as amended or re-enacted;
  - (iv) a time of day is a reference to London time;
  - (v) a **"Chargor"** or the **"Lender"** or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees and, in the case of the Lender, any person for the time being appointed as Lender or Lenders in accordance with the Facilities Agreement;
  - (vi) **"this Deed"**, the **"Facilities Agreement"** or any other agreement or instrument is a reference to this Deed, the Facilities Agreement or that other agreement or instrument as amended, supplemented, extended, restated, novated and/or replaced in any manner from time to time (however fundamentally and even if any of the same increases the obligations of any member of the Group or provides for further advances); and

- (vii) **"Secured Obligations"** includes obligations and liabilities which would be treated as such but for the liquidation, administration or dissolution of or similar event affecting any member of the Group.
- (b) Each undertaking of a Chargor (other than a payment obligation) contained in this Deed:
  - (i) must be complied with at all times during the Security Period; and
  - (ii) is given by such Chargor for the benefit of the Lender.
- (c) If the Lender reasonably considers that an amount paid by any member of the Group to the Lender under the Facilities Agreement is capable of being avoided or otherwise set aside on the liquidation or administration of such member of the Group, then that amount shall not be considered to have been irrevocably paid for the purposes of this Deed.
- (d) 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.

### **1.3 Joint and several**

The liabilities and obligations of each Chargor under this Deed are joint and several. Each Chargor agrees to be bound by this Deed notwithstanding that any other Chargor which was intended to sign or be bound by this Deed did not so sign or is not bound by this Deed.

### **1.4 Inconsistency**

If there is any conflict or inconsistency between any provision of this Deed or any Accession Deed and any provision of the Facilities Agreement, the provision of the Facilities Agreement shall prevail.

### **1.5 Third party rights**

Save as expressly provided to the contrary in this Deed, a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Deed.

## **2. COVENANT TO PAY**

### **2.1 Covenant to pay**

- (a) Each Chargor, as principal obligor and not merely as surety, covenants in favour of the Lender that it will pay and discharge the Secured Obligations from time to time when they fall due.
- (b) Every payment by a Chargor of a Secured Obligation which is made to or for the benefit of the Lender to which the Secured Obligation is due and payable in accordance with the Facilities Agreement under which such sum is payable to the Lender, shall operate in satisfaction to the same extent of the covenant contained in clause 2.1(a).

### **2.2 Default interest**

Any amount which is not paid under this Deed when due shall bear interest on a daily basis (both before and after judgment and payable on demand) at the Default Rate from the due date

until the date on which such amount is unconditionally and irrevocably paid and discharged in full.

### **3. GRANT OF SECURITY**

#### **3.1 Nature of security**

All Security and dispositions created or made by or pursuant to this Deed (including for the avoidance of doubt pursuant to any Accession Deed) are created or made:

- (a) in favour of the Lender;
- (b) subject to the Permitted Security, with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994; and
- (c) as continuing security for payment of the Secured Obligations.

#### **3.2 Qualifying floating charge**

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to any floating charge created by or pursuant to this Deed (and each such floating charge is a qualifying floating charge for the purposes of the Insolvency Act 1986).

### **4. FIXED SECURITY**

#### **4.1 Fixed charges**

Each Chargor charges and agrees to charge all of its present and future right, title and interest in and to the following assets which are at any time owned by it or in which it from time to time has an interest:

- (a) by way of first legal mortgage:
  - (i) the Real Property (if any) specified in part 1 of schedule 2 (*Details of Security Assets*); and
  - (ii) all other Real Property (if any) (other than any Short Leasehold Property) and all interests in Real Property (other than any Short Leasehold Property) not charged by clause 4.1(a)(i);
- (b) by way of first fixed charge:
  - (i) all other Real Property (other than any Short Leasehold Property) and all interests in Real Property (other than any Short Leasehold Property) not charged by clause 4.1(a);
  - (ii) all licences to enter upon or use land and the benefit of all other agreements relating to land; and
  - (iii) the proceeds of sale of all Real Property (other than Short Leasehold Property);
- (c) by way of first fixed charge all plant and machinery (not charged by clause 4.1(a) or 4.1(b)) and the benefit of all contracts, licences and warranties relating to the same;

- (d) by way of first fixed charge:
  - (i) all computers, vehicles, office equipment and other equipment (not charged by clause 4.1(c)); and
  - (ii) the benefit of all contracts, licences and warranties relating to the same, other than any which are for the time being part of any Chargor's stock-in-trade or work-in-progress;
- (e) by way of first fixed charge:
  - (i) the Charged Securities (if any) referred to in part 2 of schedule 2 (*Details of Security Assets*); and
  - (ii) all other Charged Securities (not charged by clause 4.1(e)(i)),
 in each case, together with:
  - (A) all Related Rights from time to time accruing to those Charged Securities; and
  - (B) all rights which such Chargor may have at any time against any clearance or settlement system or any custodian in respect of any Charged Investments;
 by way of first fixed charge all accounts of such Chargor with any bank, financial institution or other person at any time and all monies at any time standing to the credit of such accounts,
 

in each case, together with all interest from time to time accrued or accruing on such monies, any investment made out of such monies or account and all rights to repayment of any of the foregoing;
- (f) by way of first fixed charge:
  - (i) the Intellectual Property (if any) specified in part 4 of schedule 2 (*Details of Security Assets*); and
  - (ii) all other Intellectual Property (if any) (not charged by clause 4.1(f)(i));
- (g) to the extent that any Assigned Asset is not effectively assigned under clause 4.2 (*Security assignments*), by way of first fixed charge such Assigned Asset;
- (h) by way of first fixed charge (to the extent not otherwise charged or assigned in this Deed):
  - (i) the benefit of all licences, consents, agreements and Authorisations held or used in connection with the business of such Chargor or the use of any of its assets; and
  - (ii) any letter of credit issued in favour of such Chargor and all bills of exchange and other negotiable instruments held by it; and
- (i) by way of first fixed charge all of the goodwill and uncalled capital of such Chargor.

## **4.2 Security assignments**

- (a) Each Chargor assigns and agrees to assign absolutely (subject to a proviso for reassignment on redemption) all of its present and future right, title and interest in and to:
  - (i) the Relevant Contracts, all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising from them;
  - (ii) all Insurances and all claims under the Insurances and all proceeds of the Insurances; and
  - (iii) all other Receivables (not assigned under clauses 4.2(a)(i) or 4.2(a)(ii)).
- (b) To the extent that any Assigned Asset described in clause 4.2(a)(ii) is not assignable, the assignment which that clause purports to effect shall operate as an assignment of all present and future rights and claims of such Chargor to any proceeds of such Insurances.

## **4.3 Notice of assignment and/or charge - notice**

Within five Business Days of the execution of this Deed or an Accession Deed (as applicable) (and within three Business Days of obtaining any Insurance or the execution of any Relevant Contract or the opening of any Charged Account after the date of this Deed) each Chargor shall:

- (a) in respect of each of its Insurances, deliver a duly completed notice of assignment to the provider of each such Insurance and shall use its reasonable endeavours to procure that each such person executes and delivers to the Lender an acknowledgement, in each case in the respective forms set out in schedule 5 (*Form of notice to and acknowledgement by insurers*);
- (b) in respect of a Relevant Contract, (to the extent that such Chargor is a party to the relevant document), deliver a duly completed notice of assignment to each other party to that document, and use its reasonable endeavours to procure that each such party executes and delivers to the Lender an acknowledgement, in each case in the respective forms set out in schedule 4 (*Form of notice to and acknowledgement by party to Relevant Contract*); and
- (c) in respect of its Charged Accounts deliver a duly completed notice to the Account Bank and use its reasonable endeavours to procure that the Account Bank executes and delivers to the Lender an acknowledgement, in each case in the respective forms set out in schedule 3 (*Form of notice to and acknowledgement from Account Bank*),

or, in each case, in such other form as the Lender shall agree.

## **4.4 Notice of assignment - Relevant Contracts**

Promptly upon request by the Lender at any time after the occurrence of an Event of Default which is continuing or has not been remedied or waived to the satisfaction of the Lender within 3 Business Days of the relevant Event of Default, each Chargor will, in respect of each Relevant Contract to which it is a party, deliver a duly completed notice of assignment to each other party to that Relevant Contract, and use its reasonable endeavours to procure that each such party executes and delivers to the Lender an acknowledgement, in each case in the respective forms set out in schedule 4 (*Form of notice to and acknowledgement by party to Relevant Contract*) (or in such other form as the Lender shall agree).

#### **4.5 Assigned Assets**

The Lender is not obliged to take any steps necessary to preserve any Assigned Asset, to enforce any term of a Relevant Contract against any person or to make any enquiries as to the nature or sufficiency of any payment received by it pursuant to this Deed.

### **5. FLOATING CHARGE**

Each Chargor charges and agrees to charge by way of first floating charge all of its present and future:

- (a) assets and undertaking (wherever located) not otherwise effectively charged by way of fixed mortgage or charge or assigned pursuant to clause 4.1 (*Fixed charges*), clause 4.2 (*Security assignments*) or any other provision of this Deed; and
- (b) (whether or not effectively so charged or assigned) heritable property and all other property and assets in Scotland.

### **6. CONVERSION OF FLOATING CHARGE**

#### **6.1 Conversion by notice**

The Lender may, by written notice to a Chargor, convert the floating charge created under this Deed into a fixed charge as regards all or any of the assets of such Chargor specified in the notice if:

- (a) there is an Event of Default which is continuing or has not been remedied or waived to the satisfaction of the Lender within 3 Business Days of the relevant Event of Default; or
- (b) the Lender (acting reasonably) considers any Security Assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy or that the priority of the Security Assets charged to the Lender are threatened.

#### **6.2 Part A1 Moratorium**

- (a) The floating charge created under this Deed by the Chargor shall not convert into a fixed charge solely by reason of a moratorium being obtained under Part A1 of the Insolvency Act 1986 (or anything done with a view to obtaining such a moratorium (including any preliminary decision or investigation)) in respect of the Chargor.
- (b) Clause 6.2(a) does not apply to a floating charge created under this Deed which falls within any of the categories described in section A52(4) of the Insolvency Act 1986.

#### **6.3 Automatic conversion**

The floating charge created under this Deed shall (in addition to the circumstances in which the same will occur under general law) automatically convert into a fixed charge:

- (a) in relation to any Security Asset which is subject to a floating charge if:
  - (i) such Chargor creates (or attempts or purports to create) any Security (other than a Permitted Security) on or over the relevant Security Asset without the prior written consent of the Lender; or

- (ii) any third party levies or attempts to levy any distress, execution, attachment or other legal process against any such Security Asset; and
- (b) over all Security Assets of a Chargor which are subject to a floating charge if an administrator is appointed in respect of such Chargor or the Lender receives notice of intention to appoint such an administrator (as contemplated by the Insolvency Act 1986).

