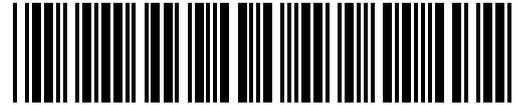




**Registration of a Charge**

Company Name: **CASHEW NEWCO LIMITED**

Company Number: **13199879**



XA86U84Q

Received for filing in Electronic Format on the: **06/07/2021**

**Details of Charge**

Date of creation: **29/06/2021**

Charge code: **1319 9879 0001**

Persons entitled: **LUCID TRUSTEE SERVICES LIMITED**

Brief description: **• LAND AND BUILDINGS ON THE EAST SIDE OF COBBOLD ROAD, LONDON WITH TITLE NUMBER / LAND REGISTRY DETAILS MX18545 (FREEHOLD). • CHAI XPRESS TRADEMARK WITH REGISTRATION NUMBER UK00908505381. • CHAI EXPRESS (SERIES OF 7) TRADEMARK WITH REGISTRATION NUMBER 2510030 • FLAMINGO TRADEMARK WITH REGISTRATION NUMBER 2439960 • FUDCO TRADEMARK WITH REGISTRATION NUMBER 1452100 • GOLDEN TREE & DESIGN TRADEMARK WITH REGISTRATION NUMBER UK00912885117 • KISMAT TRADEMARK WITH REGISTRATION NUMBER UK00906855274 • ALL OTHER ASSETS AND PROPERTIES AS FURTHER DETAILED IN THE INSTRUMENT**

**Contains fixed charge(s).**

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

**Contains negative pledge.**

**Authentication of Form**

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

## **Authentication of Instrument**

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

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



## CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 13199879

Charge code: 1319 9879 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 29th June 2021 and created by CASHEW NEWCO LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 6th July 2021 .

Given at Companies House, Cardiff on 8th July 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

## Execution version

### SECURITY ACCESSION DEED

THIS SECURITY ACCESSION DEED is dated 29 June 2021.

#### BETWEEN:

- (1) THE ENTITIES listed in Schedule 1 to this Deed as additional chargors (each being an **Additional Chargor**);
- (2) **VIBRANT MIDCO LIMITED** (formerly Cricket Midco Limited) for itself and as agent for each of the other Chargors under and as defined in the Debenture referred to below (the **Parent**); and
- (3) **LUCID TRUSTEE SERVICES LIMITED** as agent and trustee for the Secured Parties under and as defined in the Intercreditor Agreement referred to below (the **Security Agent**).

#### BACKGROUND

- (A) Each Additional Chargor is a Subsidiary of the Parent.
- (B) The Parent has entered into a debenture dated 23 May 2019 (the **Debenture**) between the Parent, Vibrant Foods Limited (formerly Cricket Bidco Limited) as the Company (under and as defined in the Debenture) and the Security Agent.
- (C) Each Additional Chargor has agreed to enter into this Deed and to become a Chargor under the Debenture. Each Additional Chargor will also, by execution of a separate instrument, become a party to the Intercreditor Agreement as an Obligor.
- (D) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

