



## Registration of a Charge

Company Name: **ELEMENT UK TOPCO LIMITED**

Company Number: **10664545**



Received for filing in Electronic Format on the: **22/10/2021**

XAFM8EBS

### Details of Charge

Date of creation: **15/10/2021**

Charge code: **1066 4545 0001**

Persons entitled: **RABOBANK CANADA (IN ITS CAPACITY AS SECURITY AGENT FOR THE BENEFICIARIES)**

Brief description: **ALL CURRENT AND FUTURE MATERIAL LAND (EXCEPT FOR ANY RESTRICTED LAND) AND INTELLECTUAL PROPERTY (EXCEPT FOR ANY RESTRICTED IP), IN EACH CASE AS SPECIFIED (AND DEFINED) IN THE DEED OF ACCESSION AND CHARGE REGISTERED BY THIS FORM MR01 (THE "DEED"). FOR MORE DETAILS PLEASE REFER TO THE DEED.**

**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 COMPOSITE  
ORIGINAL INSTRUMENT.**

Certified by:

**LAVINIA ARMFIELD**



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

Company number: 10664545

Charge code: 1066 4545 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 15th October 2021 and created by ELEMENT UK TOPCO LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 22nd October 2021 .

Given at Companies House, Cardiff on 25th October 2021

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



**Companies House**



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

**BETWEEN:**

- (1) The companies (registered in England and Wales) listed in Schedule 1 (the "**New Chargors**");
- (2) **Sofina Foods Inc.** (registered in Canada under number 968224-4) (the "**Administrative Borrower**"); and
- (3) **Rabobank Canada** (the "**Security Agent**").

**WHEREAS:**

- (A) This Deed is supplemental to a Debenture (the "**Principal Deed**") dated 30 April 2021 between (1) UK 111 Limited as Chargor and (2) the Security Agent as agent and trustee for the Beneficiaries named in the Principal Deed (the "**Beneficiaries**").
- (B) The New Chargors have agreed, on the terms contained in the Principal Deed, to charge in favour of the Security Agent (acting as security agent and trustee for the Beneficiaries), all of their property, undertaking and assets to secure the Secured Sums, and to accede to the Principal Deed.

**THIS DEED WITNESSES as follows:**

1. **DEFINITIONS AND INTERPRETATION**

1.1 **Incorporation**

Words or expressions defined in the Principal Deed and principles of interpretation provided for in the Principal Deed shall, unless the context otherwise requires or unless otherwise re-defined below, have the same meaning and shall apply (as the case may be) in this Deed.

1.2 **Additional Definitions**

In this Deed:

**"Intellectual Property"** means patents (including supplementary protection certificates), utility models, registered and unregistered trade marks (including service marks), rights in passing off, copyright, database rights, registered and unregistered rights in designs (including in relation to semiconductor products) anywhere in the world and, in each case, any extensions and renewals of, and any applications for, such rights.

**"Land"** means freehold and leasehold, and any other estate in, land and (outside England and Wales) immovable property and in each case all buildings and structures upon and all things affixed to Land (including trade and tenant's fixtures).

**"RBSIF Debts, Sales Contracts and Remittances"** means any Debts, Sale Contracts or Remittances (as such terms are defined in the RBSIF Loan Agreement) of Young's Seafood Limited which are subject to the negative pledge in Clause 23.7 (*Negative pledge*) of the RBSIF Loan Agreement (and, for the avoidance of doubt, if the RBSIF Loan Agreement falls away and the RBSIF Security Agreement is released, there will be no RBSIF Debts, Sales Contracts and Remittances for the purposes of this Deed).

**"RBSIF Loan Agreement"** means the receivables finance facility dated 27 September 2019 and made between, amongst others, Young's Seafood Limited and Karro Food Limited as original clients and RBS Invoice Finance Limited as arranger, original funder, agent and

security agent (as amended, restated, supplemented, extended, replaced and/or novated from time to time).

**"RBSIF Security Agreement"** means the security agreement dated 27 September 2019 and made between Young's Seafood Limited as the client and RBS Invoice Finance Limited as the security agent.

**"Restricted IP"** means any Intellectual Property owned by or licensed to a New Chargor or the benefit of any agreements or licences entered into by a New Chargor relating to the use of any Intellectual Property which, in each case, precludes either absolutely or conditionally that New Chargor from creating a charge over its interest in that Intellectual Property and in respect of which consent has not yet been obtained pursuant to Clause 3.4(a) (*Third Party Consents*) of the Principal Deed.

**"Restricted Land"** means any leasehold property held by a New Chargor under a lease which precludes either absolutely or conditionally that New Chargor from creating a mortgage or charge over its leasehold interest in that property.

**"Structural Intra-Group Loans"** means any loan made by a New Chargor to another member of the Group.

**"Specified Intellectual Property"** means the intellectual property listed in Schedule 4 (*Specified Intellectual Property*).

## 2. **ACCESSION BY THE NEW CHARGORS TO THE PRINCIPAL DEED**

### 2.1 **Accession**

The New Chargors agree to be bound by all the terms of the Principal Deed and to perform all obligations of a Chargor under, and in accordance with, the Principal Deed with effect from the date of this Deed, as if they had each been an original party to the Principal Deed as a Chargor.

### 2.2 **Covenant to pay**

Each New Chargor (as primary obligor and not merely as surety) covenants with the Security Agent that it will, on the Security Agent's written demand, pay or discharge the Secured Sums when due at the times and in the manner provided in the relevant Loan Documents and Bank Product Agreements.

### 2.3 **Proviso**

The covenants contained in this Clause and the security created by this Deed shall not extend to or include any liability or sum which would otherwise cause any such covenant or security to be unlawful or prohibited by any applicable law.

### 2.4 **Administrative Borrower's agreement to the accession**

The Administrative Borrower (on behalf of itself and the other members of the Group which are parties to the Principal Deed) hereby agrees to the New Chargors' accession.

