

MR01

Particulars of a charge

COMPANIES HOUSE
EDINBURGH



Companies House

02 OCT 2018



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www.gov.uk/companieshouse

FRONT DESK

A fee is payable with this form
Please see 'How to pay' on the last page.

111817 £23

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument.

☐ **What this form is NOT for**
You may not use this form to
register a charge where the charge is
instrument. Use form MR01.

TUESDAY



S7F00A00

02/10/2018

#88

SCT

COMPANIES HOUSE

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



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

1 Company details

Company number S C 1 6 6 2 3 6

Company name in full ALTA LIMITED

For official use
2

→ Filling in this form

Please complete in typescript or in
bold black capitals.

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date d 2 d 7 m 0 m 9 y 2 y 0 y 1 y 8

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge.

Name COOPERATIEVE RABOBANK U.A.

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below.

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge.

MR01

Particulars of a charge

4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.

Brief description

N/A

Please submit only a short description if there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument".

Please limit the description to the available space.

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.

☒ **Yes**
☐ **No**

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box.

☐ **Yes** Continue

☒ **No** Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ **Yes**

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box.

☐ **Yes**
☒ **No**

8

Trustee statement ^①

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge.

☐

^① This statement may be filed after the registration of the charge (use form MR06).

9

Signature

Please sign the form here.

Signature

Signature



Member on behalf of
MacRoberts LLP

X

This form must be signed by a person with an interest in the charge.

MR01

Particulars of a charge



Presenter information

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

Contact name **Hannah Ward (COO/82/6)**

Company name **MacRoberts LLP**

Address **Excel House, 30 Sempole Street**

Post town **Edinburgh**

County/Region

Postcode **E H 3 8 B L**

Country

DX **ED207**

Telephone **0131 248 2177**



Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register.
- ☐ You have included a certified copy of the instrument with this form.
- ☐ You have entered the date on which the charge was created.
- ☐ You have shown the names of persons entitled to the charge.
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
- ☐ You have given a description in Section 4, if appropriate.
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.
- ☐ Please do not send the original instrument; it must be a certified copy.



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House.'



Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:

For companies registered in England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

For companies registered in Scotland:

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post).

For companies registered in Northern Ireland:

The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG.
DX 481 N.R. Belfast 1.



Further information

For further information, please see the guidance notes on the website at www.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 166236

Charge code: SC16 6236 0002

The Registrar of Companies for Scotland hereby certifies that a charge dated 27th September 2018 and created by ALTA LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd October 2018.

Given at Companies House, Edinburgh on 8th October 2018



Companies House



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



Facility agreement business financings

MACROBERTS
LLP

Contents

We hereby offer you financing. If you sign this offer, there will be an agreement. The conditions and modules which are declared to be applicable will then form part of the agreement. The agreement contains rights, obligations and powers, for you as well as for us. You will also give certain representations and warranties to us under the agreement.

This offer contains the following:

1. You and Rabobank
2. What is our offer?
3. The security rights
4. What else do we agree with you?
5. What else do you have to do?
6. Representations, warranties and signatures

1. You and Rabobank

You are:

Statutory name	Koepon Holding B.V.
Statutory seat	Feerwerd, gemeente Winsum
Trade registry number	02040692

Statutory name	Koepon Genetics B.V.
Statutory seat	Feerwerd, gemeente Winsum
Trade registry number	02040692

Statutory name	Alta Nederland B.V.
Statutory seat	Garnwerd, Gemeente Winsum
Trade registry number	02057394

Statutory name	DairyXL Management Services B.V.
Statutory seat	Feerwerd, gemeente Winsum
Trade registry number	64378225

Statutory name	Alta Deutschland GmbH
Statutory seat	Uelzen, Germany
Trade registry number	HRB 120382 (AG Lüneburg)

Statutory name	ALTA ITALIA S.R.L.
Statutory seat	Paullo, Italy
Trade registry number	MI - 1980619

Statutory name	ALTA LIMITED
Statutory seat	Glasgow, Scotland
Trade registry number	166236

Are there multiple, when applicable legal, persons? If so, we mean all of you jointly as well as each of you individually when referring to "you".

