

MR01  
Particulars of a charge



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

You can use the WebFiling service to file this form online  
Please go to [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

☒ **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 there is  
instrument Use form MR08

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 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.**



\*A52AY6D4\*  
A09 08/03/2016 #120  
COMPANIES HOUSE

TUESDAY

**1 Company details**

Company number 0 0 0 3 1 8 0 1

Company name in full ANGLIA MALTINGS (HOLDINGS) LIMITED ✓

For official use

→ **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 d1 d6 m0 m2 y2 y0 y1 y6

**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 Lloyds Bank plc

Name HSBC Bank plc

Name HSBC Invoice Finance (UK) Limited

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

None.

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 <sup>1</sup>**

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

☐

<sup>1</sup> This statement may be filed after the registration of the charge (use form MR06)

9

**Signature**

Please sign the form here

Signature

Signature

X

*David Piper UK LP*

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 Victoria Steele

Company name DLA Piper UK LLP

Address Victoria Square House

Victoria Square

Birmingham

Post town

County/Region

Postcode B 2 4 D L

Country

DX DX 13022 BIRMINGHAM 1

Telephone 08700 111 111

**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 £13 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.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

**This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)**



FILE COPY

DX

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

Company number: 31801

Charge code: 0003 1801 0008

The Registrar of Companies for England and Wales hereby certifies that a charge dated 16th February 2016 and created by ANGLIA MALTINGS (HOLDINGS) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th March 2016.

Given at Companies House, Cardiff on 14th March 2016

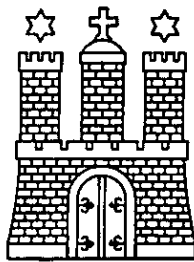


**Companies House**



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

## Certified Copy



WE HEREBY CERTIFY THIS TO BE A TRUE COPY  
OF THE ORIGINAL

DATE 7 March 2016

SIGNED DLA Piper UK LLP  
DLA PIPER UK LLP

## NOTARIAL DEED

of the Public Notary

DR. MARCUS RESKI

**Notarial Deed**

In this Free and Hanseatic City of Hamburg

on 16 February 2016

appeared before me, the Hamburg Notary

**Dr. Marcus Reski**

with offices at Neuer Wall 75, 20354 Hamburg, Germany,

at my offices Neuer Wall 75, 20354 Hamburg, Germany

- 1 Dr Hans Henning Hoff,  
born on 5 January 1972,  
business address Neuer Wall 63, 20354 Hamburg,  
personally known to me,

a c t i n g not for himself, but based on a Power of Attorney dated 10 February 2016 the original of which was presented to me and a copy of which that is hereby certified is attached to this protocol, for and on behalf of

**Anglia Maltings (Holdings) Limited**

a limited liability company incorporated under the laws of England and registered with the Companies House of England and Wales under registration number 00031801, with registered offices at Great Ryburgh, Fakenham, Norfolk NR21 7AS

- 2 Ms Ronja Hecker,  
born on 8 March 1988,  
business address Jungfernstieg 7, 20354 Hamburg,  
identified by German Identity Card No 513003352,

a c t i n g not for herself, but – under exclusion of any personal liability –

- a) as attorney without prior authorization (*Vertreterin ohne Vertretungsmacht*), indicating to provide a respective ratification declaration subsequently, for and on behalf of

**LLOYDS BANK PLC,**

a public limited company under the laws of England having its registered office at 25 Gresham Street, London EC2V 7HN, and registered with registration no 00002065,

- b) as attorney without prior authorization (*Vertreterin ohne Vertretungsmacht*), indicating to provide a respective ratification declaration subsequently, for and on behalf of

**HSBC BANK PLC,**

a public limited company incorporated under the laws of England having its registered office at 8 Canada Square, London E14 5HQ, and registered with registration no 00014259,

- c) as attorney without prior authorization (*Vertreterin ohne Vertretungsmacht*), indicating to provide a respective ratification declaration subsequently, for and on behalf of

**HSBC Invoice Finance (UK) Limited,**

a limited liability company incorporated under the laws of England having its registered office at 21 Farncombe Rd , Sussex, BN11 2BW, and registered with registration no 00759657