## 3. **ASSIGNMENTS**

Each New Chargor, with full title guarantee, as security for the payment or discharge of all Secured Sums, assigns and agrees to assign absolutely (subject to a proviso for reassignment on redemption) to the Security Agent (as trustee for the Beneficiaries):

- (a) all of its rights, title and interest from time to time in respect of any sums payable to it pursuant to the Insurance Policies;
- (b) all its rights, title and interest from time to time in respect of the Bank Product Agreements; and
- (c) all its rights, title and interest from time to time in respect of any Structural Intra-Group Loans.

#### 4. **FIXED SECURITY**

Each New Chargor, with full title guarantee, as security for the payment or discharge of all Secured Sums, charges in favour of the Security Agent (as trustee for the Beneficiaries):

- (a) by way of legal mortgage, all Land in England and Wales now vested in it and registered at HM Land Registry or which will be subject to first registration at HM Land Registry upon the execution and delivery of this Deed, in each case as described in Schedule 2 (*Registered Land to be Mortgaged*);
- (b) by way of fixed charge:
  - (i) with the exception of any Restricted Land, all other Material Land which is now, or in the future becomes, its property;
  - (ii) with the exception of any Restricted Land, all other interests and rights in or relating to Material Land or in the proceeds of sale of Material Land now or in the future belonging to it;
  - (iii) all plant and machinery now or in the future attached to any Material Land which, or an interest in which, is charged by it under the preceding provisions of this Clause 4;
  - (iv) all rental and other income and all debts and claims now or in the future due or owing to it under or in connection with any lease, agreement or licence relating to Material Land;
  - (v) all Specified Investments which are now its property, including all proceeds of sale derived from them;
  - (vi) all Specified Investments in which that New Chargor may in the future acquire any interest (legal or equitable), including all proceeds of sale derived from them;
  - (vii) all Derivative Rights of a capital nature now or in the future accruing or offered in respect of its Specified Investments;
  - (viii) all Derivative Rights of an income nature now or in the future accruing or offered at any time in respect of its Specified Investments;
  - (ix) all insurance or assurance contracts or policies now or in the future held by or otherwise benefiting it which relate to Fixed Security Assets or which are now or in the future deposited by it with the Security Agent, together with all its rights and interests in such contracts and policies (including the benefit of all claims arising and all money payable under them) apart from any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) in this Debenture and for the avoidance of doubt excluding any

third party or public liability insurance, any business interruption insurance and any directors' and officers' insurance;

- (x) all its goodwill and uncalled capital for the time being;
- (xi) all Specified Intellectual Property belonging to it;
- (xii) with the exception of any Restricted IP, all other Intellectual Property presently belonging to it, including any Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others;
- (xiii) with the exception of any Restricted IP, all Intellectual Property that may be acquired by or belong to it in the future, including any such Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others;
- (xiv) with the exception of any Restricted IP, the benefit of all agreements and licences now or in the future entered into or enjoyed by it relating to the use or exploitation of any Intellectual Property in any part of the world;
- (xv) all Intellectual Property (including any Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others, and the benefit of all agreements and licences now or in the future entered into or enjoyed by it relating to the use or exploitation of any Intellectual Property in any part of the world) which by virtue of obtaining third party consent to charge such Intellectual Property has ceased to fall within the definition of Restricted IP, but only with effect from the date on which that consent is obtained;
- (xvi) all its rights now or in the future in relation to trade secrets, confidential information and knowhow in any part of the world;
- (xvii) all its rights and causes of action in respect of infringement(s) (past, present or future) of the rights referred to in sub-paragraphs (b)(xi) to (xvi) inclusive of this Clause;
- (xviii) all trade debts now or in the future owing to it, with the exception in the case of Young's Seafood Limited of any RBSIF Debts, Sales Contracts and Remittances;
- (xix) all other debts now or in the future owing to it, excluding those arising on fluctuating accounts with other members of the Group and, in the case of Young's Seafood Limited, any RBSIF Debts, Sales Contracts and Remittances;
- (xx) the benefit of all instruments, guarantees, charges, pledges and other security and all other rights and remedies available to it in respect of any Fixed Security Asset except to the extent that such items are for the time being effectively assigned under Clause 3 (*Assignments*);
- (xxi) any beneficial interest, claim or entitlement it has to any pension fund now or in the future;
- (xxii) all rights, money or property accruing or payable to it now or in the future under or by virtue of a Fixed Security Asset except to the extent that such

rights, money or property are for the time being effectively assigned or charged by fixed charge under the foregoing provisions of this Debenture;

- (xxiii) all moneys at any time standing to the credit of any Account, and the debt represented by any such credit balance; and
- (xxiv) the benefit of all licences, consents and authorisations held in connection with its business or the use of any Asset and the right to recover and receive all compensation which may be payable in respect of them.

## 5. CREATION OF FLOATING CHARGE

5.1 Each New Chargor, with full title guarantee, charges to the Security Agent (as trustee for the Beneficiaries) as security for the payment or discharge of all Secured Sums, by way of floating charge:

- (a) all its Assets, except to the extent that such Assets are for the time being effectively assigned by way of security by virtue of Clause 3 (*Assignments*) or charged by any fixed charge contained in Clause 4 (*Fixed security*), including any Assets comprised within a charge which is reconverted under Clause 4.4 (*Reconversion*) of the Principal Deed; and
- (b) all its Assets in so far as they are for the time being situated in Scotland,

with the exception in the case of Young's Seafood Limited (only) of any RBSIF Debts, Sales Contracts and Remittances, but in each case so that such New Chargor shall not create any Security over any such Floating Charge Asset (whether having priority over, or ranking *pari passu* with or subject to, this floating charge) or take any other step referred to in Clause 6 (*Negative pledge and other restrictions*) with respect to any such Floating Charge Asset, and such Chargor shall not, without the consent of the Security Agent, sell, transfer, part with or dispose of any such Floating Charge Asset (except as permitted by Section 6.1 (*Dispositions*) of the Credit Agreement).

5.2 The parties agree (without limitation to the general nature of the New Chargors' accession to the Principal Deed contained in Clause 2) that the crystallisation provisions contained in Clause 4 of the Principal Deed shall equally apply to the floating charge contained in this Deed as if set out in full in this Deed.