We are Coöperatieve Rabobank U.A. with its statutory seat at Amsterdam, The Netherlands, registered at the Dutch trade registry under number 30046259.

2 What is our offer?

You have requested us, when applicable online, to provide you with financing. We have discussed your request with you. This discussion has resulted in the following offer.

We offer you the following financing in euro in an amount of € 3,000,000. This amount will be made available as follows:

A credit of € 3,000,000.

We describe this financing and the applicable conditions in more detail below. These conditions contain obligations for you as well as for us. You and we have to comply with these obligations. When referring to the general conditions below, we mean the applicable General conditions for business financings of Rabobank.

How may you use the credit facility?

You may use the credit facility on any current account listed behind your name in the annex 'Liabilities and powers', or on a current account to be listed in an updated version of that annex in the future. We apply netting of balances. Have we entered into an agreement with you with respect to netting of balances for current accounts in the past? If so, that agreement will no longer apply and only the terms in this agreement will apply. This means that our calculation of the available credit amount will be based on the combined balance. Please note: the exchange rate of a foreign currency also determines how much credit you may use. In the general conditions you can find information on how we calculate the combined balance from time to time.

Each current account may have a debit position up to the maximum debit position for that account. This maximum debit position is listed in the annex. However, you may not have an aggregate debit position exceeding a combined balance in an amount of € 3,000,000. The maximum aggregate debit position of these current accounts is what we call the credit limit.



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Please note: the sum of all debit positions may exceed the credit limit if there are also credit positions. You are jointly and severally liable (hoofdelijk aansprakelijk) for these debit positions.

The 'Financings in foreign currency' Module 2017 (Module 'Financieringen in vreemde valuta' 2017) also applies to the debit positions on current account(s) in foreign currencies.

You may repay the used part of the credit facility at any time. The credit facility can then be used again up to the credit limit.

You agree with us that you will grant us a right of pledge over the credit position on these current accounts. You hereby grant us a right of pledge over any credit position you have on the current accounts now or which you may have on the current accounts in the future. This right of pledge is created as security for all amounts any of you owes to us. These may be amounts you owe to us now or amounts that you may owe to us in the future. Not only in connection with this agreement but also in connection with any other legal relationship between you and us. You hereby notify us of the right of pledge, as a result of which this right of pledge is a disclosed right of pledge. This applies to each current account listed in the annex 'Liabilities and powers'. And to each current account which may be listed in an updated version of that annex in the future.

Each of you will have obligations to us in connection with this credit facility. For example, the obligation to fully repay the used part of the credit facility, or to fully repay debit positions on the current accounts. You have these obligations even if you may not use the credit facility yourself. In the general conditions you will find more information on this subject.

Purpose

You may use the credit facility only for your business activities or your professional activities.

Availability and tenor of the credit facility

We will make the credit facility available to you after you have complied with all conditions set forth in this agreement.

The credit facility is made available until further notice. We may terminate (opzeggen) the credit facility at any time and so may you. You will then immediately repay the used part of the credit facility. We may also reduce the credit limit and so may you. In the general conditions you will find more information on this subject.

How much interest and which fees do you have to pay in connection with the credit facility?

You must pay interest on the debit position on each current account in respect of which the credit facility can be used. For current accounts in euro the following applies.

Interest for debit positions in euro

For current accounts in euro the following applies.

EURIBOR plus surcharge

The interest consists of the average 1-month EURIBOR rate as determined during a month plus a surcharge (opslag) which is currently 1.90%-point. We may change the surcharge at any time.

The interest can never be lower than the applicable surcharge.

The pricing is revised annually on the basis of the pricing grid in the documentation of the agreement with Rabobank New York.

Applicable provisions Italian law

Are you a legal entity with a statutory seat in Italy? In that case and notwithstanding any other term of this agreement, you and we agree the following:

- (i) we will only compound the interest due and payable by you if it is allowed by the applicable provisions of Italian law.
- (ii) should the interest (including default interest) together with any fee, cost or other payments (but excluding taxes) due and payable by you at any time exceed the maximum rate permitted by Italian law or any other applicable law or regulation dealing with usury (woekerrente)? If so, this interest will automatically be reduced to the maximum rate permitted and for the shortest possible period (if applicable).