The persons present before me requested this Deed to be recorded in the English language I, the acting Notary, being proficient in the English language, ascertained that the persons present before me are also in sufficient command of the English language After having been advised by me, the acting Notary, of their right to obtain the assistance of a sworn translator and to obtain a certified translation of this Deed, the persons before me waived all such rights

The persons present before me asked for the notarial recording of the following

**DATED**

**16 February 2016**

**(1) ANGLIA MALTINGS (HOLDINGS) LIMITED**  
**as Pledgor**

**(2) LLOYDS BANK PLC**  
**as Security Agent**

**(3) THE FINANCIAL INSTITUTIONS LISTED IN SCHEDULE 1**  
**as Present Pledgees**

**SHARE PLEDGE AGREEMENT**  
**(*Geschäftsanteilsverpfändung*)**  
**relating to**  
**all the shares in Tivoli Malz GmbH**



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THIS SHARE PLEDGE AGREEMENT (the "Agreement") is made on 16 February 2016

**BETWEEN:**

- (1) **ANGLIA MALTINGS (HOLDINGS) LIMITED**, a limited liability company under the laws of England having its registered office at Great Ryburgh, Fakenham, Norfolk NR21 7AS, and registered with registration no 00031801, as pledgor (the "**Pledgor**"),
- (2) **LLOYDS BANK PLC**, a public limited company under the laws of England having its registered office at 25 Gresham Street, London EC2V 7HN, and registered with registration no 00002065, as security agent and present pledgee (the "**Security Agent**"), and
- (3) **THE FINANCIAL INSTITUTIONS**, listed in SCHEDULE 1 (*The Additional Pledgees*) in their various capacities under the Facilities Agreement (as defined below) (the "**Additional Pledgees**" and together with the Security Agent the "**Present Pledgees**")

**BACKGROUND:**

- A Pursuant to a facilities agreement dated on or about the date hereof between, *inter alios*, the Pledgor as original borrower, the Security Agent as agent and the Present Pledgees as finance parties, (the "**Facilities Agreement**"), the Financiers (as defined below) have agreed to grant certain facilities to the Pledgor
- B The terms of an intercreditor agreement dated on or about the date hereof between, *inter alios*, the Security Agent, the Borrowers (as defined below) and the Financiers (as defined below) and the Present Pledgees (the "**Intercreditor Agreement**") provide for a separate and independent obligation of any Obligor (as defined below) to pay to the Security Agent an amount which is equal at any time to the aggregate of all amounts owed at that time by that Obligor (as defined below) to the Finance Parties (as defined below) (the "**Parallel Debt**") The Security Agent will hold and administer the security created under this Agreement as trustee (*Sicherheltentreuhandler*) under German law for the benefit of the Pledgees and on its own behalf in its capacity as creditor of the Parallel Debt, in each case in accordance with the terms of the Intercreditor Agreement
- C It is a condition precedent under the Facilities Agreement that the Pledgor provides certain security to the Security Agent for the benefit of the Finance Parties (as defined below) in order to secure the Secured Obligations (as defined below)
- D The registered share capital (*Stammkapital*) of the Company (as defined below) totals EUR 5,000,000 (in words euros five million) and is represented by four (4) shares the share with consecutive number (*laufende Nummer*) 1 has the nominal amount of EUR 1,494,000 (in words euros one million four hundred ninety four thousand), the share with consecutive number 2 has the nominal amount of EUR 6,000 (in words euros six thousand), the share with consecutive number 3 has the nominal amount of EUR 1,000,000 (in words euros one million), the share with consecutive number 4 has the nominal amount of EUR 2,500,000 (in words euros two Million five hundred thousand) (together the "**Shares**") The Pledgor will acquire (*erwerben*) the Shares from HEMERA Vermögensverwaltungsgesellschaft mbH in accordance with the Acquisition Agreement (as defined below) Upon closing (*Vollzug*) of the share acquisition (the "**Share Acquisition**") the Pledgor will hold all the Shares

## IT IS AGREED:

### 1 DEFINITIONS AND INTERPRETATIONS

#### 1.1 Definitions

In this Agreement

**"Acquisition Agreement"** means the acquisition agreement dated on or about the date hereof relating to the sale and purchase of all shares in the Company and made between the Pledgor as purchaser and HEMERA Vermögensverwaltungsgesellschaft mbH as seller,