## 6. NEGATIVE PLEDGE AND OTHER RESTRICTIONS

Without the prior written consent of the Security Agent, no New Chargor shall:

- (a) create, or agree or attempt to create, or permit to subsist, any Lien or any trust over any of its Assets; or
- (b) sell, assign, lease, license or sub-license, or grant any interest in, any of its Fixed Security Assets, or part with possession or ownership of them, or purport or agree to do so,

except as specifically permitted by the Credit Agreement in respect of an Asset that is not a Specified Investment or a Derivative Right.

**7. RIGHT OF APPROPRIATION**

- 7.1 The parties acknowledge and intend that the charges over each New Chargor's Financial Collateral provided under or pursuant to this Deed will each constitute a "security financial collateral arrangement" for the purposes of the Financial Collateral Regulations.
- 7.2 The Security Agent may, on or at any time after the security constituted by this Deed becomes enforceable in accordance with the terms of the Principal Deed, by notice in writing to the relevant New Chargor appropriate with immediate effect all or any of its Financial Collateral hereby charged which is subject to a security financial collateral arrangement (within the meaning of the Financial Collateral Regulations) and apply it in or towards the discharge of the Secured Sums, whether such Assets are held by the Security Agent or otherwise.
- 7.3 The value of any Financial Collateral appropriated under Clause 7.2 shall be:
- (a) in the case of cash, its face value at the time of appropriation; and
  - (b) in the case of financial instruments or other financial collateral, their market value at the time of appropriation as determined (after appropriation) by the Security Agent by reference to a public index or other applicable generally recognised price source or such other process as the Security Agent may reasonably select, including a valuation carried out by an independent firm of accountants or valuers appointed by the Security Agent;

as converted, where necessary, into Canadian dollars at a market rate of exchange prevailing at the time of appropriation selected by the Security Agent.

- 7.4 The Security Agent will account to the relevant New Chargor for any amount by which the value of the appropriated Assets exceeds the Secured Sums and the New Chargers shall remain liable to the Security Agent for any amount by which the value of the appropriated Assets is less than the Secured Sums.
- 7.5 Each New Chargor agrees that the method of valuing such Financial Collateral under Clause 7.3 is commercially reasonable.

**8. APPLICATION TO HM LAND REGISTRY**

Each New Chargor:

- (a) in relation to each register of title of any present and future Material Land of that New Chargor which is charged to the Security Agent under this Deed, consents to the Security Agent (or its solicitors) at any time submitting to HM Land Registry:
  - (i) a form AP1 (*application to change the register*) in respect of the security created by this Deed;
  - (ii) a form AN1 (*application to enter an agreed notice*) in respect of the security created by this Deed;
  - (iii) a form RX1 (*application to register a restriction*) in the following terms:

"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 [date] in favour of [Chargee] referred to on the charges register or their conveyancer."; and

- (iv) a form CH2 (*application to enter an obligation to make further advances*); and
- (b) covenants to submit an application to the appropriate Land Registry for the first registration of any unregistered Material Land in England and Wales mortgaged by Clause 4 (*Fixed security*) at its own expense, immediately following its execution of this Deed.

## 9. POWER OF ATTORNEY

### 9.1 Appointment of attorney

Each New Chargor, by way of security and to more fully secure the performance of its obligations under this Deed, hereby irrevocably appoints the Security Agent and separately any nominee and/or any Receiver to be its attorney (with full power to appoint substitutes and to delegate) with power in its name and on its behalf, and as its act and deed or otherwise (whether or not a Receiver or administrator has been appointed) to:

- (a) do anything which that New Chargor is obliged to do (but has not done within 5 Business Days of being notified in writing by the Security Agent of such failure and being requested to comply) in accordance with this Deed, including to execute and deliver and otherwise perfect any agreement, assurance, deed, instrument or document the Security Agent considers in its reasonable opinion is necessary for these purposes;
- (b) following the occurrence of an Event of Default that is continuing, enable the Security Agent, any such nominee and/or Receiver to exercise (or to delegate) all or any of the rights conferred on it by this Deed or by statute in relation to this Deed or the Assets charged, or purported to be charged, by it.

### 9.2 Ratification

Each New Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this clause.

### 9.3 Sums recoverable

All sums expended by the Security Agent or any Receiver under this clause shall be recoverable from each New Chargor under the terms of Section 10.3 (*Expenses; Indemnity; Damage Waiver.*) of the Credit Agreement and clause 28 (*Indemnity to the Security Agent*) of the Security Trust Deed.

## 10. NOTICES

All notices or demands to be given or made pursuant to this Deed shall be given or made in the manner set out in Clause 33 (*Notices*) of the Principal Deed. Each New Chargor's addresses for service is set out in Schedule 3 (*Notice Details*).

## 11. COUNTERPARTS

This Deed may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all of which when taken together shall constitute a single document.

12. **GOVERNING LAW**

This Deed and all non-contractual obligations arising in any way whatsoever out of or in connection with this Deed shall be governed by, construed and take effect in accordance with English law.

13. **ENFORCEMENT**

13.1 **Jurisdiction**

- (a) The courts of England shall have exclusive jurisdiction to settle any claim, dispute or matter of difference which may arise in anyway whatsoever out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed or any claim for set-off) or the legal relationships established by this Deed (a "**Dispute**"), only where such Dispute is the subject of proceedings commenced by a New Chargor.
- (b) Where a Dispute is the subject of proceedings commenced by one or more Beneficiaries, the Beneficiaries are entitled to bring such proceedings in any court or courts of competent jurisdiction (including but not limited to the courts of England). If any Chargor raises a counter-claim in the context of proceedings commenced by one or more of the Beneficiaries, that Chargor shall bring such counter-claim before the court seized of the Beneficiaries' claim and no other court.
- (c) The commencement of legal proceedings in one or more jurisdictions shall not, to the extent allowed by law, preclude the Beneficiaries from commencing legal actions or proceedings in any other jurisdiction, whether concurrently or not.
- (d) To the extent allowed by law, each New Chargor irrevocably waives any objection it may now or hereafter have on any grounds whatsoever to the laying of venue of any legal proceeding, and any claim it may now or hereafter have that any such legal proceeding has been brought in an inappropriate or inconvenient forum.