#### **6.4 Scottish property**

Clause 6.3 (*Automatic conversion*) will not apply to any assets situated in Scotland if, and to the extent that, a Receiver would not be capable of exercising his powers in Scotland pursuant to section 72 of the Insolvency Act 1986 by reason of such automatic conversion.

#### **6.5 Partial conversion**

The giving of a notice by the Lender pursuant to clause 6.1 (*Conversion by notice*) in relation to any asset or class of assets of any Chargor shall not be construed as a waiver or abandonment of the rights of the Lender to serve similar notices in respect of any other asset or class of assets or of any other right of the Lender.

### **7. CONTINUING SECURITY**

#### **7.1 Continuing security**

The Debenture Security is continuing and will extend to the ultimate balance of the Secured Obligations regardless of any intermediate payment or discharge in whole or in part. This Deed shall remain in full force and effect as a continuing security for the duration of the Security Period.

#### **7.2 Additional and separate security**

This Deed is in addition to, without prejudice to, and shall not merge with, any other right, remedy, guarantee or Security which the Lender may at any time hold for any Secured Obligation.

#### **7.3 Right to enforce**

This Deed may be enforced against each or any Chargor without the Lender first having recourse to any other right, remedy, guarantee or Security held by or available to it or any of them.

### **8. LIABILITY OF CHARGORS RELATING TO SECURITY ASSETS**

Notwithstanding anything contained in this Deed or implied to the contrary, each Chargor remains liable to observe and perform all conditions and obligations assumed by it in relation to the Security Assets. The Lender is under no obligation to perform or fulfil any such condition or obligation or to make any payment in respect of any such condition or obligation.

### **9. ACCOUNTS**

No monies at any time standing to the credit of any account (of any type and however designated) of any Chargor with the Lender or in which any Chargor has an interest (and no rights and benefits relating thereto) shall be capable of being assigned to any person other than the Lender.

## **10. REPRESENTATIONS**

### **10.1 General**

- (a) Each Original Chargor makes the representations and warranties set out in this clause 10 to the Lender on the date of this Deed.
- (b) Each Original Chargor is a limited liability company, duly incorporated and validly existing under the law of its jurisdiction of incorporation.
- (c) Each Original Chargor has the power to own its assets and carry on its business as it is being conducted;
- (d) The Charged Securities have been duly authorised and issued and are and will be free from any restrictions on transfer or rights of pre-emption;
- (e) Each Original Chargor has and will at all times have the necessary power to enable it to enter into and perform the obligations expressed to be assumed by it under this Deed;
- (f) This Deed constitutes legal, valid, binding and enforceable obligations on each Original Chargor and is an effective and enforceable security over the Charged Securities and every part of it; and
- (g) All necessary authorisations to enable and entitle each Original Chargor to enter into this Deed have been obtained and are in full force and effect and will remain in such force and effect at all times during the subsistence of the security constituted by this Deed.

### **10.2 Ownership of Security Assets**

Each Original Chargor is the sole legal and beneficial owner of all of the Security Assets identified against its name in schedule 2 free from encumbrances and has not entered into any agreement to sell, dispose of or grant any other Security Interest over the Security Assets (*Details of Security Assets*).

### **10.3 Charged Securities**

The Charged Securities listed in part 2 of schedule 2 (*Details of Security Assets*) are fully paid and constitute the entire share capital owned by each Original Chargor in the relevant company and constitute the entire issued share capital of each such company.

### **10.4 Real Property**

Part 1 of schedule 2 (*Details of Security Assets*) identifies all freehold and leasehold Real Property which is beneficially owned by each Original Chargor (other than any Short Leasehold Property) at the date of this Deed.

## **11. UNDERTAKINGS BY THE CHARGORS**

### **11.1 Negative pledge and Disposals**

No Chargor shall do or agree to do any of the following without the prior written consent of the Lender:

- (a) create or permit to subsist any Security or Quasi-Security on any Security Asset other than:



- (i) as created by this Deed; or
- (ii) which is a Permitted Security; or
- (b) sell, transfer, lease, lend or otherwise dispose of (whether by a single transaction or a number of transactions and whether related or not and whether voluntarily or involuntarily) the whole or any part of its interest in any Security Asset (except for a Permitted Disposal or a Permitted Transaction).

## **11.2 Security Assets generally**

Each Chargor shall:

- (a) notify the Lender within 14 days of receipt of every material notice, order, application, requirement or proposal given or made in relation to the Security Assets by any competent authority, and (if required to do so by the Lender):
  - (i) immediately provide it with a copy of the same; and
  - (ii) either:
    - (A) comply with such notice, order, application, requirement or proposal; or
    - (B) make such objections to the same as the Lender (acting reasonably) may require or approve;
- (b) pay all rates, rents and other outgoings owed by it in respect of the Security Assets;
- (c) comply with:
  - (i) all obligations in relation to the Security Assets under any present or future regulation or requirement of any competent authority or any Authorisation; and
  - (ii) all covenants and obligations affecting any Security Asset (or its manner of use),
 

where failure to do so has or is reasonably likely to have a Material Adverse Effect;
- (d) not, except with the prior written consent of the Lender (such consent not to be unreasonably withheld or delayed), enter into any onerous or restrictive obligation affecting any material part of any of the Security Assets (except as expressly permitted by the Facilities Agreement);
- (e) provide the Lender with all information which it may reasonably request in relation to the Security Assets; and
- (f) not do, cause or permit to be done anything which may to a material extent depreciate, jeopardise or otherwise prejudice the value or marketability of any Security Asset (or make any omission which has such an effect).

## **11.3 Deposit of documents and notices relating to Real Property**

Each Chargor shall, if requested by the Lender in writing, deposit with the Lender:

- (a) all deeds and documents of title relating to the Real Property; and

- (b) all local land charges, land charges and the Land Registry search certificates and similar documents received by or on behalf of a Chargor in relation to the Real Property,

which the Lender may hold throughout the Security Period.

#### **11.4 Real Property undertakings - acquisitions and notices to the Land Registry**

- (a) Each Chargor shall notify the Lender promptly upon the acquisition of any estate or interest in any freehold or leasehold property (other than any Short Leasehold Property).
- (b) Each Chargor shall, in respect of any Real Property (other than any Short Leasehold Property) which is acquired by it after the date of this Deed, the title to which is registered at the Land Registry or the title to which is required to be so registered:
  - (i) give the Land Registry written notice of this Deed; and
  - (ii) procure that notice of this Deed is clearly noted in the Register to each such title.

#### **11.5 Real Property undertakings - maintenance**

- (a) Each Chargor shall maintain all buildings and erections forming part of the Security Assets in a reasonable state of repair.
- (b) No Chargor shall, except with the prior written consent of the Lender (such consent not to be unreasonably withheld) (or as expressly permitted under the Facilities Agreement):
  - (i) confer on any person any lease or tenancy of any of the Real Property (other than any Short Leasehold Property) or accept a surrender of any lease or tenancy (whether independently or under any statutory power);
  - (ii) confer on any person any right or licence to occupy any land or buildings forming part of the Real Property (other than any Short Leasehold Property); or
  - (iii) grant any licence to assign or sub-let any part of the Real Property (other than any Short Leasehold Property).
- (c) No Chargor shall carry out any development within the meaning of the Planning Acts in or upon any part of the Real Property without first obtaining such permissions as may be required under or by virtue of the Planning Acts and, in the case of development involving a substantial change in the structure of, or a change of use of, any part of the Real Property, without first obtaining the written consent of the Lender.
- (d) No Chargor shall do, or permit to be done, anything as a result of which any lease may be liable to forfeiture or otherwise be determined.
- (e) Each Chargor shall permit the Lender and any person nominated by it at all reasonable times with reasonable notice to enter any part of the Real Property (other than any Short Leasehold Property) and view the state of it.

## **11.6 Real Property undertakings - title investigation**

- (a) Each Chargor shall grant the Lender on request all reasonable facilities within the power of such Chargor to enable the Lender (or its lawyers) to carry out investigations of title to the Real Property and to make all enquiries in relation to any part of the Real Property (other than any Short Leasehold Property) which a prudent mortgagee might carry out. Those investigations shall be carried out at the expense of such Chargor.
- (b) Following the occurrence of an Event of Default which is continuing or has not been remedied or waived to the satisfaction of the Lender within 3 Business Days of the relevant Event of Default and upon demand by the Lender (after the occurrence of such Event of Default which is continuing or has not been remedied or waived to the satisfaction of the Lender within 3 Business Days of the relevant Event of Default), each Chargor shall at its own expense provide the Lender with a report as to title of such Chargor to its Real Property (other than any Short Leasehold Property) (concerning those items which may properly be sought to be covered by a prudent mortgagee in a lawyer's report of this nature).

## **11.7 Insurance**

- (a) Each Chargor shall at all times comply with its obligations as to insurance contained in the Facilities Agreement.
- (b) If at any time any Chargor defaults in:
  - (i) effecting or keeping up the insurances;
    - (A) required under the Facilities Agreement; or
    - (B) referred to in this clause; or
  - (ii) producing any insurance policy or receipt to the Lender within 14 days of demand,

the Lender may (without prejudice to its rights under clause 12 (*Power to remedy*)) take out or renew such policies of insurance in any sum which the Lender may reasonably think expedient. All monies which are expended by the Lender in doing so shall be deemed to be properly paid by the Lender and shall be reimbursed by such Chargor on demand.
- (c) Each Chargor shall, subject to the rights of the Lender under clause 11.7(d), diligently pursue its rights under the Insurances.
- (d) In relation to the proceeds of Insurances:
  - (i) after the occurrence of an Event of Default which is continuing or has not been remedied or waived to the satisfaction of the Lender within 3 Business Days of the relevant Event of Default, the Lender shall have the sole right to settle or sue for any claim in respect of any Insurances and to give any discharge for insurance monies; and
  - (ii) all claims and monies received or receivable under any Insurances shall (subject to the rights or claims of any lessor or landlord or tenant of any part of the Security Assets) be applied in accordance with the Facilities Agreement,

or, in each case after the occurrence of an Event of Default which is continuing or has not been remedied or waived to the satisfaction of the Lender within 3 Business Days of the relevant Event of Default, in permanent reduction of the Secured Obligations in accordance with the Facilities Agreement.