Interest for debit positions in a foreign currency

For current accounts in Australia Dollars the following applies:

Rabo Credit Line

The interest consists of the average 1-month Australian Bank Bill rate for AUD plus a surcharge (opslag) which is currently 1.90%-point. We may change the surcharge at any time. As a result, the interest rate you must pay may increase or decrease from time to time.

In the calendar month August the interest was 1.860% per year. This interest rate is indicative. The interest can never be lower than the applicable surcharge.

For current accounts in Canada Dollars the following applies:

Rabo Credit Line

The interest consists of the average 1-month Canadian Bankers Acceptance rate for CAD plus a surcharge (opslag) which is currently 1.90%-point. We may change the surcharge at any time. As a result, the interest rate you must pay may increase or decrease from time to time.

In the calendar month August the interest was 1.835% per year. This interest rate is indicative. The interest can never be lower than the applicable surcharge.

For current accounts in British Pound the following applies:

Rabo Credit Line

The interest consists of the average 1-month LIBOR rate for GBP plus a surcharge (opslag) which is currently 1.90%-point. We may change the surcharge at any time. As a result, the interest rate you must pay may increase or decrease from time to time.

In the calendar month August the interest was 0.72% per year. This interest rate is indicative. The interest can never be lower than the applicable surcharge.

For current accounts in New Zealand Dollars the following applies:

Rabo Credit Line

The interest consists of the average 1-month New Zealand Bank Bill rate for NZD plus a surcharge (opslag) which is currently 1.90%-point. We may change the surcharge at any time. As a result, the interest rate you must pay may increase or decrease from time to time.

In the calendar month August the interest was 1.820% per year. This interest rate is indicative. The interest can never be lower than the applicable surcharge.

For current accounts in Polish zloty the following applies:



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Rabo Credit Line

The interest consists of the average 1-month WIBOR rate for PLN plus a surcharge (opslag) which is currently 1.90%-point. We may change the surcharge at any time. As a result, the interest rate you must pay may increase or decrease from time to time.

In the calendar month August the interest was 1.540% per year. This interest rate is indicative. The interest can never be lower than the applicable surcharge.

For current accounts in United States Dollars the following applies:

Rabo Credit Line

The interest consists of the average 1-month LIBOR rate for USD plus a surcharge (opslag) which is currently 1.90%-point. We may change the surcharge at any time. As a result, the interest rate you must pay may increase or decrease from time to time.

In the calendar month August the interest was 2.11% per year. This interest rate is indicative. The interest can never be lower than the applicable surcharge.

Calculation and payment

Each quarter we calculate the amount of interest which is due and payable in arrears. Interest which is due and payable must be paid on the first day of the following period (interest payment date).

Combined calculation for current accounts in euro

We calculate the interest in euro also over the combined position in euro. Is this combined position a credit position? If so, we use the credit interest agreed for current account NL90RABO0126237824. Is this combined position a debit position? If so, we use the debit interest referred to above.

Is the calculated amount of interest over the combined position higher or lower than the aggregate amount of interest you have already paid on the current accounts in euro listed in the annex to this agreement? If so, we will debit the difference from or, as the case may be, credit the difference to the following current account: NL90RABO0126237824. We may change this current account at all times. We will do this calculation and effect payment each period of three months in arrears, for the first time on 31 December 2018.

You will find more information about interest compensation in the general conditions in the clause 'What applies if we have agreed to a netting of balances (saldocompensatie) with you' of the general conditions.

Combined calculation for current accounts in British Pound

We calculate the interest in British Pound also over the combined position in British Pound. Is this combined position a credit position? If so, we use the credit interest agreed for current account NL90RABO0126237824 GBP. Is this combined position a debit position? If so, we use the debit interest referred to above.

Is the calculated amount of interest over the combined position higher or lower than the aggregate amount of interest you have already paid on the current accounts in British Pound listed in the annex to this agreement? If so, we will debit the difference from or, as the case may be, credit the difference to the following current account: NL90RABO0126237824 GBP. We may change this current account at all times. We will do this calculation and effect payment each month in arrears, for the first time on 31 December 2018.