13.2 **Service of process**

Without prejudice to any other mode of service allowed under any relevant law, the Administrative Borrower:

- (a) irrevocably appoints UK 111 Limited as its agent for service of process in relation to any proceedings before the English courts in connection with this Deed; and
- (b) agrees that failure by a process agent to notify the Administrative Borrower of the process will not invalidate the proceedings concerned.

14. **LOAN DOCUMENT**

This Deed is a Loan Document.

**THIS DEED OF ACCESSION AND CHARGE** has been executed by the New Chargors and the Administrative Borrower as a deed and signed by the Security Agent and it has been delivered and shall take effect on the date stated at the beginning of this document.

**Schedule 1**

**The New Chargors**

<b>Name of New Chargor</b>	<b>Registered Number</b>
Bluecrest Foods Limited	1477891
Eight Fifty Food Group Limited	10664871
Element UK Topco Limited	10664545
Element UK Holdco Limited	10664707
Element UK Midco Limited	10664823
FJG Logistics Limited	06452479
Karro Food Group Limited	08312502
Karro Food Frozen Limited	09146568
Karro Food Stoke Limited	09147022
Karro Property Limited	09146858
Life UK Finco Limited	13019789
Lighthouse UKCO 5 (Holdings) Limited	4298007
Lighthouse UKCO 6 (Treasury) Limited	4345741
Stirchley Bacon Co. Limited	01634794
Stirchley Bacon Holdings Limited	05736399
T S Bloor Holdings Limited	11343926
T S Bloor & Sons Limited	02329527
Young's Seafood International Holdings Limited	3628503
Young's Seafood Limited	3751665

**Schedule 2**

**Registered land to be mortgaged**

None as at the date of this Deed.

**Unregistered land subject to first registration upon the execution of this Deed**

None as at the date of this Deed.

**Schedule 3**

**Notice Details**

<b>New Chargor</b>	<b>Address for Service and Email</b>
Bluecrest Foods Limited	c/o Sofina Foods Inc., 100
Eight Fifty Food Group Limited	Commerce Valley Dr., West
Element UK Topco Limited	Markham, Ontario L3T 0A1
Element UK Holdco Limited	Attention: Greg Rule,
Element UK Midco Limited	[REDACTED] and
FJG Logistics Limited	Catherine Brennan,
Karro Food Group Limited	[REDACTED]
Karro Food Frozen Limited	
Karro Food Stoke Limited	
Karro Property Limited	
Life UK Finco Limited	
Lighthouse UKCO 5 (Holdings) Limited	
Lighthouse UKCO 6 (Treasury) Limited	
Stirchley Bacon Co. Limited	
Stirchley Bacon Holdings Limited	
T S Bloor Holdings Limited	
T S Bloor & Sons Limited	
Young's Seafood International Holdings Limited	
Young's Seafood Limited	

**Schedule 4**

**Specified Intellectual Property**

<b>New Chargor</b>	<b>Trademark</b>	<b>Jurisdiction of registration</b>	<b>Registration number</b>
Eight Fifty Food Group Limited	850	Europe Union (International Designation)	1539024
Eight Fifty Food Group Limited	Angle logo	Europe Union (International Designation)	1549910
Eight Fifty Food Group Limited	EIGHT FIFTY	Europe Union (International Designation)	1528161
Eight Fifty Food Group Limited	850	United Kingdom	UK00003432847
Eight Fifty Food Group Limited	850	United Kingdom	UK00801539024
Eight Fifty Food Group Limited	EIGHT FIFTY	United Kingdom	UK00801528161
Eight Fifty Food Group Limited	EIGHT FIFTY	United Kingdom	UK00003432846
Eight Fifty Food Group Limited	Eight Fifty Logo	United Kingdom	UK00003432845
Karro Food Group Limited	BRYDOCK FARMS	Europe Union (International Designation)	W01404779
Karro Food Group Limited	COOKSTOWN Oral Device in colour	European Union	014734214
Karro Food Group Limited	KARRO	European Union	011770526
Karro Food Group Limited	KARRO FOOD GROUP & Striped Apron Device	European Union	017893716
Karro Food Group Limited	KARRO MCGEES	European Union	011770559
Karro Food Group Limited	MAWBEEF	European Union	002559300
Karro Food Group Limited	MCGEES	European Union	012067104
Karro Food Group Limited	PLUMTREE FARMS & Tree Device (2010)	European Union	009027111
Karro Food Group Limited	PRIDE IN PORK	European Union	011770575
Karro Food Group Limited	PRIDE IN PORK Circle Device in colour	European Union	011770609
Karro Food Group Limited	RAISED WITHOUT ANTIBIOTICS with Pig in Circle Device in colour	European Union	017415191
Karro Food Group Limited	COOKSTOWN	Ireland	239151
Karro Food Group Limited	COOKSTOWN KITCHEN	Ireland	246146
Karro Food Group Limited	COOKSTOWN KITCHEN Oval Device (Series of 2)	Ireland	246139
Karro Food Group Limited	COOKSTOWN Oval Device (Series of 2)	Ireland	239150
Karro Food Group Limited	KARRO	Ireland	250407
Karro Food Group Limited	KARRO MCGEES	Ireland	250408