## 11.8 Dealings with and realisation of Receivables

- (a) Each Chargor shall:
  - (i) without prejudice to clause 11.1 (*Negative pledge and Disposals*) (but in addition to the restrictions in that clause), not, without the prior written consent of the Lender, sell, assign, charge, factor or discount or in any other manner deal with any Receivable save to the extent permitted by the Facilities Agreement;
  - (ii) following the occurrence of an Event of Default which has not been remedied or waived to the satisfaction of the Lender within 3 Business Days of the relevant Event of Default collect all Receivables promptly in the ordinary course of trading as agent for the Lender; and
  - (iii) promptly upon receipt pay all monies which it receives in respect of the Receivables into:
    - (A) the account specified against its name in part 3 of schedule 2 (*Details of Security Assets*) or, if applicable, in the schedule to any Accession Deed as a Collection Account;
    - (B) any other account held with an Account Bank over which the Chargors have granted Security to the Lender pursuant to the terms of this Deed; or
    - (C) following the occurrence of an Event of Default which has not been remedied or waived to the satisfaction of the Lender within 3 Business Days of the relevant Event of Default such specially designated account(s) with the Lender or another Account Bank as the Lender may from time to time direct,(each such account(s) together with all additions to or renewals or replacements thereof (in whatever currency) being a "**Collection Account**"; and
  - (iv) following the occurrence of an Event of Default which has not been remedied or waived to the satisfaction of the Lender within 3 Business Days of the relevant Event of Default pending such payment, hold all monies so received upon trust for the Lender.
- (b) Following the occurrence of an Event of Default which has not been remedied or waived to the satisfaction of the Lender within 3 Business Days of the relevant Event of Default each Chargor shall deal with the Receivables (both collected and uncollected) and the Collection Accounts in accordance with any directions given in writing from time to time by the Lender and, in default of and subject to such directions, in accordance with this Deed.

## **11.9 Operation of Accounts**

- (a) After the occurrence of an Event of Default which has not been remedied or waived to the satisfaction of the Lender within 3 Business Days of the relevant Event of Default, no Chargor shall withdraw, attempt or be entitled to withdraw (or direct any transfer of) all or any part of the monies in any Charged Account without the prior written consent of the Lender and the Lender shall be entitled (in its absolute discretion) to refuse to permit any such withdrawal or transfer.
- (b) If the right of a Chargor to withdraw the proceeds of any Receivables standing to the credit of a Charged Account results in the charge over that Charged Account being characterised as a floating charge, that will not affect the nature of any other fixed security created by any Chargor under this Deed on any of its outstanding Receivables.

## **11.10 Charged Investments - protection of security**

- (a) Each Chargor shall, promptly upon execution of this Deed or an Accession Deed (as applicable) or (if later) as soon as is practicable after its acquisition of any Charged Securities by way of security for the Secured Obligations:
  - (i) deposit with the Lender (or as the Lender may direct) all certificates and other documents of title or evidence of ownership to the Charged Securities and their Related Rights; and
  - (ii) execute and deliver to the Lender:
    - (A) instruments of transfer in respect of the Charged Securities (executed in blank and left undated); and/or
    - (B) such other documents as the Lender shall require to enable it following the occurrence of an Event of Default which has not been remedied or waived to the satisfaction of the Lender within 3 Business Days of the relevant Event of Default, (or its nominees) to be registered as the owner of or otherwise to acquire a legal title to the Charged Securities and their Related Rights (or to pass legal title to any purchaser).
- (b) In respect of any Charged Investment held by or on behalf of any nominee of any clearance or settlement system, each Chargor shall immediately upon execution of this Deed or an Accession Deed or (if later) immediately upon acquisition of an interest in such Charged Investment deliver to the Lender duly executed stock notes or other document in the name of the Lender (or as it may direct) issued by such nominee and representing or evidencing any benefit or entitlement to such Charged Investment.
- (c) Each Chargor shall following the occurrence of an Event of Default which has not been remedied or waived to the satisfaction of the Lender within 3 Business Days of the relevant Event of Default:
  - (i) promptly give notice to any custodian of any agreement with such Chargor in respect of any Charged Investment in the form required by the Lender; and
  - (ii) use its reasonable endeavours to ensure that the custodian acknowledges that notice in the form required by the Lender.

- (d) Each Chargor shall promptly following the occurrence of an Event of Default which has not been remedied or waived to the satisfaction of the Lender within 3 Business Days of the relevant Event of Default:

- (i) instruct any clearance system to transfer any Charged Investment held by it for such Chargor or its nominee to an account of the Lender or its nominee with such clearance system; and
- (ii) take whatever action the Lender may request for the dematerialisation or rematerialisation of any Charged Investment held in a clearance system.

Without prejudice to the rest of this clause 11.10, the Lender may following the occurrence of an Event of Default which has not been remedied or waived to the satisfaction of the Lender within 3 Business Days of the relevant Event of Default, at the expense of the relevant Chargor, take whatever action is required for the dematerialisation or rematerialisation of the Charged Investments.

- (e) Each Chargor shall promptly pay all calls or other payments which may become due in respect of its Charged Investments.
- (f) No Chargor shall nominate another person to enjoy or exercise all or any specified rights of the Chargor in relation to its Charged Investments, as contemplated by section 145 of the Companies Act 2006 or otherwise.
- (g) Without limiting its obligations under clause 11.10(c), each Chargor shall comply with all requests for information within its knowledge relating to the Charged Investments are made under section 793 of the Companies Act 2006 or which could be made under section 793 if the relevant company were a public limited company or under any similar provision contained in the articles of association or other constitutional documents of the relevant company or otherwise relating to the Charged Investments and, if it fails to do so, the Lender may provide such information as it may have on behalf of such Chargor.

#### **11.11 Rights of the Parties in respect of Charged Investments**

- (a) Unless an Event of Default has occurred and is continuing or has not been remedied or waived to the satisfaction of the Lender within 3 Business Days of the relevant Event of Default, each Chargor shall be entitled to:
  - (i) receive and retain all dividends, distributions and other monies paid on or derived from its Charged Securities; and
  - (ii) exercise all voting and other rights and powers attaching to its Charged Securities, provided that it must not do so in a manner which:
    - (A) has the effect of changing the terms of such Charged Securities (or any class of them) or of any Related Rights unless permitted by the Facilities Agreement; or
    - (B) is prejudicial to the interests of the Lender.
- (b) At any time following the occurrence of an Event of Default which is continuing, or has not been remedied or waived to the satisfaction of the Lender within 3 Business Days of the relevant Event of Default, the Lender may complete the instrument(s) of

transfer for all or any Charged Securities on behalf of any Chargor in favour of itself or such other person as it may select.

- (c) At any time when any Charged Securities are registered in the name of the Lender or its nominee, the Lender shall be under no duty to:
  - (i) ensure that any dividends, distributions or other monies payable in respect of such Charged Securities are duly and promptly paid or received by it or its nominee;
  - (ii) verify that the correct amounts are paid or received; or
  - (iii) take any action in connection with the taking up of any (or any offer of any) Related Rights in respect of or in substitution for, any such Charged Securities.

## **12. POWER TO REMEDY**

### **12.1 Power to remedy**

If at any time a Chargor does not comply with any of its obligations under this Deed, the Lender (without prejudice to any other rights arising as a consequence of such non-compliance) shall be entitled (but not bound) to rectify that default. The relevant Chargor irrevocably authorises the Lender and its employees and agents by way of security to do all such things (including entering the property of such Chargor) which are necessary or desirable to rectify that default.

### **12.2 Mortgagee in possession**

The exercise of the powers of the Lender under this clause 12 shall not render it liable as a mortgagee in possession.

### **12.3 Monies expended**

The relevant Chargor shall pay to the Lender on demand any monies which are expended by the Lender in exercising its powers under this clause 12, together with interest at the Default Rate from the date on which those monies were expended by the Lender (both before and after judgment) and otherwise in accordance with clause 2.2 (*Default interest*).

## **13. WHEN SECURITY BECOMES ENFORCEABLE**

### **13.1 When enforceable**

- (a) This Debenture Security shall become immediately upon an Event of Default which has not been remedied or waived to the satisfaction of the Lender within 3 Business Days of the relevant Event of Default.
- (b) Each Chargor waives any right it may have of requiring the Lender to:
  - (i) enforce any security or other right; or
  - (ii) claim any payment from or otherwise proceed against any other person,before enforcing this charge against any Chargor

### **13.2 Statutory powers**

The power of sale and other powers conferred by section 101 of the Act (as amended or extended by this Deed) shall be immediately exercisable upon and at any time after the occurrence of any Event of Default which has not been remedied or waived to the satisfaction of the Lender within 3 Business Days of the relevant Event of Default.

### **13.3 Enforcement**

After this Debenture Security has become enforceable, the Lender may in its absolute discretion enforce all or any part of the Debenture Security in such manner as it sees fit.

## **14. ENFORCEMENT OF SECURITY**

### **14.1 General**

For the purposes of all rights and powers implied by statute, the Secured Obligations are deemed to have become due and payable on the date of this Deed. Sections 93 and 103 of the Act shall not apply to the Debenture Security.

### **14.2 Powers of leasing**

The statutory powers of leasing conferred on the Lender are extended so as to authorise the Lender to lease, make agreements for leases, accept surrenders of leases and grant options as the Lender may think fit and without the need to comply with section 99 or 100 of the Act.

### **14.3 Powers of Lender**

- (a) At any time after the Debenture Security becomes enforceable (or if so requested by any Chargor by written notice at any time), the Lender may without further notice (unless required by law):
  - (i) appoint any person (or persons) to be a receiver, receiver and manager or administrative receiver of all or any part of the Security Assets and/or of the income of the Security Assets; and/or
  - (ii) appoint or apply for the appointment of any person who is appropriately qualified as administrator of a Chargor; and/or
  - (iii) exercise all or any of the powers conferred on mortgagees by the Act (as amended or extended by this Deed) and/or all or any of the powers which are conferred by this Deed on a Receiver, in each case without first appointing a Receiver or notwithstanding the appointment of any Receiver; and/or
  - (iv) exercise (in the name of any Chargor and without any further consent or authority of such Chargor) any voting rights and any powers or rights which may be exercised by any person(s) in whose name any Charged Investment is registered or who is the holder of any of them
- (b) The Lender shall not be entitled to exercise any voting rights or any other powers or rights under clause 14.3(a)(iv) above if and to the extent that:
  - (i) a notifiable acquisition would, as a consequence, take place under section 6 of the National Security and Investment Act 2021 (the **NSI Act**) and any regulations made under the NSI Act; and



- (ii) either:
  - (A) the Secretary of State has not approved that notifiable acquisition in accordance with the NSI Act; or
  - (B) the Secretary of State has approved that notifiable acquisition in accordance with the NSI Act but there would, as a consequence, be a breach of the provisions of a final order made in relation to that notifiable acquisition under the NSI Act.
- (c) The Lender is not entitled to appoint a Receiver in respect of any Security Assets of any Chargor which are subject to a charge which (as created) was a floating charge solely by reason of a moratorium being obtained under the Part A1 of the Insolvency Act 1986 (or anything done with a view to obtaining such a moratorium, including any preliminary decision or investigation) in respect of such Chargor, unless the floating charge falls within any of the categories described in section A52(4) of the Insolvency Act 1986.