You will find more information about interest compensation in the general conditions in the clause 'What applies if we have agreed to a netting of balances (saldocompensatie) with you' of the general conditions.

Combined calculation for current accounts in Polish zloty

We calculate the interest in Polish zloty also over the combined position in Polish zloty. Is this combined position a credit position? If so, we use the credit interest agreed for current account NL90RABO0126237824 PLN. Is this combined position a debit position? If so, we use the debit interest referred to above.

Is the calculated amount of interest over the combined position higher or lower than the aggregate amount of interest you have already paid on the current accounts in Polish zloty listed in the annex to this agreement? If so, we will debit the difference from or, as the case may be, credit the difference to the following current account: NL90RABO0126237824 PLN. We may change this current account at all times. We will do this calculation and effect payment each month in arrears, for the first time on 31 December 2018.

You will find more information about interest compensation in the general conditions in the clause 'What applies if we have agreed to a netting of balances (saldocompensatie) with you' of the general conditions.

Fee

Commitment fee

You must pay a commitment fee over the unused portion of the credit limit. In case the credit facility is being used on multiple current accounts, we calculate the commitment fee on the basis described in the general conditions.

The commitment fee is currently 0.35% per year. We calculate this fee each quarter in arrears. You must always pay the commitment fee on the last business day of the period (payment date).

We may change the level of the fee(s) at any time.

How else can you use the credit facility?

Bank guarantees

May you use the credit facility yourself? If so, you may also request us to issue bank guarantees up to the limit. We are not obliged to issue bank guarantees. Have we issued a bank guarantee? If so, you will be considered to be using the credit facility. As long as a bank guarantee remains outstanding, an amount equal to this bank guarantee of the credit facility cannot be used.

In the general conditions you will find more information on how we deal with a claim made under a bank guarantee. Have we paid a claim under a bank guarantee? If so, you will immediately pay us an amount equal to the amount we have paid under the bank guarantee. This obligation is what we call the counter-guarantee.

Has the credit facility been terminated in a situation where one or more bank guarantees are still outstanding? If so, the counter-guarantee will continue to apply for each outstanding bank guarantee. All other provisions we have agreed with you for each outstanding bank guarantee will also continue to apply. This also applies to bank guarantees we have not yet issued, but which you have previously requested us to issue.



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You must pay a handling fee for each bank guarantee issued by us. We will determine the amount of this fee at the moment of issuing the bank guarantee. We will take into account, among other things, the amount of the bank guarantee, whether we can use our own templates, and whether a third party will need to be involved, as well as the identity of the beneficiary of the bank guarantee.

Documentary credits (accreditieven)

May you use the credit facility yourself? If so, you may also request us to issue documentary credits (accreditieven) up to the credit limit. We are not obliged to issue documentary credits. If we issue a documentary credit, you will be considered to be using the credit facility. As long as a documentary credit remains outstanding, this part of the credit facility cannot be used.

The agreement between you and us with respect to bank guarantees also applies to documentary credits. Do we issue a documentary credit? If so, we may require you to first sign additional documents. These documents may contain, among other things, provisions with respect to the counter-guarantee.

3. Security rights

Which security rights must be granted to us?

You or another party will grant us one or more security rights. Is another party obliged to grant us security rights? If so, you ensure that those security rights will effectively be granted. Below you will find a description of the security rights which must be granted.

Other Dutch security rights

- Incoming credit allocation of € 3.000.000 (Garantie Trade Services)..

Which other arrangements will apply?

Creation of security rights pursuant to this agreement

You hereby create the security rights described in the general conditions and the General Banking Conditions. For example, a right of pledge over claims, such as a right of pledge over an indemnity right you have against each other. In the general conditions we explain what we mean by an indemnity right.

Does the right of pledge relate to claims you have against each other or against us? If so, you hereby notify each other and us of this right of pledge, as a result of which the right of pledge constitutes a disclosed right of pledge (openbaar pandrecht).

Which obligations are secured by the security rights?

All security rights created by you or a third party secure all amounts you owe to us. These may be amounts you owe to us now or that you may owe to us in the future. Not only in connection with this agreement but also in connection with any other legal relationship between you and us. The scope of the secured obligations may be different if stated explicitly above with respect to a security right.