Karro Food Group Limited	VERY IMPORTANT PORK	Ireland	244762
Karro Food Group Limited	ANTIBIOTIC FREE with Pig in Circle Device	United Kingdom	UK00003164805
Karro Food Group Limited	BLOORS	United Kingdom	UK00003331263
Karro Food Group Limited	BRYDOCK FARMS	United Kingdom	UK00003164795
Karro Food Group Limited	BRYDOCK FARMS	United Kingdom	UK00801404779
Karro Food Group Limited	BRYDOCK FARMS Device	United Kingdom	UK00003164797
Karro Food Group Limited	C Device	United Kingdom	UK00003317852
Karro Food Group Limited	C FJG LOGISTICS LTD & Device (Series of 2)	United Kingdom	UK00003330233
Karro Food Group Limited	CASE	United Kingdom	UK00002322485
Karro Food Group Limited	CASE & SONS PURVEYORS OF THE FINEST QUALITY MEATS SINCE 1877 Stylised Device	United Kingdom	UK00003079371
Karro Food Group Limited	CASE & SONS WEST COUNTRY BUTCHERS OF QUALITY SINCE 1877 Stylised Device	United Kingdom	UK00002400094
Karro Food Group Limited	CASE & SONS WEST COUNTRY BUTCHERS OF QUALITY SINCE 1877 Stylised Device (2012)	United Kingdom	UK00002603548
Karro Food Group Limited	CASE & SONS/CASE AND SONS - (Series of 2)	United Kingdom	UK00002607552
Karro Food Group Limited	COOKS TOWN Oval Device (Series of 2)	United Kingdom	UK00002315231
Karro Food Group Limited	COOKS TOWN Oval Device in colour	United Kingdom	UK00002308129
Karro Food Group Limited	COOKSTOWN	United Kingdom	UK00002476729
Karro Food Group Limited	COOKSTOWN KITCHEN	United Kingdom	UK00002587501
Karro Food Group Limited	COOKSTOWN KITCHEN Stylised Oval Device in colour	United Kingdom	UK00002585959
Karro Food Group Limited	COOKSTOWN Oral Device in colour	United Kingdom	UK00914734214
Karro Food Group Limited	DANISH SIZZLERS	United Kingdom	UK00003181751
Karro Food Group Limited	FELLSIDE	United Kingdom	UK00002526604
Karro Food Group Limited	I (LOVE) BCN Device	United Kingdom	UK00002597171
Karro Food Group Limited	I (love) Device with Union Jack	United Kingdom	UK00003079376
Karro Food Group Limited	I (LOVE) GMN Device	United Kingdom	UK00002597170
Karro Food Group Limited	KARRO	United Kingdom	UK00003027124

Karro Food Group Limited	KARRO FOOD GROUP & Striped Apron Device	United Kingdom	UK00917893716
Karro Food Group Limited	KARRO MCGEES	United Kingdom	UK00003027127
Karro Food Group Limited	KEY COUNTRY FOODS & Square Device (Series of 3)	United Kingdom	UK00002338050
Karro Food Group Limited	MALTON	United Kingdom	UK00002357199
Karro Food Group Limited	MAWBEEF	United Kingdom	UK00902559300
Karro Food Group Limited	MCGEE'S MCG Circle Device in colour	United Kingdom	UK00002559192
Karro Food Group Limited	OUTDOOR BRED Circle Device	United Kingdom	UK00003164798
Karro Food Group Limited	PLUMTREE	United Kingdom	UK00003307927
Karro Food Group Limited	Plumtree EST. FARMS 1972 & Tree Device (Series of 2)	United Kingdom	UK00003307934
Karro Food Group Limited	PLUMTREE FARMS & Tree Device (2010)	United Kingdom	UK00909027111
Karro Food Group Limited	RAISED WITHOUT ANTIBIOTICS with Pig in Circle Device in colour	United Kingdom	UK00917415191
Karro Food Group Limited	SUFFOLK CHOICE Farmhouse Device	United Kingdom	UK00001575850
Karro Food Group Limited	THE COOKSTOWN SIZZLE	United Kingdom	UK00002315221
Karro Food Group Limited	THE MALTON FOOD COMPANY Stylised Device	United Kingdom	UK00002430355
Karro Food Group Limited	KARRO	United Kingdom	UK00911770526
Karro Food Group Limited	KARRO MCGEES	United Kingdom	UK00911770559
Karro Food Group Limited	MCGEES	United Kingdom	UK00912067104
Karro Food Group Limited	PRIDE IN PORK	United Kingdom	UK00911770575
Karro Food Group Limited	PRIDE IN PORK Circle Device in colour	United Kingdom	UK00911770609
Stirchley Bacon Co Limited	Logo - Stirchley Bacon Company	European Union	014420442
Young's Seafood Limited (previously Youngs Bluecrest Seafood Limited)	FISH FOR LIFE	Ireland (International Designation)	768443
Young's Seafood Limited	BIKINI	European Union	005123245
Young's Seafood Limited	CARE CUISINE	European Union	008405979
Young's Seafood Limited	FISH FOR LIFE	European Union	008993362
Young's Seafood Limited	FISH FOR LIFE RESPONSIBLY SOURCED Device	European Union	010288751
Young's Seafood Limited	FOODVEST	European Union	007336803
Young's Seafood Limited	Landscape Logo	European Union	006323307