#### **14.4 Redemption of prior mortgages**

At any time after the Debenture Security has become enforceable, the Lender may:

- (a) redeem any prior Security against any Security Asset; and/or
- (b) procure the transfer of that Security to itself; and/or
- (c) settle and pass the accounts of the holder of any prior Security and any accounts so settled and passed shall be conclusive and binding on each Chargor.

All principal, interest, costs, charges and expenses of and incidental to any such redemption and/or transfer shall be paid by the relevant Chargor to the Lender on demand.

#### **14.5 Privileges**

- (a) Each Receiver and the Lender is entitled to all the rights, powers, privileges and immunities conferred by the Act on mortgagees and receivers when such receivers have been duly appointed under the Act, except that section 103 of the Act does not apply.
- (b) To the extent that the Security Assets constitute "*financial collateral*" and this Deed and the obligations of the Chargors under this Deed constitute a "*security financial collateral arrangement*" (in each case for the purpose of and as defined in the Financial Collateral Arrangements (No. 2) Regulations 2003 (SI 2003 No. 3226)) each Receiver and the Lender shall have the right after the Debenture Security has become enforceable to appropriate all or any part of that financial collateral in or towards the satisfaction of the Secured Obligations.
- (c) For the purpose of clause 14.5(b), the value of the financial collateral appropriated shall be such amount as the Receiver or Lender reasonably determines having taken into account advice obtained by it from an independent investment or accountancy firm of national standing selected by it.

#### **14.6 No liability**

- (a) Neither the Lender nor any Receiver or Delegate shall be liable

(A) in respect of all or any part of the Security Assets; or

(B) for any loss or damage which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise any of, its or his respective powers (unless such loss or damage is caused by its or his gross negligence or wilful misconduct).

- (b) Without prejudice to the generality of clause 14.6(a), neither the Lender nor any Receiver or Delegate shall be liable, by reason of entering into possession of a Security Asset, to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable.

#### **14.7 Protection of third parties**

No person (including a purchaser) dealing with the Lender or any Receiver or Delegate will be concerned to enquire:

- (a) whether the Secured Obligations have become payable;
- (b) whether any power which the Lender or the Receiver is purporting to exercise has become exercisable;
- (c) whether any money remains due under the Facilities Agreement; or
- (d) how any money paid to the Lender or to the Receiver is to be applied.

### **15. RECEIVER**

#### **15.1 Removal and replacement**

The Lender may from time to time remove any Receiver appointed by it (subject, in the case of an administrative receivership, to section 45 of the Insolvency Act 1986) and, whenever it may deem appropriate, may appoint a new Receiver in the place of any Receiver whose appointment has terminated.

#### **15.2 Multiple Receivers**

If at any time there is more than one Receiver of all or any part of the Security Assets and/or the income of the Security Assets, each Receiver shall have power to act individually (unless otherwise stated in the appointment document).

#### **15.3 Remuneration**

Any Receiver shall be entitled to remuneration for his services at a rate to be fixed by agreement between him and the Lender (or, failing such agreement, to be fixed by the Lender).

#### **15.4 Payment by Receiver**

Only monies actually paid by a Receiver to the Lender in relation to the Secured Obligations shall be capable of being applied by the Lender in discharge of the Secured Obligations.

#### **15.5 Agent of Chargors**

Any Receiver shall be the agent of the Chargor in respect of which it is appointed. Such Chargor shall (subject to the Companies Act 2006 and the Insolvency Act 1986) be solely responsible for his acts and defaults and for the payment of his remuneration. The Lender shall

not incur any liability (either to such Chargor or to any other person) by reason of the appointment of a Receiver or for any other reason.

## **16. POWERS OF RECEIVER**

### **16.1 General powers**

Any Receiver shall have:

- (a) all the powers which are conferred on the Lender by clause 14.3 (*Powers of Lender*);
- (b) all the powers which are conferred by the Act on mortgagees in possession and receivers appointed under the Act;
- (c) (whether or not he is an administrative receiver) all the powers which are listed in schedule 1 of the Insolvency Act 1986; and
- (d) all powers which are conferred by any other law conferring power on receivers.

### **16.2 Additional powers**

In addition to the powers referred to in clause 16.1 (*General powers*), a Receiver shall have the following powers:

- (a) to take possession of, collect and get in all or any part of the Security Assets and/or income in respect of which he was appointed;
- (b) to manage the Security Assets and the business of any Chargor as he thinks fit;
- (c) to redeem any Security and to borrow or raise any money and secure the payment of any money in priority to the Secured Obligations for the purpose of the exercise of his powers and/or defraying any costs or liabilities incurred by him in such exercise;
- (d) to sell or concur in selling, leasing or otherwise disposing of all or any part of the Security Assets in respect of which he was appointed without the need to observe the restrictions imposed by section 103 of the Act, and, without limitation;
  - (i) fixtures may be severed and sold separately from the Real Property containing them, without the consent of any Chargor;
  - (ii) the consideration for any such transaction may consist of cash, debentures or other obligations, shares, stock or other valuable consideration (and the amount of such consideration may be dependent upon profit or turnover or be determined by a third party); and
  - (iii) any such consideration may be payable in a lump sum or by instalments spread over such period as he thinks fit;
- (e) to alter, improve, develop, complete, construct, modify, refurbish or repair any building or land and to complete or undertake or concur in the completion or undertaking (with or without modification) of any project in which any Chargor was concerned or interested before his appointment (being a project for the alteration, improvement, development, completion, construction, modification, refurbishment or repair of any building or land);

- (f) to carry out any sale, lease or other disposal of all or any part of the Security Assets by conveying, transferring, assigning or leasing the same in the name of the relevant Chargor and, for that purpose, to enter into covenants and other contractual obligations in the name of, and so as to bind, such Chargor;
- (g) to take any such proceedings (in the name of any of the relevant Chargors or otherwise) as he shall think fit in respect of the Security Assets and/or income in respect of which he was appointed (including proceedings for recovery of rent or other monies in arrears at the date of his appointment);
- (h) to enter into or make any such agreement, arrangement or compromise as he shall think fit;
- (i) to insure, and to renew any insurances in respect of, the Security Assets as he shall think fit (or as the Lender shall direct);
- (j) to appoint and employ such managers, officers and workmen and engage such professional advisers as he shall think fit (including, without prejudice to the generality of the foregoing power, to employ his partners and firm);
- (k) to form one or more Subsidiaries of any Chargor and to transfer to any such Subsidiary all or any part of the Security Assets;
- (l) to operate any rent review clause in respect of any Real Property in respect of which he was appointed (or any part thereof) and to apply for any new or extended lease;
- (m) to:
  - (i) give valid receipts for all monies and to do all such other things as may seem to him to be incidental or conducive to any other power vested in him or necessary or desirable for the realisation of any Security Asset;
  - (ii) exercise in relation to each Security Asset all such powers and rights as he would be capable of exercising if he were the absolute beneficial owner of the Security Assets; and
  - (iii) use the name of any Chargor for any of the above purposes; and
- (n) to do all such other acts and things as he may in his discretion consider to be incidental or conducive to any of the matters or powers set out in this Deed or otherwise incidental or conducive to the preservation, improvement or realisation of the Security Assets.

## **17. APPLICATION OF PROCEEDS**

### **17.1 Application**

- (a) All monies received by the Lender or any Receiver appointed by it pursuant to this Deed shall after the security constituted by this Deed shall have become enforceable subject to the repayment of any claims having priority to the security complied in this Deed and save insofar as otherwise directed by the Lender be applied in the following order (but without prejudice to the right of the Lender to recover any shortfall from any Chargor):
  - (i) in payment of all proper costs, charges and expenses of and incidental to the appointment of the Receiver the exercise of all or any of his powers including

his remuneration and all outgoings properly paid by the Receiver and liabilities incurred by him as a result of such exercise;

- (ii) in or towards payment or discharge to the Lender of the Secured Obligations in such order and in such proportions as the Lender may from time to time require including to any suspense or impersonal account to be so held for so long as the Lender shall think fit pending application in or towards the discharge of the Secured Obligations; and
- (iii) the surplus (if any) shall be paid to the relevant Chargor or such other person or entity as may be entitled thereto.

## **17.2 Contingencies**

If the Debenture Security is enforced at a time when no amounts are due under the Facilities Agreement (but at a time when amounts may become so due), the Lender or a Receiver may pay the proceeds of any recoveries effected by it into a blocked suspense account (bearing interest at such rate (if any) as the Lender may determine).

## **17.3 Appropriation and suspense account**

- (a) Subject to clause 17.1 (*Application*), the Lender shall apply all payments received in respect of the Secured Obligations in reduction of any part of the Secured Obligations in any order or manner which it may determine.
- (b) Any such appropriation shall override any appropriation by any Chargor.
- (c) All monies received, recovered or realised by the Lender under or in connection with this Deed may at the discretion of the Lender be credited to a separate interest-bearing suspense account for so long as the Lender determines (with interest accruing thereon at such rate (if any) as the Lender may determine) without the Lender having any obligation to apply such monies and interest or any part of it in or towards the discharge of any of the Secured Obligations (unless such monies would be sufficient to discharge the Secured Obligations in full, in which case the Lender shall apply such monies in discharge of the Secured Obligations).

## **18. SET-OFF**

### **18.1 Set-off rights**

- (a) The Lender may (but shall not be obliged to) set off any obligation which is due and payable by any Chargor and unpaid (whether under the Facilities Agreement or which has been assigned to the Lender by any other Chargor) against any obligation (whether or not matures) owed by the Lender to such Chargor, regardless of the place of payment, booking branch or currency of either obligation.
- (b) At any time after the Debenture Security has become enforceable (and in addition to its rights under clause 18.1(a)), the Lender may (but shall not be obliged to) set-off any contingent liability owed by a Chargor under the Facilities Agreement against any obligation (whether or not matured) owed by the Lender to such Chargor, regardless of the place of payment, booking branch or currency of either obligation.
- (c) If the obligations are in different currencies, the Lender may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

- (d) If either obligation is unliquidated or unascertained, the Lender may set off in an amount estimated by it in good faith to be the amount of that obligation.

## **18.2 Time deposits**

Without prejudice to clause 18.1 (*Set-off*), if any time deposit matures on any account which any Chargor has with the Lender at a time within the Security Period when:

- (a) this Debenture Security has become enforceable; and
- (b) no Secured Obligation is due and payable,

such time deposit shall automatically be renewed for such further maturity as the Lender in its absolute discretion considers appropriate unless the Lender otherwise agrees in writing.

## **19. DELEGATION**

The Lender and any Receiver may delegate, by power of attorney (or in any other manner) to any person, any right, power or discretion exercisable by them under this Deed upon any terms (including power to sub-delegate) which it may think fit. Neither the Lender nor any Receiver shall be in any way liable or responsible to any Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any Delegate.