We will inform you which documents you or a third party must sign. And what you must further do in connection with the creation or granting of the security rights. You must pay the costs in connection with the creation of these security rights.

Insurance

You must ensure that all assets over which a security right has been created or will be created in favour of us will at all times be properly insured as is customary for your business. This insurance must at all times provide sufficient insurance cover to replace or repair those assets

in full in case of damage. You will provide evidence with respect to the insurance cover of an asset if we request you to do so. Please note: we will use this information only for the purpose of an assessment of the security rights for the financing.

4 What else do we agree with you?

Do you consist of multiple (legal) persons?

If so, you may jointly exercise the rights under this agreement. But each of you may also individually exercise his, her or its rights under this agreement.

You may, for example, sign on behalf of each other in connection with an amendment of this agreement, the creation of security rights or the accession and resignation of a client. You must always inform each other about this. Each of you hereby also grants a power of attorney to each other person to act individually on your behalf.

You will find more information about this in the general conditions.

In some cases not each of you may exercise a right. For example, the right to use the credit facility. Or to request us to issue bank guarantees. This is specified in the annex 'Liabilities and powers'. The power of attorney referred to above does not apply in those cases.

Are you a legal entity?

If so, you grant a power of attorney to each of your directors to individually represent you in connection with the agreement.

Joint and several liability (hoofdelijke aansprakelijkheid)

You are jointly and severally liable (hoofdelijk aansprakelijk). This means that we may enforce the provisions and obligations under this agreement against each of you individually. Does any of you meet the obligations? If so, he/she will do so on behalf of all of you. Does the column Joint and several liability in the annex 'Liabilities and powers' contain an "X" against your name for the credit facility? If so, we may not enforce repayment by you of the financing(s) or, for example, interest or fees in connection therewith. You will find more information about this in the general conditions.

Are you a legal entity with a statutory seat in Italy? Pursuant to article 1938 of the Italian Civil Code your liability will in that case not exceed a maximum amount equal to the lesser of:

- (i) EUR 3,000,000, or
- (ii) your total net worth.

The total net worth is the total value of your patrimonio netto as set out in article 2424 of the Italian Civil Code at the time of payment.

When may we terminate the financing?

'Chapter 9: When may we terminate the financing?' of the general conditions provides under which circumstances we may terminate financing made available to you.

How do you pay?

We may debit a current account you hold with us with amounts payable by you to us. You will find more information about this in the general conditions.

Calculation and settlement

With respect to the calculation of interest, costs, compensation and fees, the following applies. We will determine the periods over which these amounts will be calculated and paid.



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We will also determine the calculation method and the valuation date arrangements (valuteringsregeling) to be used. We may change the calculation period (berekeningsperiode), the calculation method (berekeningsmethode), the settlement period (afrekenperiode), the valuation date arrangements and the administration method. We may also change the payment dates on which you must pay these amounts.

Information you must provide to us

In 'Chapter 6: Which provisions apply to each financing?' in the paragraph 'Provisions about providing and receiving information' of the general conditions you will find which provisions apply with respect to information which must be provided by you to us. In addition thereto, we agree the following with you.

Financial information

You must provide us each year with the following information:

- your consolidated annual accounts with respect to the most recently ended financial year. Unless indicated otherwise above, you must provide us with this information 6 months after the end of each financial year.

Making the financing available

We will make the financing available to you, if all conditions of this agreement have been met.

Please note: the ultimate availability date for the the credit facility/facilities is 18 December 2018.

If it is not possible to make the financing available to you on this ultimate date (for example because not all conditions have been met), you will be in default and we will be entitled to the following:

- to demand performance (nakoming) of this agreement in whole or in part;
- to rescind (ontbinding) this agreement in whole or in part; and
- to claim damages.

Under which circumstances do we not have to make the financing available?

'Chapter 9: When are we entitled to terminate the financing?' of the general conditions provides which events will entitle us to claim immediate repayment of the financing. What if we have not yet made the financing available and these events occur? If so, we will not be obliged to make the financing available. We may then claim that you will indemnify us.

Handling fee

You do not have to pay a handling fee to us.