Young's Seafood Limited	MACFISHERIES	European Union	000553255
Young's Seafood Limited	MACFISHERIES	European Union	
Young's Seafood Limited	NATURALLY	European Union	006290217
Young's Seafood Limited	PINNEYS	European Union	009236365
Young's Seafood Limited	RED TIGER	European Union	004991411
Young's Seafood Limited	YOUNG'S & Device	European Union	000685420
Young's Seafood Limited	YOUNGS@HEART	European Union	003058948
Young's Seafood Limited	FISH FOR LIFE	Ireland	
Young's Seafood Limited	ADMIRAL	United Kingdom	UK00001034499
Young's Seafood Limited	ANCHOR Circle Device	United Kingdom	UK00002322088
Young's Seafood Limited	ANCHOR SEAFOODS & Device	United Kingdom	UK00002361784
Young's Seafood Limited	BIKINI	United Kingdom	UK00905123245
Young's Seafood Limited	BIKINI	United Kingdom	UK00002423823
Young's Seafood Limited	BLUE FJORD (Stylised)	United Kingdom	UK00000858023
Young's Seafood Limited	BLUECREST	United Kingdom	UK00001120040
Young's Seafood Limited	BLUECREST (Stylised)	United Kingdom	UK00001517128
Young's Seafood Limited	BLUECREST DELICASEAS/Bluecrest Delicaseas (Series of 2)	United Kingdom	UK00002145721
Young's Seafood Limited	BLUECREST HEALTHY EATING & Device	United Kingdom	UK00001264795
Young's Seafood Limited	BLUECREST SEA STARS	United Kingdom	UK00001366445
Young's Seafood Limited	BORDER LAIRD	United Kingdom	UK00002529456
Young's Seafood Limited	C Device	United Kingdom	UK00001181282
Young's Seafood Limited	CARE CUISINE	United Kingdom	UK00908405979
Young's Seafood Limited	CARE CUISINE	United Kingdom	UK00002498962
Young's Seafood Limited	CHEF'S CLASSICS & Device (Series of 2)	United Kingdom	UK00003145760
Young's Seafood Limited	CHIP SHOP BRITAIN'S FAVOURITE TASTE - OVENBAKED! Device (Series of 2)	United Kingdom	UK00002360345
Young's Seafood Limited	Circle Cross Device	United Kingdom	UK00001432828
Young's Seafood Limited	CLABEN	United Kingdom	UK00001181281
Young's Seafood Limited	CREATE!	United Kingdom	UK00002333444
Young's Seafood Limited	DAWNKIST	United Kingdom	UK00000550159
Young's Seafood Limited	DIPPERS	United Kingdom	UK00000989780
Young's Seafood Limited	FISH & SAUCE Device	United Kingdom	UK00002145618
Young's Seafood Limited	FISH FOR LIFE	United Kingdom	UK00002272235

Young's Seafood Limited	FISH FOR LIFE	United Kingdom	UK00908993362
Young's Seafood Limited	FISH FOR LIFE & Device	United Kingdom	UK00002444559
Young's Seafood Limited	FISH FOR LIFE Device	United Kingdom	UK00002444560
Young's Seafood Limited	FISH FOR LIFE RESPONSIBLY SOURCED Device	United Kingdom	UK00002495358
Young's Seafood Limited	Fish Head Device	United Kingdom	UK00002657681
Young's Seafood Limited	FISHMONGER OF FROZEN	United Kingdom	UK00002454778
Young's Seafood Limited	FISHMONGER PREPARED (Series of 2)	United Kingdom	UK00002439030
Young's Seafood Limited	FISHMONGER'S CHOICE (Stylised)	United Kingdom	UK0002547780A
Young's Seafood Limited	FISHYSAURUS	United Kingdom	UK00001557896
Young's Seafood Limited	FLIPPER DIPPER	United Kingdom	UK00002299125
Young's Seafood Limited	FLIPPERS	United Kingdom	UK00002299120
Young's Seafood Limited	FLIPPERS	United Kingdom	UK00001398480
Young's Seafood Limited	FLYING FOR FRESHNESS	United Kingdom	UK00002333441
Young's Seafood Limited	FONFISH	United Kingdom	UK00001057627
Young's Seafood Limited	FOODVEST	United Kingdom	UK00907336803
Young's Seafood Limited	FOR THE LOVE OF FISH & Device (Series of 2)	United Kingdom	UK00002552265
Young's Seafood Limited	FOREVER COD	United Kingdom	UK00002420140
Young's Seafood Limited	FRASERBURGH SMOKEHOUSE LOGO (Series of Two)	United Kingdom	UK00002419807
Young's Seafood Limited	FREEBOOTER	United Kingdom	UK00001008100
Young's Seafood Limited	FRESCOT	United Kingdom	UK00001409903
Young's Seafood Limited	GHILLIE & GLENN	United Kingdom	UK00002537806
Young's Seafood Limited	GREAT GRIMSBY	United Kingdom	UK00002437749
Young's Seafood Limited	GREAT GRIMSBY THE HOME OF FISH & Device	United Kingdom	UK00002469424
Young's Seafood Limited	H Logo (Series of 2)	United Kingdom	UK00003182527
Young's Seafood Limited	H Logo (series of two)	United Kingdom	
Young's Seafood Limited	HOMESTYLE Cutlery Device	United Kingdom	UK00003007800
Young's Seafood Limited	HOMESTYLE Device	United Kingdom	UK00003007798
Young's Seafood Limited	HOOKED SEAFOOD KITCHEN	United Kingdom	UK00003182532
Young's Seafood Limited	IRFISH	United Kingdom	UK00000911124
Young's Seafood Limited	IT'S IN THE BAG (Series of 2)	United Kingdom	UK00002531530
Young's Seafood Limited	KING FROST & Device	United Kingdom	UK00001026520