## **20. FURTHER ASSURANCES**

- (a) Subject to the Agreed Security Principles each Chargor shall (and the Company shall procure that each Chargor shall) at its own expense, promptly do all such acts and execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Lender or a Receiver may reasonably specify (and in such form as the Lender or a Receiver may reasonably require) in favour of the Lender, a Receiver or its nominees in order to:
  - (i) perfect the Security created or intended to be created under or evidenced by this Deed or for the exercise of any rights, powers and remedies exercisable by the Lender, or any Receiver or any Delegate in respect of any Security Asset or provided by or pursuant to this Deed or by law; and/or
  - (ii) confer on the Lender or any Receiver, 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 Deed; and/or
  - (iii) facilitate the realisation of the assets which are, or are intended to be, the subject of the Debenture Security.
- (b) Each Chargor shall (and the Company shall procure that each member of the Group 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 Lender by or pursuant to this Deed.
- (c) Without prejudice to the generality of clause 20(a), each Chargor will immediately upon request by the Lender execute any document contemplated by that clause over any Security Asset which is subject to or intended to be subject to any fixed security under this Deed (including any fixed security arising or intended to arise pursuant to clause 6 (*Conversion of floating charge*)).

## **21. POWER OF ATTORNEY**

- (a) Subject to clause 21(b), each Chargor, by way of security, irrevocably and severally appoints the Lender, each Receiver and any Delegate to be its attorney to take any action which such Chargor is obliged to take under this Deed, including under clause 20 (*Further assurances*). Each Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this clause.
- (b) The powers of attorney in clause 21(a) shall take effect immediately, but the powers shall only be exercisable by the Lender:
  - (i) following the occurrence of an Event of Default which is continuing or has not been remedied or waived to the satisfaction of the Lender within 3 Business Days of the relevant Event of Default; and
  - (ii) to the extent the action contemplated by the Lender is an action the Chargor is itself capable of taking, where the relevant Chargor has failed to take such action within 5 days of the Lender requesting the Chargor to do so in writing.

## **22. CURRENCY CONVERSION**

All monies received or held by the Lender or any Receiver under this Deed may be converted from their existing currency into such other currency as the Lender or the Receiver considers necessary or desirable to cover the obligations and liabilities comprised in the Secured Obligations in that other currency at the Lender's Spot Rate of Exchange. Each Chargor shall indemnify the Lender against all costs, charges and expenses incurred in relation to such conversion. Neither the Lender nor any Receiver shall have any liability to any Chargor in respect of any loss resulting from any fluctuation in exchange rates after any such conversion.

## **23. CHANGES TO THE PARTIES**

### **23.1 Chargors**

No Chargor may assign any of its rights or obligations under this Deed.

### **23.2 Lender**

The Lender may assign or transfer all or any part of its rights under this Deed. Each Chargor shall, immediately upon being requested to do so by the Lender, enter into such documents as may be necessary or desirable to effect such assignment or transfer.

### **23.3 Accession Deed**

Each Chargor:

- (a) consents to new Subsidiaries of the Company becoming Chargors as contemplated by the Facilities Agreement; and
- (b) irrevocably authorises the Company to agree to and sign any duly completed Accession Deed as agent and attorney for and on behalf of such Chargor.

## **24. MISCELLANEOUS**

### **24.1 Waiver of defences**

The obligations of each Chargor 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 Deed (without limitation and whether or not known to it or the Lender) including:-

- (a) any time, waiver or consent granted to, or composition with, any Chargor or other person;
- (b) the release of any other Chargor or any other person under the terms of any composition or arrangement with any creditor of 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, any Chargor 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 an Chargor or any other person;
- (e) any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of the Facilities Agreement or any other document or security including without limitation any change in the purpose of, any extension of or increase in any facility or the addition of any new facility under the Facilities Agreement or other document or security;
- (f) any unenforceability, illegality or invalidity of any obligation of any person under the Facilities Agreement or any other document or security; or
- (g) any insolvency or similar proceedings.

### **24.2 Chargor Intent**

Without prejudice to the generality of Clause 24.1(Waiver of defences), each Chargor expressly confirms that it intends that this guarantee shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Facilities Agreement and/or any facility or amount made available under the Facilities Agreement for the purposes of or in connection with any of the following: business acquisitions of any nature; increasing working capital; enabling investor distributions to be made; carrying out restructurings; refinancing existing facilities; refinancing any other indebtedness; making facilities available to new borrowers; any other variation or extension of the purposes for which any such facility or amount might be made available from time to time; and any fees, costs and/or expenses associated with any of the foregoing.

### **24.3 Immediate recourse**

Each Chargor waives any right it may have of first requiring the Lender (or any trustee or agent on its behalf) to proceed against or enforce any other rights or security or claim payment from



any person before claiming from that Chargor under this Deed. This waiver applies irrespective of any law or any provision of the Facilities Agreement to the contrary.

#### **24.4 Appropriations**

Until all amounts which may be or become payable by the Group under or in connection with the Facilities Agreement have been irrevocably paid in full, the Lender (or any trustee or agent on its behalf) may:-

- (a) refrain from applying or enforcing any other moneys, security or rights held or received by the Lender (or any trustee or agent on its behalf) in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and no Chargor shall be entitled to the benefit of the same; and
- (b) hold in an interest bearing suspense account any moneys received from any Chargor or on account of any Chargor's liability under this Deed.

#### **24.5 Deferral of Chargors' rights**

- (a) Until all amounts which may be or become payable by the Group under or in connection with the Facilities Agreement have been irrevocably paid in full and unless the Lender otherwise directs, no Chargor will exercise any rights which it may have by reason of performance by it of its obligations under the Facilities Agreement or by reason of any amount being payable, or liability arising, under this Deed:-
  - (i) to be indemnified by a Chargor;
  - (ii) to claim any contribution from any other guarantor of any Chargor's obligations under the Facilities Agreement;
  - (iii) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Lender under the Facilities Agreement or of any other guarantee or security taken pursuant to, or in connection with, the Facilities Agreement by the Lender;
  - (iv) to bring legal or other proceedings for an order requiring any Chargor to make any payment, or perform any obligation, in respect of which any Chargor has given a guarantee, undertaking or indemnity under this Deed;
  - (v) to exercise any right of set off against any Chargor; and/or
  - (vi) to claim or prove as a creditor of any Chargor in competition with the Lender.
- (b) If a Chargor receives any benefit, payment or distribution in relation to such rights it shall hold that benefit, payment or distribution to the extent necessary to enable all amounts which may be or become payable to the Lender by the Chargors under or in connection with the Facilities Agreement to be repaid in full on trust for the Lender and shall promptly pay or transfer the same to the Lender.

#### **24.6 New accounts**

- (a) If the Lender receives, or is deemed to be affected by, notice, whether actual or constructive, of any subsequent Security (other than a Permitted Security) affecting any Security Asset and/or the proceeds of sale of any Security Asset or any guarantee under

the Facilities Agreement ceases to continue in force, it may open a new account or accounts for any Chargor. If it does not open a new account, it shall nevertheless be treated as if it had done so at the time when it received or was deemed to have received such notice.

- (b) As from that time all payments made to the Lender will be credited or be treated as having been credited to the new account and will not operate to reduce any amount of the Secured Obligations.

#### **24.7 Tacking**

- (a) The Lender shall perform its obligations under the Facilities Agreement (including any obligation to make available further advances).
- (b) This Deed secures advances already made and further advances to be made.

#### **24.8 Land Registry**

- (a) Save in respect of any Short Leasehold Property, each Chargor shall apply to the Chief Land Registrar (and consents to such an application being made by or on behalf of the Lender) for a restriction in the following terms to be entered on the Register of Title relating to any Real Property registered at the Land Registry (or any unregistered land subject to first registration) and against which this Deed may be noted:

*"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [ ♦ ] 2022 in favour of Belfius Bank NV referred to in the charges register or their conveyancer."*

- (b) Each Chargor:
  - (i) authorises the Lender to make any application which the Lender deems appropriate for the designation of this Deed, the Facilities Agreement as an exempt information document under rule 136 of the Land Registration Rules 2003;
  - (ii) shall use its reasonable endeavours to assist with any such application made by or on behalf of the Lender; and
  - (iii) shall notify the Lender in writing as soon as it receives notice of any person's application under rule 137 of the Land Registration Rules 2003 for the disclosure of this Deed, the Facilities Agreement following its designation as an exempt information document.
- (c) No Chargor shall make any application under rule 138 of the Land Registration Rules 2003 for the removal of the designation of any such document as an exempt information document.
- (d) Each Chargor shall promptly make all applications to and filings with the Land Registry which are necessary or desirable under the Land Registration Rules 2003 to protect the Debenture Security.

## **24.9 Protective clauses**

Each Chargor is deemed to be a principal debtor in relation to this Deed. The obligations of each Chargor under, and the security intended to be created by, this Deed shall not be impaired by any forbearance, neglect, indulgence, extension or time, release, surrender or loss of securities, dealing, amendment or the Lender which would otherwise have reduced, released or prejudiced this Debenture Security or any surety liability of a Chargor (whether or not known to it or to the Lender).

## **25. NOTICES**

25.1 Each party may give any notice, demand or other communication under or in connection with this Deed by letter, for comparable means of communication addressed to the Chargor at its registered office and to the Lender at its registered office. Any such communication will be deemed to be given as follows:

- (a) if personally delivered, at the time of delivery;
- (b) if by letter, two clear business days following the day of posting (or in the case of airmail, seven clear days after the day of posting); and
- (c) if by email during the business hours of the Lender then on the day of transmission, otherwise on the next following Business Day.

25.2 In proving such service it shall be sufficient to prove that personal delivery was made or that such letter was properly stamped first class, addressed and delivered to the postal authorities or

in the case of facsimile transmission or other comparable means of communication, that a confirming hard copy was provided promptly after transmission.

- 25.3 The address and email address (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with the Facilities Agreement is:

For the Lender: address: Karel Rogierplein 11, 1210 Brussels, Belgium

email: Sebastien.Kestelyn@belfius.be / annelies.devleminck@belfius.be

for the attention of: Mrs. Annelies De Vleminck and Mr. Sebastien Kestelyn

For the Company:

address: Grote Markt 41, 8500 Kortrijk, Belgium

email: jeanyves.devel@damiergroup.be / henri.vindevogel@damiergroup.be

for the attention of: Jean-Yves De Vel / Henri Vindevogel

- 25.4 All communications and documents from the Chargors shall be sent through the Company and all communications and documents to the Chargors may be sent through the Company
- 25.5 Any communication or document made or delivered to the Company in accordance with this clause 25 will be deemed to have been made or delivered to each of the Chargors.

## **26. CALCULATIONS AND CERTIFICATES**

Any certificate of or determination by the Lender specifying the amount of any Secured Obligation due from the Chargors (including details of any relevant calculation thereof) is, in the absence of manifest error, conclusive evidence against the Chargors of the matters to which it relates.