Are you a legal entity with a statutory seat in Italy? In that case we notify you in writing of any changes which are unfavourable to you. The changes will in any event take effect in accordance with the requirements of section 118 of the Consolidated Banking Law, No. 385/1993, and its secondary legislation. You and we hereby acknowledge and accept that this agreement and each of the provisions contained herein have been negotiated between us. Therefore

- (i) section 1341 and following sections of the Italian Civil Code, or
- (ii) the provisions regarding pre-contractual information and publicity pursuant to section II of Bank of Italy regulation in respect to "Trasparenza delle operazioni e dei servizi bancari e finanziari" dated 29 July 2018 and published in Gazzetta Ufficiale on 10 September 2018 (as amended from time to time),

do not apply.

Applicable law and competent court

Netherlands law applies to this offer, the agreement and to the powers of attorney granted therein.

The foregoing does not apply if you are obliged to pledge or assign a claim to us which is not governed by Netherlands law. In that case, such obligation will be governed by the law which applies to that claim.

The terms used in this offer, the agreement and to the powers of attorney granted therein to express legal concepts, although in English, refer, unless stated otherwise, to Dutch legal concepts only and the consequences of the use of these terms in English law or any other foreign law will be disregarded.

Disputes can only be referred by you to the court in Amsterdam.

5. What do you further have to do?

Which documents do we need to receive from you?

You must provide us with the documents listed in the annex 'Documents to be provided'. The documents must be acceptable to us.

6. Representations, warranties and signatures

This offer is valid until (and including) 25 September 2018.

Have we not received on that date a copy of this offer duly signed by each of you? If so, this offer will expire and you can no longer derive any rights from it.

Has each of you duly signed this offer and have we received it on time? If so, this offer constitutes the agreement and you and we are then bound by this offer.

In that case, the following also applies.

A. The following general conditions and modules apply to this agreement:

- the general conditions for business financings of Rabobank 2018,
- the General Banking Conditions, and
- the 'Financings in foreign currency' Module 2017 (Module 'Financieringen in vreemde valuta' 2017).

B. You represent and warrant that you:

- have received all general conditions and modules which are referred to in this agreement,
- agree with the manner in which they have been provided to you, and
- have been able to read these general conditions.

C. We may provide you (also exclusively by means of online communication) with:

- notifications,
- information,
- an offer with respect to, for example, an interest rate
- documents, and
- changes and additions to the general conditions.

We may do so to only one of you. In that case, you must inform each other hereof.

Do you wish to send us a notification? You must do so at the address of the local bank where you do business.



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- D. You represent and warrant that:
- you have received all required resolutions, approvals, consents and positive advice. These may be necessary to enter into this agreement pursuant to statutory provisions or your articles of association, and
 - entering into this agreement has sufficient corporate benefits for you and falls within the scope of the purpose clause of your articles of association.
- E. You are aware of and accept that the fact that you and we enter into this agreement in English does not mean that all our further communication with you or our further services to you will always be in English.

Signatures

You

Koepon Holding B.V.

Place of signing

FEERWERD

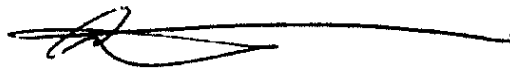
Date of signing

27/5/18

Legal representative

C.J. Hartmans

Signature



Koepon Genetics B.V.

Place of signing

Feerwerd

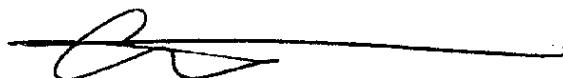
Date of signing

27/5/18

Legal representative

C.J. Hartmans

Signature



Alta Nederland B.V.

Place of signing

Feerwerd

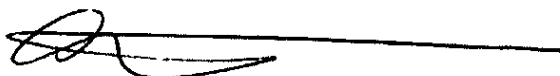
Date of signing

27/5/18

Legal representative

C.J. Hartmans

Signature





Rabobank

DairyXL Management Services B.V.

Place of signing

Feerwerd

Date of signing

27/5/18

Legal representative

C.J. Hartmans

Signature

Alta Deutschland GmbH

Place of signing

Feerwerd

Date of signing

27/5/18

Legal representative

Geschäftsführer M. Wenzlau

Signature

ALTA ITALIA S.R.L.