#### IT IS AGREED as follows:

##### 1. INTERPRETATION

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

##### 2. ACCESSION

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

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

### 3. SECURITY

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

- (a) All the Security created by this Deed:
  - (i) is created in favour of the Security Agent;
  - (ii) is security for the payment, discharge and performance of all the Secured Obligations; and
  - (iii) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
- (b) The Security Agent holds the benefit of this Deed on trust for the Secured Parties.
- (c) The fact that no or incomplete details of any Security Asset are inserted in the Schedules to this Deed does not affect the validity or enforceability of the Security created by this Deed.
- (d) Each Additional Chargor charges and/or assigns each of its assets pursuant to and in accordance with clauses 3, 4 and 5 of the Debenture including those assets more specifically referred to in paragraph (e) below subject to clause 6 (Excluded Assets) of the Debenture.
- (e) Subject to clause 6 (Excluded Assets) of the Debenture, each Additional Chargor:
  - (i) charges by way of first fixed charge, all Real Property owned by it and specified in Part 1 of Schedule 2 to this Deed and all Real Property acquired by it in the future;
  - (ii) charges by way of a first fixed charge all Investments (including the Shares) owned by it and specified in Part 2 of Schedule 2 to this Deed;
  - (iii) charges by way of a first fixed charge all Plant and Machinery including those specified in Part 3 of Schedule 2 to this Deed;
  - (iv) assigns by way of Security, subject to a proviso for reassignment on redemption, all of its rights in respect of the Relevant Contracts specified in Part 4 of Schedule 2 to this Deed;
  - (v) charges by way of a first fixed charge all of its rights in respect of any Material Intellectual Property including those specified in Part 5 of Schedule 2 and any future Material Intellectual Property acquired by the Additional Chargor at any time after the date of this Deed; and
  - (vi) if not subject to an assignment under clause 4 (Assignments) of the Debenture or to the extent not effectively assigned under clause 4 (Assignments) of the Debenture, charges by way of first fixed charge all its present and future right, title and interest in and to the Accounts specified in Part 6, the Relevant Contracts specified in Part 4 and to the Insurances specified in Part 7 of Schedule 2 to this Deed.
- (f) In the case of any property interests specified in Part 1 of Schedule 2 to this Deed which are leasehold, in relation to which the consent of the landlord is required in order for the relevant Additional Chargor to perform any of the foregoing obligations, the provisions of paragraph (b) of clause 6 (Excluded Assets) of the Debenture shall apply to that Additional Chargor in relation to such consent, *mutatis mutandis*.

#### 4. MISCELLANEOUS

With effect from the date of this Deed:

- (a) the Debenture will be read and construed for all purposes as if each Additional Chargor had been an original party in the capacity of Chargor (but so that the Security created on this accession will be created on the date of this Deed);
- (b) any reference in the Debenture to this Deed and similar phrases will include this Deed and all references in the Debenture to Schedule 1 (or any part of it) will include a reference to this Deed (or relevant part of it); and
- (c) the Parent, for itself and as agent for each of the other Chargors under the Debenture, agrees to all matters provided for in this Deed.
- (d) This Deed constitutes notice in writing to each Chargor of any Security in respect of a debt owed to a Chargor by any other Chargor, and each relevant Chargor confirms acknowledgement of such notice.

#### 5. GOVERNING LAW

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

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

**SCHEDULE 1**

**ADDITIONAL CHARGORS**

<b>Name and Company Number of Additional Chargors</b>	<b>Jurisdiction of incorporation</b>	<b>Address details</b>
Cashew Newco Limited (13199879)	England and Wales	Building 3 Croxley Park, Hertfordshire, United Kingdom, WD18 8YG
Everest Dairies Limited (03481276)	England and Wales	109 Coleman Road, Leicester, United Kingdom, LE5 4LE

SCHEDULE 2

PART 1

REAL PROPERTY

English Chargor	Address	Title number / Land registry details	Tenure
Cashew Newco Limited	Land and buildings on the east side of Cobbold Road, London	MX18545	Freehold

**PART 2**

**INVESTMENTS**

*None at the date of this Security Accession Deed.*

### **PART 3**

#### **SPECIFIC PLANT AND MACHINERY**

1. All Plant and Machinery owned by each Additional Chargor from time to time.

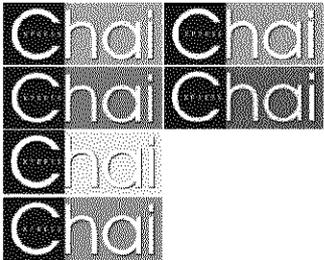
**PART 4**

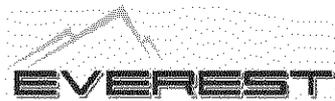
**RELEVANT CONTRACTS**

*[None at the date of this Security Accession Deed.]*

PART 5

MATERIAL INTELLECTUAL PROPERTY

Trade mark	Country	Registration Number	Application Date	Renewal Date	Class	Owner
 Chai XPRESS	European Union	8505381	24/08/2009	2029	30	Cashew Newco Limited
	Madrid Protocol (TM)	1122597	14/06/2012	2022	30	Cashew Newco Limited
	Russian Federation	1122597	14/06/2012	2022	30	Cashew Newco Limited
	Switzerland	1122597	14/06/2012	2022	30	Cashew Newco Limited
	United Kingdom	UK00908505381	24/08/2009	2029	30	Cashew Newco Limited
 Chai EXPRESS (series of 7)	United Kingdom	2510030	02/03/2009	2029	30	Cashew Newco Limited
Flamingo	United Kingdom	2439960	29/11/2006	2026	30	Cashew Newco Limited
FUDCO	United Kingdom	1452100	04/01/1991	2028	29, 30	Cashew Newco Limited
 Golden Tree & design	European Union	12885117	19/05/2014	2024	29, 30, 31	Cashew Newco Limited
	United Kingdom	UK00912885117	19/05/2014	2024	29, 30, 31	Cashew Newco Limited