## **27. PARTIAL INVALIDITY**

All the provisions of this Deed are severable and distinct from one another and if at any time any provision is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of any of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

## **28. REMEDIES AND WAIVERS**

No failure to exercise, nor any delay in exercising, on the part of the Lender, any right or remedy under this Deed shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise, or the exercise of any other right or remedy. The rights and remedies provided are cumulative and not exclusive of any rights or remedies provided by law.

## **29. AMENDMENTS AND WAIVERS**

Any provision of this Deed may be amended in writing by the Lender and the Chargors or the Company acting on their behalf and each Chargor irrevocably appoints the Company as its agent for the purpose of agreeing and executing any amendment on its behalf. Any breach of this Deed may be waived before or after it occurs only if the Lender so agrees in writing.

A waiver given or consent granted by the Lender under this Deed will be effective only if given in writing and then only in the instance and for the purpose for which it is given.

### **30. COUNTERPARTS**

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

### **31. RELEASE**

#### **31.1 Release**

Upon the expiry of the Security Period (but not otherwise) the Lender shall, at the request and cost of the Chargors, take whatever action is necessary to release or re-assign (without recourse or warranty) the Security Assets from the Debenture Security.

#### **31.2 Reinstatement**

Where any discharge (whether in respect of the obligations of any Chargor or any security for those obligations or otherwise) is made in whole or in part or any arrangement is made on the faith of any payment, security or other disposition which is avoided or must be restored on insolvency, liquidation or otherwise (without limitation), the liability of the Chargors under this Deed shall continue as if the discharge or arrangement had not occurred. The Lender may concede or compromise any claim that any payment, security or other disposition is liable to avoidance or restoration.

### **32. GOVERNING LAW**

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

### **33. ENFORCEMENT AND JURISDICTION**

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a "**Dispute**").
- (b) 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) This clause 33 is for the benefit of the Lender. As a result the Lender shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Lender may take concurrent proceedings in any number of jurisdictions.

**IN WITNESS WHEREOF** this Deed has been executed and delivered as a deed on the date written at the beginning of this Deed and the parties to this Deed intend that it takes effect as a deed notwithstanding the fact that Lender may only execute this Deed under hand, or not at all.

### SCHEDULE 1: THE ORIGINAL CHARGORS

Company name	Registered number	Registered office
NBTY (2015) Limited	09711182	Dr Organic Limited, Valley Way, Swansea Enterprise Park, Swansea, United Kingdom, SA6 8QP
Dr. Organic Limited	06295606	Dr Organic Limited, Valley Way, Swansea Enterprise Park, Swansea, United Kingdom, SA6 8QP
Dr. Organic Group Ltd	07887915	Dr Organic Limited, Valley Way, Swansea Enterprise Park, Swansea, United Kingdom, SA6 8QP
Optima Consumer Health Limited	07503800	Dr Organic Limited, Valley Way, Swansea Enterprise Park, Swansea, United Kingdom, SA6 8QP
Zelandia Honey Farms Limited	09904082	Dr Organic Limited, Valley Way, Swansea Enterprise Park, Swansea, United Kingdom, SA6 8QP
TOCG UK Limited	13787767	Dr Organic Limited, Valley Way, Swansea Enterprise Park, Swansea, United Kingdom, SA6 8QP

## SCHEDULE 2: DETAILS OF SECURITY ASSETS

### Part 1: Real Property

Chargor	Tenure	Property Description	Title number
Dr Organic Limited	Freehold	Site 21, Alberto Way, Horizon Park, Swansea Enterprise Park, Swansea, SA6 8RG	CYM671481
Dr Organic Limited	Freehold	Land at Alberto Culver Works, Swansea Enterprise Park	CYM226241
Dr Organic Limited	Freehold	Land on the North side of Nant-y -Fendrod, Swansea Enterprise Park	CYM241784

### Part 2: Charged Securities

Chargor	Name of company in which shares are held	Class of shares held	Number of shares held	Issued share capital
TOCG UK Limited	NBTY (2015) Limited	A ordinary shares of £0.01 each	100	1
NBTY (2015) Limited	Dr. Organic Limited	A ordinary shares of £1.00 each B ordinary shares of £1.00 each C ordinary shares of £1.00 each	164,200 10,000 4,000	178,200
NBTY (2015) Limited	Zelandia Honey Farms Limited	ordinary shares of £1.00 each	100	100
Dr Organic Limited	Dr. Organic Group Ltd	ordinary shares of £1.00 each	2	2
Dr. Organic Group Ltd	Optima Consumer Health Limited	ordinary shares of £1.00 each	867,001	867,001

### Part 3: Charged Accounts

None as at the date of this Deed

**Part 4: Intellectual Property**

None as at the date of this Deed

**Part 5: Other Relevant Contracts**

None as at the date of this Deed

**Part 6: Insurances**

None as at the date of this Deed



### SCHEDULE 3: FORM OF NOTICE TO AND ACKNOWLEDGEMENT FROM ACCOUNT BANK

#### Part 1: Form of notice of charge to Account Bank

To: *[insert name and address of Account Bank]*

Dated: [◆] ] 20[◆]

Dear Sirs

We hereby give notice that, by a debenture dated [◆] ] 20[◆] (the "**Debenture**") we have charged to [◆] (the "**Lender**") as Lender for certain financial institutions and others (as referred to in the Debenture) all our present and future right, title and interest in and to the following accounts in our name with you, all monies from time to time standing to the credit of those accounts and all interest from time to time accrued or accruing on those accounts, any investment made out of any such monies or account and all rights to repayment of any of the foregoing by you:

*[Insert details of accounts]* (together the "**Accounts**").

For the purposes of this notice and the attached acknowledgement, the term "**Event of Default**" has the meaning given to that term in the Debenture.

We hereby irrevocably instruct and authorise you:

1. to credit to each Account all interest from time to time earned on the sums of money held in that Account;
2. to disclose to the Lender, without any reference to or further authority from us and without any liability or inquiry by you as to the justification for such disclosure, such information relating to the Accounts and the sums in each Account as the Lender may, at any time and from time to time, request you to disclose to it;
3. to hold all sums from time to time standing to the credit of each Account in our name with you to the order of the Lender;
4. to pay or release all or any part of the sums from time to time standing to the credit of each Account in our name with you in accordance with the written instructions of the Lender at any time and from time to time; and
5. to comply with the terms of any written notice or instructions in any way relating to the Accounts or the sums standing to the credit of any Account from time to time which you may receive at any time from the Lender without any reference to or further authority from us and without any liability or inquiry by you as to the justification for or validity of such notice or instructions.

For the avoidance of doubt, the Lender shall not be entitled to exercise any of its rights pursuant to or in connection with paragraphs 3 and 4 above and shall not be entitled to serve any notice or give any instruction pursuant to paragraph 5 above unless and until an Event of Default has occurred (as notified to you in writing by the Lender).

By countersigning this notice, the Lender confirms that we may make withdrawals from the Accounts until such time as the Lender shall notify you in writing that its rights have become enforceable in accordance with the terms of the Debenture and that its permission is withdrawn, whereupon we will not be permitted to withdraw any amounts from any Account without the prior written consent of the Lender.

These instructions cannot be revoked or varied without the prior written consent of the Lender.

This notice, any acknowledgement in connection with it, and any non-contractual obligations arising out of or in connection with any of them shall be governed by English law.

Please confirm your acceptance of the above instructions by returning the attached acknowledgement to the Lender with a copy to ourselves.

Yours faithfully

By \_\_\_\_\_  
for and on behalf of  
[*relevant Chargor*]

[By \_\_\_\_\_  
for and on behalf of the Lender]

## Part 2: Form of acknowledgement from Account Bank

To: [insert name and address of Lender]

Dated: [◆ ]

Dear Sirs

We confirm receipt of a notice dated [◆ ] 20[◆] (the "Notice") from [relevant Chargor] (the "Company") of a charge upon the terms of a Debenture dated [◆ ], over all the Company's present and future right, title and interest in and to the following accounts with us in the name of the Company together with all monies standing to the credit of those accounts and all interest from time to time accrued or accruing on those accounts, any investment made out of any such monies or account and all rights of repayment of any of the foregoing by us:

[◆ ] (together the "Accounts").

We confirm that:

1. we accept the instructions and authorisation contained in the Notice and undertake to comply with its terms;
2. we have not received notice of the interest of any third party in any Account or in the sums of money held in any Account or the debts represented by those sums and we will notify you promptly should we receive notice of any third party interest;
3. we have not claimed or exercised, nor will we claim or exercise, any Security or right of set-off or combination or counterclaim or other right in respect of any Account, the sums of money held in any Account or the debts represented by those sums;
4. until you notify us in writing that an Event of Default has occurred and withdrawals are prohibited, the Company may make withdrawals from the Accounts; upon receipt of such notice we will not permit any amount to be withdrawn from any Account except against the signature of one of your authorised signatories]; and
5. we will not seek to modify, vary or amend the terms upon which sums are deposited in the Accounts without your prior written consent.

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

Yours faithfully

By \_\_\_\_\_  
for and on behalf of  
[Account Bank]

**SCHEDULE 4: FORM OF NOTICE TO AND ACKNOWLEDGEMENT BY PARTY TO  
RELEVANT CONTRACT**

To: [Insert name and address of relevant party]

Dated: [◆] ] 20[◆]

Dear Sirs

**RE: [DESCRIBE RELEVANT CONTRACT] DATED [◆] ] 20[◆] BETWEEN (1) YOU  
AND (2) [◆] ] THE "CHARGOR")**

1. We give notice that, by a debenture dated [◆] ] 20[◆] (the "**Debenture**"), we have assigned to [◆] ] (the "**Lender**") as Lender for certain financial institutions and others (as referred to in the Debenture) all our present and future right, title and interest in and to [insert details of Relevant Contract] (together with any other agreement supplementing or amending the same, the "**Agreement**") including all rights and remedies in connection with the Agreement and all proceeds and claims arising from the Agreement.
2. For the purposes of this notice and the attached acknowledgement, the term "**Event of Default**" has the meaning given to that term in the Debenture.
3. We irrevocably authorise and instruct you from time to time:
  - (a) to disclose to the Lender at our expense (without any reference to or further authority from us and without any enquiry by you as to the justification for such disclosure), such information relating to the Agreement as the Lender may from time to time request;
  - (b) following written notice to you from the Lender confirming that an Event of Default has occurred, to hold all sums from time to time due and payable by you to us under the Agreement to the order of the Lender;
  - (c) following written notice to you from the Lender confirming that an Event of Default has occurred, to pay or release all or any part of the sums from time to time due and payable by you to us under the Agreement only in accordance with the written instructions given to you by the Lender from time to time;
  - (d) to comply with any written notice or instructions in any way relating to, or purporting to relate to, the Debenture or the Agreement or the debts represented thereby which you receive at any time from the Lender without any reference to or further authority from us and without any enquiry by you as to the justification for or validity of such notice or instruction; and
  - (e) to send copies of all notices and other information given or received under the Agreement to the Lender.
4. You may continue to deal with us in relation to the Agreement until you receive written notice from the Lender that an Event of Default has occurred. Thereafter we will cease to have any right to deal with you in relation to the Agreement and therefore from that time you should deal only with the Lender.
5. Following the occurrence of an Event of Default we are not permitted to receive from you, otherwise than through the Lender, any amount in respect of or on account of the sums payable to us from time to time under the Agreement