Young's Seafood Limited	KINGFROST	United Kingdom	UK00000939996
Young's Seafood Limited	KINGFROST FRY-ITS	United Kingdom	UK00000939995
Young's Seafood Limited	Landscape Logo	United Kingdom	UK00002453788
Young's Seafood Limited	Landscape Logo	United Kingdom	UK00906323307
Young's Seafood Limited	Landscape Logo (Series of 3)	United Kingdom	UK00003134305
Young's Seafood Limited	LEXICON OF FISH	United Kingdom	UK00002439245
Young's Seafood Limited	MAC	United Kingdom	UK00000955087
Young's Seafood Limited	MAC	United Kingdom	UK00001056011
Young's Seafood Limited	MACFISH	United Kingdom	UK00001432830
Young's Seafood Limited	MACFISH QUALITY & Device	United Kingdom	UK00001394510
Young's Seafood Limited	MACFISHERIES	United Kingdom	UK00900553255
Young's Seafood Limited	MACFISHERIES (Series of 4)	United Kingdom	UK00002012033
Young's Seafood Limited	MACRAE	United Kingdom	UK00002537807
Young's Seafood Limited	MARR	United Kingdom	UK00002296052
Young's Seafood Limited	MASTERS OF THE SEA, MASTERS OF SEAFOOD	United Kingdom	UK00002133376
Young's Seafood Limited	MUDD & Device	United Kingdom	UK00001018413
Young's Seafood Limited	MUDD'S	United Kingdom	UK00000807914
Young's Seafood Limited	naturally	United Kingdom	UK00906290217
Young's Seafood Limited	NORFOLK SHELLFISH & Device	United Kingdom	UK00002138256
Young's Seafood Limited	OCEAN CRUNCHIES	United Kingdom	UK00002404296
Young's Seafood Limited	OCEAN DINER & Device	United Kingdom	UK00002030437
Young's Seafood Limited	OCEAN PURE & Device	United Kingdom	UK00002440105
Young's Seafood Limited	OVEN HEALTHY	United Kingdom	UK00002367805
Young's Seafood Limited	PERFECT CATCH & Device	United Kingdom	UK00002529452
Young's Seafood Limited	PINNEYS	United Kingdom	UK00001357812
Young's Seafood Limited	PINNEYS	United Kingdom	UK00909236365
Young's Seafood Limited	PROLONG	United Kingdom	UK00002458916
Young's Seafood Limited	QUAY FRESH	United Kingdom	UK00002006891
Young's Seafood Limited	RED TIGER	United Kingdom	UK00002416491
Young's Seafood Limited	RED TIGER	United Kingdom	UK00904991411
Young's Seafood Limited	SALMON SO SIMPLE	United Kingdom	UK00002255886
Young's Seafood Limited	SCOTPAK	United Kingdom	UK00002278340
Young's Seafood Limited	SCOTTISH PRINCE	United Kingdom	UK00001150971

Young's Seafood Limited	SCOTTISH QUALITY Logo (Series of 2)	United Kingdom	UK00002022024
Young's Seafood Limited	SEA SENSE	United Kingdom	UK00002333446
Young's Seafood Limited	SEA SHANTY	United Kingdom	UK00001496538
Young's Seafood Limited	SEA SPARKLE	United Kingdom	UK00002580370
Young's Seafood Limited	SEACREST	United Kingdom	UK00001478718
Young's Seafood Limited	SEAPOINT	United Kingdom	UK00000831633
Young's Seafood Limited	SEASPARKLE	United Kingdom	UK00000708127
Young's Seafood Limited	SMART FINGERS	United Kingdom	UK00002404403
Young's Seafood Limited	SOVEREIGN	United Kingdom	UK00001556243
Young's Seafood Limited	SPEY VALLEY	United Kingdom	UK00003121031
Young's Seafood Limited	STRATHAIRD	United Kingdom	UK00002278355
Young's Seafood Limited	THE "ADMIRAL" BRAND & Device	United Kingdom	UK00000086561
Young's Seafood Limited	THE CROMER CRAB COMPANY LTD & Device	United Kingdom	UK00002361785
Young's Seafood Limited	THE FUNKY FISH KITCHEN	United Kingdom	UK00002622284
Young's Seafood Limited	THE FUNKY FISH KITCHEN (Stylised)	United Kingdom	UK00002656825
Young's Seafood Limited	THE ORIGINAL PANCAKE CO. & Device (Series of 2)	United Kingdom	UK00003145762
Young's Seafood Limited	THE SEAFOOD COMPANY & Device	United Kingdom	UK00003165556
Young's Seafood Limited	VASSALLO	United Kingdom	UK00002044813
Young's Seafood Limited	YOUNG UN'S	United Kingdom	UK00002297144
Young's Seafood Limited	YOUNG UN'S Device (Series of 2)	United Kingdom	UK00002305730
Young's Seafood Limited	YOUNG UN'S FISH FILLET SQUARES	United Kingdom	UK00002299083
Young's Seafood Limited	YOUNG'S	United Kingdom	UK00002627279
Young's Seafood Limited	YOUNG'S	United Kingdom	UK00001556269
Young's Seafood Limited	YOUNG'S & Device	United Kingdom	UK00001361521
Young's Seafood Limited	YOUNG'S & Device	United Kingdom	UK00900685420
Young's Seafood Limited	YOUNG'S (Stylised)	United Kingdom	UK00000960582
Young's Seafood Limited	YOUNG'S (Stylised) (Series of 2)	United Kingdom	UK00001206355
Young's Seafood Limited	Young's (Stylised) Device (Series of 2)	United Kingdom	UK00001556296
Young's Seafood Limited	YOUNG'S AT HEART	United Kingdom	UK00002310742
Young's Seafood Limited	YOUNG'S BUBBLY BATTER	United Kingdom	UK00002264169

Young's Seafood Limited	YOUNG'S CHIP SHOP & Device	United Kingdom	UK00002134759
Young's Seafood Limited	YOUNG'S CHIP SHOP & Device	United Kingdom	UK00002305603
Young's Seafood Limited	YOUNG'S CHIP SHOP Logo	United Kingdom	UK00003184409
Young's Seafood Limited	YOUNG'S CHIP SHOP THE NATION'S FAVOURITE & Device (Series of 2)	United Kingdom	UK00002627278
Young's Seafood Limited	YOUNG'S EASY COOK	United Kingdom	UK00002580070
Young's Seafood Limited	YOUNG'S ESTD 1805 & Device (Series of 2)	United Kingdom	UK00002444561
Young's Seafood Limited	YOUNG'S FRESH CHEF READY SEAFOOD & Device	United Kingdom	UK00002302747
Young's Seafood Limited	YOUNG'S FRESH CHEF READY SEAFOOD & Device	United Kingdom	UK00002302745
Young's Seafood Limited	YOUNG'S GASTRO	United Kingdom	UK00002593950
Young's Seafood Limited	YOUNG'S GOLDEN SCAMPI CLUSTERS & Device	United Kingdom	UK00002037039
Young's Seafood Limited	YOUNG'S LIGHTLY COATED & Device (Series of 2)	United Kingdom	UK00003034032
Young's Seafood Limited	YOUNG'S OCEANFILET & Device	United Kingdom	UK00002101384
Young's Seafood Limited	YOUNG'S Packaging Logo	United Kingdom	UK00002504496
Young's Seafood Limited	YOUNG'S PRAWNS FOR...	United Kingdom	UK00002294700
Young's Seafood Limited	YOUNG'S SENSATIONS	United Kingdom	UK00002359600
Young's Seafood Limited	YOUNG'S SIMPLY FISH	United Kingdom	UK00003143151
Young's Seafood Limited	YOUNG'S SIMPLY STEAM & Device	United Kingdom	UK00003332490
Young's Seafood Limited	YOUNG'S THE SEAFOOD COMPANY	United Kingdom	UK00002604516
Young's Seafood Limited	YOUNG'S WHY NOT PRAWNS! & Device	United Kingdom	UK00002133371
Young's Seafood Limited	YOUNGS@HEART	United Kingdom	UK00903058948