Place of signing

Feerwerd

Date of signing

27/5/18

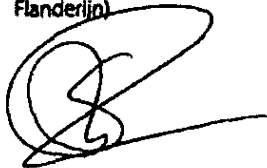
Legal representative

M. Wenzlau

Signature

Place of signing Feerwerd
Date of signing 27/9/18
Legal representative S.D.G. Flanderijn (in het Italiaans handelsregister vermeld als Sanders Flanderijn)

Signature



ALTA LIMITED

Place of signing Feerwerd
Date of signing 27/9/18
Legal representative S.D.G. Flanderijn

Signature



Place of signing FOUNTAIN COURT, ST ALBANS, UK

Date of signing 27th SEPTEMBER 2018

Legal representative C.E.K. Watson

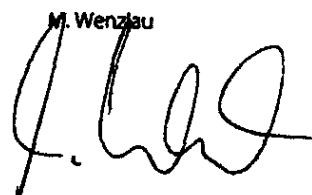
Signature C.E.K. Watson

Place of signing Feerwerd

Date of signing 27/9/18

Legal representative M. Wenzlau

Signature





Rabobank

On behalf of us (Rabobank)

Place of signing **Utrecht**

Date of signing **27-09-2018**

Signature

Bert Valkenburg
Senior Relationship-
manager Food & Agri-
business.

Richard Verhoeff
Manager Food & Agri-
business

Annex 'Liabilities and powers'

An "X" in the column "Use" against the name of a client means that that client may use the credit facility. An "X" in the column "Jointly and severally liable" against the name of a client means that that client is jointly and severally liable (hoofdelijk aansprakelijk) for the obligations under the credit facility

The credit facility

Client	Jointly and severally liable	Use	Account number	Maximum debit position
Koepon Holding B.V.	X	X	NL90RABO0126237824	€ 3,000,000
			NL90RABO0126237824 AUD	\$A 4,800,000
			NL90RABO0126237824 CAD	C\$ 4,500,000
			NL90RABO0126237824 GBP	£ 2,600,000
			NL90RABO0126237824 NZD	NZ\$ 5,200,000
			NL90RABO0126237824 PLN	zł 12,900,000
			NL90RABO0126237824 USD	\$ 3,400,000
Koepon Genetics B.V.	X	X	NL87RABO0109963121	€ 3,000,000
Alta Nederland B.V.	X	X	NL91RABO0121982416	€ 3,000,000
			NL68RABO0135616956	€ 3,000,000
			NL84RABO0325392706	€ 3,000,000
DairyXL Management Services B.V.	X	X	NL79RABO0307923096	€ 3,000,000
Alta Deutschland GmbH	X	X	NL46RABO0123575869	€ 3,000,000
ALTA ITALIA S.R.L.	X	X	NL44RABO0172939399	€ 3,000,000
ALTA LIMITED	X	X	NL56RABO0177466561	€ 3,000,000
			NL56RABO0177466561 GBP	£ 2,600,000



Annex 'Documents to be provided' **Rabobank**

- Are you a legal entity with a statutory seat in Germany? If so, you will also provide us with the following documents:
 - o a copy of the resolution of the general meeting of shareholders, in which they confirm, to the extent relevant, the Befreiung of the geschäftsführende Gesellschafter pursuant to Artikel 181 BGB (conflict of interest);
- Are you a legal entity with a statutory seat in Italy? If so, you will also provide us with the following documents:
 - o a copy of the resolution of the management board or similar body. Such resolution must be dated on or before the date of the agreement. Such resolution must contain: (a) a confirmation that accepting this offer has sufficient corporate benefits for you and (b) your agreement with (the terms and conditions of) this offer;
- Are you a legal entity with a statutory seat in Scotland? If so, you will also provide us with the following documents:
 - o a copy of the resolution of the management board or similar body. Such resolution must be dated on or before the date of the agreement. Such resolution must contain: (a) a confirmation that accepting this offer has sufficient corporate benefits for you and (b) your agreement with (the terms and conditions of) this offer;
 - o a copy of a officer's certificate (including an incumbency section). Such certificate must be dated on or before the date of the agreement; and
- (A) legal opinion(s) with respect to this Facility agreement business financings.