6. Following the occurrence of an Event of Default, we are not permitted to agree any amendment or supplement to, or waive any obligation under, the Agreement without the prior written consent of the Lender.
7. This notice may only be revoked or amended with the prior written consent of the Lender.
8. Please confirm by completing the enclosed copy of this notice and returning it to the Lender (with a copy to us) that you agree to the above and that:
  - (a) you accept the instructions and authorisations contained in this notice and you undertake to comply with this notice;
  - (b) you have not, at the date this notice is returned to the Lender, received notice of the assignment or charge, the grant of any security or the existence of any other interest of any third party in or to the Agreement or any proceeds of it and you will notify the Lender promptly if you should do so in future;
  - (c) following written notice to you from the Lender confirming that an Event of Default has occurred you will not permit any sums to be paid to us or any other person (other than the Lender) under or pursuant to the Agreement without the prior written consent of the Lender;
  - (d) you will notify the Lender of any intention to exercise any right to terminate or amend the Agreement; and
  - (e) you will not take any action to amend or supplement the Agreement without the prior written consent of the Lender.
9. This notice, and any acknowledgement in connection with it, and any non-contractual obligations arising out of or in connection with any of them, shall be governed by English law.

Yours faithfully

---

for and on behalf of  
[NAME OF CHARGOR]

*[On copy]*

To: [◆ ]  
as Lender  
[ADDRESS]

Copy to: [NAME OF CHARGOR]

We acknowledge receipt of the above notice and consent and agree to its terms. We confirm and agree to the matters set out in paragraph [8] of the above notice.

---

for and on behalf of

[◆ ]

Dated: [◆ ] 20[◆]

## SCHEDULE 5: FORM OF NOTICE TO AND ACKNOWLEDGEMENT BY INSURERS

To: [Insert name and address of insurer]

Dated: [◆ ]

Dear Sirs

[◆ ] (THE "CHARGOR")

1. We give notice that, by a debenture dated [◆ ] (the "**Debenture**"), we have assigned to [◆ ] (the "**Lender**") as Lender for certain financial institutions and others (as referred to in the Debenture) all our present and future right, title and interest in and to the policies listed in the schedule to this notice (together with any other agreement supplementing or amending the same, the "**Policies**") including all rights and remedies in connection with the Policies and all proceeds and claims arising from the Policies.
2. For the purposes of this notice and the attached acknowledgement, the term "**Event of Default**" has the meaning given to that term in the Debenture.
3. We irrevocably authorise and instruct you from time to time:
  - (a) to disclose to the Lender at our expense (without any reference to or further authority from us and without any enquiry by you as to the justification for such disclosure) such information relating to the Policies as the Lender may from time to time request;
  - (b) following written notice to you from the Lender confirming that an Event of Default has occurred to hold all sums from time to time due and payable by you to us under the Policies to the order of the Lender;
  - (c) following written notice to you from the Lender confirming that an Event of Default has occurred to pay or release all or any part of the sums from time to time due and payable by you to us under the Policies only in accordance with the written instructions given to you by the Lender from time to time;
  - (d) to comply with any written notice or instructions in any way relating to (or purporting to relate to) the Debenture, the sums payable to us from time to time under the Policies or the debts represented by them which you may receive from the Lender (without any reference to or further authority from us and without any enquiry by you as to the justification for or validity of such notice or instruction); and
  - (e) to send copies of all notices and other information given or received under the Policies to the Lender.
4. We irrevocably instruct you, with effect from the date on which the Lender notifies you that a "Event of Default" has occurred, of this notice, to note on the relevant Policies the Lender's interest as loss payee and as first priority assignee of the Policies and the rights, remedies, proceeds and claims referred to above.
5. You may continue to deal with the Chargor in relation to the Policies until you receive written notice from the Lender that an Event of Default has occurred. Thereafter we will cease to have any right to deal with you in relation to the Policies and therefore from that time you should deal only with the Lender.

6. Following the occurrence of an Event of Default we are not permitted to receive from you, otherwise than through the Lender, any amount in respect of or on account of the sums payable to us from time to time under the Policies.
7. This notice may only be revoked or amended with the prior written consent of the Lender.
8. Please confirm by completing the enclosed copy of this notice and returning it to the Lender (with a copy to us) that you agree to the above and that:
  - (a) you accept the instructions and authorisations contained in this notice and you undertake to comply with this notice;
  - (b) you have not, at the date this notice is returned to the Lender, received notice of the assignment or charge, the grant of any security or the existence of any other interest of any third party in or to the Policies or any proceeds of them or any breach of the terms of any Policy and you will notify the Lender promptly if you should do so in future;
  - (c) following written notice to you from the Lender confirming that an Event of Default has occurred, you will not permit any sums to be paid to us or any other person under or pursuant to the Policies without the prior written consent of the Lender; and
  - (d) you will not exercise any right to terminate or cancel the Policies without giving the Lender not less than 14 days prior written notice.
9. This notice, and any acknowledgement in connection with it, and any non-contractual obligations arising out of or in connection with any of them, shall be governed by English law.

Yours faithfully

---

for and on behalf of  
[Name of Chargor]

## **SCHEDULE**

### **THE POLICIES**



[On copy]

To: [◆ ]  
as Lender  
[ADDRESS]

Copy to: [NAME OF CHARGOR]

Dear Sirs

We acknowledge receipt of the above notice and consent and agree to its terms. We confirm and agree to the matters set out in paragraph [8] in the above notice. We have noted the Lender's interest on the Policies.

---

for and on behalf of  
[◆ ]

## SCHEDULE 6: FORM OF ACCESSION DEED

THIS ACCESSION DEED is made on

20[◆]

### BETWEEN

- (1) [[◆] LIMITED a company incorporated in [◆] with registered number [◆] (the "Acceding Company")][EACH COMPANY LISTED IN SCHEDULE 1 (each an "Acceding Company")];
- (2) [◆] (the "Company"); and
- (3) [◆] (as defined below)) (the "Lender").

### BACKGROUND

This Accession Deed is supplemental to a debenture dated [◆] 20[◆] and made between (1) the Chargors named in it and (2) the Lender (the "Debenture").

### IT IS AGREED:

#### 1. DEFINITIONS AND INTERPRETATION

##### (a) Definitions

Terms defined in, or construed for the purposes of, the Debenture have the same meanings when used in this Accession Deed including the recital to this Accession Deed (unless otherwise defined in this Accession Deed).

##### (b) Construction

Clauses 1.2 (*Interpretation*), 1.5 (*Double recovery*) and 1.7 (*Permitted transactions*) of the Debenture applies with any necessary changes to this Accession Deed as if it were set out in full in this Accession Deed.

#### 2. ACCESSION OF THE ACCEDING COMPANY

##### (a) Accession

[The/Each] Acceding Company:

- (i) unconditionally and irrevocably undertakes to and agrees with the Lender to observe and be bound by the Debenture; and
- (ii) creates and grants [at the date of this Deed] the charges, mortgages, assignments and other security which are stated to be created or granted by the Debenture,

as if it had been an original party to the Debenture as one of the Chargors.

##### (b) Covenant to pay

Without prejudice to the generality of clause 2(a) (*Accession*), [the/each] Acceding Company (jointly and severally with the other Chargors [and each other Acceding Company]), covenants in the terms set out in clause 2 (*Covenant to pay*) of the Debenture.

(c) **Charge and assignment**

Without prejudice to the generality of clause 2(a) (*Accession*), [the/each] Acceding Company with full title guarantee, charges and assigns (and agrees to charge and assign) to the Lender for the payment and discharge of the Secured Obligations, all its right, title and interest in and to the property, assets and undertaking owned by it or in which it has an interest, on the terms set out in clauses 3 (*Grant of security*), 4 (*Fixed security*) and 5 (*Floating charge*) of the Debenture including (without limiting the generality of the foregoing):

- (i) by way of first legal mortgage all freehold and leasehold Real Property [(other than any Short Leasehold Property)] (if any) vested in or charged to the Acceding Company (including, without limitation, the property specified [against its name] in part 1 of schedule 2 (*Details of Security Assets owned by the [Acceding Company/Acceding Companies]*)) (if any));
- (ii) by way of first fixed charge:
  - (A) all the Charged Securities (including, without limitation, those specified [against its name] in part 2 of schedule 2 (*Details of Security Assets owned by the [Acceding Company/Acceding Companies]*)) (if any)); together with
  - (B) all Related Rights from time to time accruing to them;
- (iii) by way of first fixed charge each of its accounts with any bank or financial institution at any time (including, without limitation, those specified [against its name] in part 3 of schedule 2 (*Details of Security Assets owned by the [Acceding Company/Acceding Companies]*)) and all monies at any time standing to the credit of such accounts;
- (iv) by way of first fixed charge all Intellectual Property (including, without limitation, the Intellectual Property specified [against its name] in part 4 of schedule 2 (*Details of Security Assets owned by the [Acceding Company/Acceding Companies]*)) (if any));
- (v) by way of absolute assignment (subject to a proviso for reassignment on redemption) the Relevant Contracts (including, without limitation, those specified [against its name] in part 5 of schedule 2 (*Details of Security Assets owned by the [Acceding Company/Acceding Companies]*)) (if any)), all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising from them; and
- (vi) by way of absolute assignment (subject to a proviso for reassignment on redemption) the Insurances (including, without limitation, those specified [against its name] in part 6 of schedule 2 (*Details of Security Assets owned by the [Acceding Company/Acceding Companies]*)) (if any)), all claims under the Insurances and all proceeds of the Insurances.

(d) **Representations**

[The/Each] Acceding Company makes the representations and warranties set out in this paragraph 2(d) to the Lender as at the date of this Accession Deed:

- (i) [each/the] Acceding Company is the sole legal and beneficial owner of all of the Security Assets identified [against its name] in schedule 2 (*Details of Security Assets*);
- (ii) the Charged Securities listed in [part 2 of] schedule 2 to the Accession Deed (*Details of Security Assets owned by the [Acceding Company/Acceding Companies]*) constitute the entire share capital owned by [each/the] Acceding Company in the relevant company [and constitute the entire share capital of each such company]; and
- (iii) [part 1 of] schedule 2 (*Details of Security Assets owned by the [Acceding Company/Acceding Companies]*) identifies all freehold and leasehold Real Property [(other than Short Leasehold Property)] which is beneficially owned by [each/the] Acceding Company at the date of this Deed.