KISMAT	European Union	6855274	22/04/2008	2028	29, 30	Cashew Newco Limited
	United Kingdom	UK00906855274	22/04/2008	2028	29, 30	Cashew Newco Limited
 CHARNWOOD FARMS	United Kingdom	UK00002559842	05/10/2010	05/10/2030	16, 29, 30, 32, 43	Everest Dairies Limited
	United Kingdom	UK00002553013	15/07/2010	15/07/2030	16, 29	Everest Dairies Limited
	United Kingdom	UK00002553014	15/07/2010	15/07/2030	16, 29, 30	Everest Dairies Limited
	United Kingdom	UK00002553012	15/07/2010	15/07/2030	16, 29	Everest Dairies Limited

### Domain Names

*Cashew Newco Limited:*

- <https://chaixpress.co.uk/>; and
- <http://fudco.net/maintenance.html>

*Everest Dairies Limited:*

- [www.everestdairies.com](http://www.everestdairies.com)

PART 6  
ACCOUNTS

Chargor	Currency of Accounts	Details of Bank	Account Number	Sort Code
Cashew Newco Limited	Sterling	HSBC	██████066	██████60
	Euro	HSBC	██████361	██████76
	USD	HSBC	██████396	██████76
Everest Dairies Limited	Sterling	NatWest	██████134	██████55
	Euro	NatWest	██████648	██████55

PART 7  
INSURANCES

<b>Insurer</b>	<b>Insurance Policies</b>	<b>Policy Number</b>	<b>Entity Covered</b>
QBE Insurance	Commercial Combined Policy (party to Vibrant Foods Ltd group Policy)	Y131515QBE0120A	Cashew Newco Limited
Covea Insurance	Commercial Combined Policy	PC02 021480107	Everest Dairies Limited

SIGNATORIES

The Parent

EXECUTED as a DEED by

VIBRANT MIDCO LIMITED

acting by

UMESH PARMAR

Director/Authorised signatory

in the presence of:

Signature of Witness

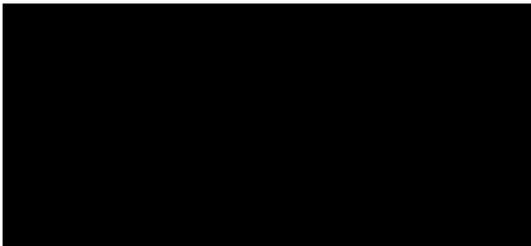
Name of Witness: A. MEYRICK-BROOK

Address of Witness

Occupation of Witness: OFFICE MANAGER

**The Additional Chargors**

**EXECUTED as a DEED by  
CASHEW NEWCO LIMITED**



acting by

*UMESH PARMAR*

Director/Authorised signatory

in the presence of:



Signature of Witness

Name of Witness: *A. MEYRICK - BROOK*

Address of Witness



Occupation of Witness: *OFFICE MANAGER*

EXECUTED as a DEED by  
EVEREST DAIRIES LIMITED



acting by

UMESH PARMAR

Director/Authorised signatory

in the presence of:



Signature of Witness

Name of Witness: A. MEYRICK - BROOK

Address of Witness

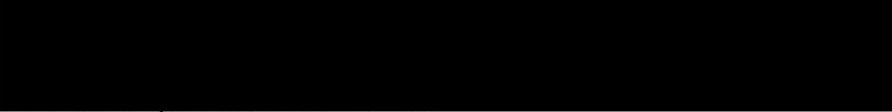


Occupation of Witness: OFFICE...MANAGER



**The Security Agent**

**LUCID TRUSTEE SERVICES LIMITED**



By: | Fergus McWilliams  
Transaction Manager

**Notice Details**

Lucid Trustee Services Limited, 6th Floor, No 1 Building  
1-5 London Wall Buildings, London Wall, London, United  
Kingdom, EC2M 5PG