EXECUTION

THE NEW CHARGORS

Executed as a )  
Deed by **Bluecrest Foods Limited** )  
(pursuant to a resolution of its Board )  
of Directors) acting by: ) Director Stephen Ellis

Director Simon Smith

Executed as a )  
Deed by **Eight Fifty Food Group Limited** )  
(pursuant to a resolution of its Board )  
of Directors) acting by: ) Director Stephen Ellis

Director Simon Smith

Executed as a )  
Deed by **Element UK Topco Limited** )  
(pursuant to a resolution of its Board )  
of Directors) acting by: ) Director Stephen Ellis

Director Simon Smith

Executed as a )  
Deed by **Element UK Holdco Limited** )  
(pursuant to a resolution of its Board )  
of Directors) acting by: ) Director Stephen Ellis

Director Simon Smith

Executed as a  
Deed by **Element UK Midco Limited**  
(pursuant to a resolution of its Board  
of Directors) acting by:

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Director Stephen Ellis

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Director Simon Smith

Executed as a  
Deed by **FJG Logistics Limited**  
(pursuant to a resolution of its Board  
of Directors) acting by:

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Director Stephen Ellis

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Director Simon Smith

Executed as a  
Deed by **Karro Food Group Limited**  
(pursuant to a resolution of its Board  
of Directors) acting by:

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)  
Director Stephen Ellis

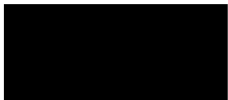
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Director Simon Smith

Executed as a  
Deed by **Karro Food Frozen Limited**  
(pursuant to a resolution of its Board  
of Directors) acting by:

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Director Stephen Ellis

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Director Simon Smith

Executed as a )  
Deed by **Karro Food Stoke Limited** )  
(pursuant to a resolution of its Board )  
of Directors) acting by: )



Director Stephen Ellis



Director Simon Smith

Executed as a )  
Deed by **Karro Property Limited** )  
(pursuant to a resolution of its Board )  
of Directors) acting by: )



Director Stephen Ellis



Director Simon Smith

Executed as a )  
Deed by **Life UK Finco Limited** )  
(pursuant to a resolution of its Board )  
of Directors) acting by: )



Director Stephen Ellis



Director Simon Smith

Executed as a )  
Deed by **Lighthouse UKCO 5 (Holdings)** )  
**Limited** (pursuant to a resolution of its Board )  
of Directors) acting by: )

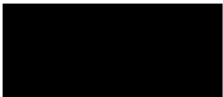


Director Stephen Ellis



Director Simon Smith

Executed as a )  
Deed by **Lighthouse UKCO 6 (Treasury** )  
**Limited** (pursuant to a resolution of its Board )  
of Directors) acting by: )



Director Stephen Ellis



Director Simon Smith

Executed as a )  
Deed by **Stirchley Bacon Co. Limited** )  
(pursuant to a resolution of its Board )  
of Directors) acting by: )

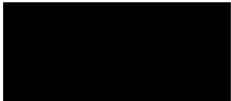


Director Stephen Ellis



Director Simon Smith

Executed as a )  
Deed by **Stirchley Bacon Holdings Limited** )  
(pursuant to a resolution of its Board )  
of Directors) acting by: )



Director Stephen Ellis



Director Simon Smith

Executed as a  
Deed by **T S Bloor Holdings Limited**  
(pursuant to a resolution of its Board  
of Directors) acting by:

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Director Stephen Ellis

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Director Simon Smith

Executed as a  
Deed by **T S Bloor & Sons Limited**  
(pursuant to a resolution of its Board  
of Directors) acting by:

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Director Stephen Ellis

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)  
Director Simon Smith

Executed as a  
Deed by **Young's Seafood International Holdings Limited**  
(pursuant to a resolution of its Board  
of Directors) acting by:

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Director Stephen Ellis

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Director Simon Smith

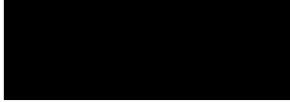
Executed as a  
Deed by **Young's Seafood Limited**  
(pursuant to a resolution of its Board  
of Directors) acting by:

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)  
Director Stephen Ellis

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)  
Director Simon Smith

**THE ADMINISTRATIVE BORROWER**

Executed as a  
Deed by **Sofina Foods Inc.** )  
(pursuant to a resolution of its Board )  
of Directors) acting by: *C Brennan* )  
 )



Authorised Signatory

who, in accordance with the laws of Canada, is  
acting under the authority of the company

**THE SECURITY AGENT**

Signed by )  
for and on behalf of **Rabobank Canada** )  
 )  
 )

Authorised Signatory

Authorised Signatory

**THE ADMINISTRATIVE BORROWER**

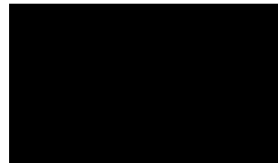
Executed as a  
Deed by **Sofina Foods Inc.** )  
(pursuant to a resolution of its Board )  
of Directors) acting by: )  
)

Authorised Signatory

who, in accordance with the laws of Canada, is  
acting under the authority of the company

**THE SECURITY AGENT**

Signed by )  
for and on behalf of **Rabobank Canada** )  
)  
)  
)



Authorised Signatory

**Kimberley Fobert**  
**Managing Director**



Authorised Signatory

**Yacouba Kane**  
**Executive Director**