(e) **Consent**

Pursuant to clause 23.3 (*Accession Deed*) of the Debenture, the Company (as agent for itself and the existing Chargors):

- (i) consents to the accession of [the/each] Acceding Company to the Debenture on the terms of this Accession Deed; and
- (ii) agrees that the Debenture shall, after the date of this Accession Deed, be read and construed as if [the/each] Acceding Company had been named in the Debenture as a Chargor.

**3. CONSTRUCTION OF DEBENTURE**

This Accession Deed shall be read as one with the Debenture so that all references in the Debenture to "*this Deed*" and similar expressions shall include references to this Accession Deed.

**4. THIRD PARTY RIGHTS**

Save as expressly provided to the contrary in the Debenture, a person who is not a party to this Accession Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Accession Deed.

**5. NOTICE DETAILS**

Notice details for [the/each] Acceding Company are those identified with its name below.

**6. COUNTERPARTS**

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

## **7. GOVERNING LAW**

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

**IN WITNESS** of which this Accession Deed has been duly executed by [the/each] Acceding Company and the Company as a deed and duly executed by the Lender and has been delivered on the first date specified on page 1 of this Accession Deed [by [the/each] Acceding Company and the Company].

## SCHEDULE 1 TO THE ACCESSION DEED

### The Acceding Companies

Company name	Registered number	Registered office
[ ♦ ]	[ ♦ ]	[ ♦ ]
[ ♦ ]	[ ♦ ]	[ ♦ ]
[ ♦ ]	[ ♦ ]	[ ♦ ]
[ ♦ ]	[ ♦ ]	[ ♦ ]

## SCHEDULE 2 TO THE ACCESSION DEED

Details of Security Assets owned by the [Acceding Company/Acceding Companies]

### [Part 1 - Real Property]

Registered land				
[Acceding Company]	Address	Administrative Area		Title number
[◆ ]	[◆ ]	[◆ ]		[◆ ]
Unregistered land				
[Acceding Company]	Address	Document describing the Real Property		
		Date	Document	Parties
[◆ ]	[◆ ]	[◆ 20◆]	[◆ ]	[◆ ]

### [Part 2 - Charged Securities]

[Acceding Company]	Name of company in which shares are held	Class of shares held	Number of shares held	Issued share capital
[◆ ]	[◆ ]	[◆ ]	[◆ ]	[◆ ]
[◆ ]	[◆ ]	[◆ ]	[◆ ]	[◆ ]
[◆ ]	[◆ ]	[◆ ]	[◆ ]	[◆ ]

### [Part 3 - Charged Accounts]

Collection Accounts			
Account Holder	Account Number	Account Bank	Account bank branch address and sort code
[◆ ]	[◆ ]	[◆ ]	[◆ ]
[◆ ]	[◆ ]	[◆ ]	[◆ ]
[◆ ]	[◆ ]	[◆ ]	[◆ ]

**[Part 4 - Intellectual Property]**

Part 4A - Trade marks				
Proprietor/ADP number	TM number	Jurisdiction/apparent status	Classes	Mark text
[◆ ]	[◆ ]	[◆ ]	[◆ ]	[◆ ]
[◆ ]	[◆ ]	[◆ ]	[◆ ]	[◆ ]
[◆ ]	[◆ ]	[◆ ]	[◆ ]	[◆ ]

Part 4B - Patents		
Proprietor/ADP number	Patent number	Description
[◆ ]	[◆ ]	[◆ ]
[◆ ]	[◆ ]	[◆ ]
[◆ ]	[◆ ]	[◆ ]

**[Part 5 - Relevant Contracts]**

[Acceding Company]	Date of Relevant Contract	Parties	Details of Relevant Contract
[◆ ]	[◆ 20◆]	[◆ ]	[◆ ]
[◆ ]	[◆ 20◆]	[◆ ]	[◆ ]

**[Part 6 - Insurances]**

[Acceding Company]	Insurer	Policy number
[◆ ]	[◆ ]	[◆ ]
[◆ ]	[◆ ]	[◆ ]



## EXECUTION PAGES OF THE ACCESSION DEED

### THE ACCEDING COMPAN[Y][IES]

*EITHER one director in the presence of an attesting witness*

Executed as a deed[, but not delivered until the     )  
first date specified on page 1,] by [NAME OF     )  
ACCEDING COMPANY] acting by:     )

Director \_\_\_\_\_

Witness signature \_\_\_\_\_

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

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

\_\_\_\_\_

\_\_\_\_\_

Address:     [ ◆             ]

Facsimile No: [ ◆             ]

Attention:     [ ◆             ]

***OR where executing by an individual attorney***

Signed as a deed[, but not delivered until the first )  
date specified on page 1,] by [NAME OF )  
ACCEDING COMPANY] by its attorney )  
\_\_\_\_\_ [acting pursuant to a )  
power of attorney dated [◆ ] 20[◆]] )  
in the presence of: )

Signature \_\_\_\_\_  
as attorney for [NAME OF  
ACCEDING COMPANY]

Witness signature \_\_\_\_\_

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

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

Address: [◆ ]

Facsimile No: [◆ ]

Attention: [◆ ]

**THE COMPANY**

***EITHER one director in the presence of an attesting witness***

Executed as a deed[, but not delivered until the )  
first date specified on page 1,] by [NAME OF )  
THE COMPANY] acting by: )

Director \_\_\_\_\_

Witness signature \_\_\_\_\_

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

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

Address: [◆ ]

Facsimile No: [◆ ]

Attention: [◆ ]

***OR where executing by an individual attorney***

Signed as a deed[, but not delivered until the first )  
date specified on page 1,] by **[NAME OF )  
COMPANY]** by its attorney )  
\_\_\_\_\_ [acting pursuant to a )  
power of attorney dated[◆ ] 20[◆]] )  
in the presence of: )

Signature \_\_\_\_\_  
as attorney for **[NAME OF  
COMPANY]**

Witness signature \_\_\_\_\_

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

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

\_\_\_\_\_

\_\_\_\_\_

**Address:** [◆ ]

**Facsimile No:** [◆ ]

**Attention:** [◆ ]

**THE LENDER**

Signed by \_\_\_\_\_ for and )  
on behalf of **[NAME OF LENDER]:** )  
\_\_\_\_\_ )

Signature \_\_\_\_\_

**Address:** [◆ ]

**Facsimile No:** [◆ ]

**Attention:** [◆ ]

*OR where executing by an individual attorney*

Signed as a deed[, but not delivered until the first )  
date specified on page 1,] by [NAME OF )  
COMPANY] by its attorney )  
\_\_\_\_\_ [acting pursuant to a )  
power of attorney dated[◆ ] 20[◆]] )  
in the presence of: )

Signature \_\_\_\_\_  
as attorney for [NAME OF  
COMPANY]

Witness signature \_\_\_\_\_

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

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

Address: [◆ ]

Facsimile No: [◆ ]

Attention: [◆ ]

**THE LENDER**

Signed by \_\_\_\_\_ for and )  
on behalf of [NAME OF LENDER]; )  
\_\_\_\_\_ )

Signature \_\_\_\_\_

Address: [◆ ]

Facsimile No: [◆ ]

Attention: [◆ ]

EXECUTION PAGES

THE ORIGINAL CHARGORS

Executed as a deed, but not delivered until the first )  
date specified on page 1, by **DR ORGANIC** )  
**LIMITED** acting by: )

Director

*HV Capital management BV  
represented by Henri Vindevogel*

Witness signature

Witness name  
(block capitals)

HENRI VERMEERSCH

Witness address

Address: Grote Markt 41, 8500 Kortrijk, Belgium

Email address: jeanyves.devel@damiergroup.be / henri.vindevogel@damiergroup.be

Attention: Jean-Yves De Vel / Henri Vindevogel

Executed as a deed, but not delivered until the first )  
date specified on page 1, by **NBTY (2015)** )  
**LIMITED** acting by: [REDACTED] )

Director

*HV capital management BV represented by  
Henri Vindevogel*

Witness signature

Witness name  
(block capitals)

HENRI VERMEERBICHT

Witness address

[REDACTED]

Address: Grote Markt 41, 8500 Kortrijk, Belgium

Email address: jeanyves.devel@damiergroup.be / henri.vindevogel@damiergroup.be

Attention: Jean-Yves De Vel / Henri Vindevogel

Executed as a deed, but not delivered until the first )  
date specified on page 1, by **DR ORGANIC** )  
**GROUP LTD** acting by: [REDACTED] )

Director

*HV Capital Management BV represented by  
Henri Vindevogel*

Witness signature

Witness name  
(block capitals)

HENRI VERMEERSCH

Witness address

[REDACTED]

Address: Grote Markt 41, 8500 Kortrijk, Belgium

Email address: jeanyves.devel@damiergroup.be / henri.vindevogel@damiergroup.be

Attention: Jean-Yves De Vel / Henri Vindevogel

Executed as a deed, but not delivered until the first )  
date specified on page 1/ by **OPTIMA** )  
**CONSUMER HEALTH LIMITED** acting by: )

Director

*H/C Capital Management PV Represented by  
Henri Vindevogel*

Witness signature

Witness name  
(block capitals)

HENRI USAMEERICH

Witness address

Address: Grote Markt 41, 8500 Kortrijk, Belgium

Email address: jeanyves.devel@damiergroup.be / henri.vindevogel@damiergroup.be

Attention: Jean-Yves De Vel / Henri Vindevogel



Executed as a deed, but not delivered until the first )  
date specified on page 1, by **ZELANDIA** )  
**HONEY FARMS LIMITED** acting by: )

Director

*HV Capital Management BV represented by  
Henri Vindevogel*

Witness signature

Witness name  
(block capitals)

HENRI VERMEERSCH

Witness address

Address: Grote Markt 41, 8500 Kortrijk, Belgium

Email address: jeanyves.devel@damiergroup.be / henri.vindevogel@damiergroup.be

Attention: Jean-Yves De Vel / Henri Vindevogel

Executed as a deed, but not delivered until the first )  
date specified on page 1, by **TOCG UK** )  
**LIMITED** acting by: )

Director

*HV Capital Management BV represented by  
Henri Vindevogel*

Witness signature

Witness name  
(block capitals)

*HENRI VERMEERICH*

Witness address

Address: Grote Markt 41, 8500 Kortrijk, Belgium

Email address: jeanyves.devel@damiergroup.be / henri.vindevogel@damiergroup.be

Attention: Jean-Yves De Vel / Henri Vindevogel

**THE LENDER**

Signed by \_\_\_\_\_ for and )  
on behalf of **BELFIUS BANK NV**: )  
 )

*Piet CORDONNIER*

St

St

Address: Karel Rogierplein 11, 1210 Brussels, Belgium

Bart Ferrand

Head of Specialised Corporate Lending