**"BGB"** means the German Civil Code (*Bürgerliches Gesetzbuch*),

**"Borrowers"** means the Pledgor and any person acceding as additional borrower to the Facilities Agreement,

**"Business Day"** means a day (other than a Saturday or Sunday) on which banks are open for general business in London and Frankfurt,

**"Company"** means Tivoli Malz GmbH, a limited liability company (*Gesellschaft mit beschränkter Haftung*) under the laws of Germany having its registered office at Hamburg and registered with the commercial register (*Handelsregister*) at the local court (*Amtsgericht*) of Hamburg under registration no HRB 59816,

**"Default"** means a Termination Event or any event or circumstance specified in the Facilities Agreement which would (with the expiry of a grace period, the giving of notice, the making of any determination under the Finance Documents or any combination of any of the foregoing) be a Termination Event,

**"Enforcement Event"** has the meaning given to such term in clause 8 1,

**"Finance Documents"** means the Facilities Agreement, any accession letter to the Facilities Agreement, any ancillary document in respect of any ancillary facility made available under the Facilities Agreement, any compliance certificate relating to the Facilities Agreement, any Hedging Agreement, the Security Documents, any fee letter, the Intercreditor Agreement, any other document that may be entered into pursuant to any of the foregoing in relation to the Facilities Agreement and any other document designated as a "Finance Document",

**"Finance Parties"** means the Present Pledges and any person acceding to the Finance Documents as additional financier or hedging provider and any of their successor(s) from time to time,

**"Financier"** means HSBC Bank Plc , Lloyds Bank Plc and any bank, financial institution, trust, fund or other entity which has become a party to the Facility Agreement as financier and any of their successor(s) from time to time,

**"Future Pledgee"** means any person which becomes a pledgee under this Agreement by way of (a) transfer of the Pledges by operation of law or otherwise following the transfer of any part of the Secured Obligations from a Pledgee to such person, and/or (b) accession to this Agreement pursuant to clause 2 2 (*Security Agent acting for Future Pledgees*) as pledgee,

**"Guarantors"** means the Original Guarantors and any person acceding as additional guarantor to the Facilities Agreement,

**"Hedging Agreement"** means any master agreement, confirmation, schedule or other agreement entered into or to be entered into by any Borrower or any hedging counterparty in respect of the interest rate liabilities of a Borrower of, or in relation to, the facilities under the Facilities Agreement,

**"InsO"** means the German Insolvency Act (*Insolvenzordnung*),

**"Obligors"** means the Borrowers, the Guarantors and their respective legal successors, permitted assignees and permitted transferees from time to time,

**"Original Guarantors"** means AM Group Limited, Crisp Malting Group Limited, Anglia Maltings Limited, Micronized Food Products Limited and Edme Limited and the Pledgor,

**"Parties"** means the Pledgor and the Present Pledgees,

**"Pledge"** shall have the meaning given to such term in clause 2 1(a),

**"Pledgees"** means the Present Pledgees and the Future Pledgees,

**"Secured Obligations"** means all present and future obligations and liabilities (whether actual (*unbedingt*) or contingent (*bedingt*) and whether owed jointly or severally or alone or in any other capacity whatsoever) of each Obligor to the Security Agent and/or the other Finance Parties (or any of them) under or pursuant to any Finance Document, including the obligations arising under the Parallel Debt as well as any claims for the payment of principal, interest, costs, fees or damages based on contract, unjust enrichment (*ungerechtfertigte Bereicherung*) or tort (*Delikt*) and any claims arising from the insolvency administrator's choice to fulfil mutual agreements according to section 103 InsO, if applicable,

**"Security Document"** means this Agreement and any other document entered into by any Obligor creating or expressed to create any Security Interest in favour of any Finance Party in relation to the obligations of any Obligor under any Finance Document,

**"Security Interest"** means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect,

**"Successor Security Agent"** means a person appointed in accordance with a Finance Document as successor of the Security Agent in its capacity as security agent to the Finance Parties, and

**"Termination Event"** means any event or circumstance specified under the Facilities Agreement giving the Agent the right to, *inter alia*, accelerate the loans under the Facilities Agreement

## 1 2 Interpretation

In this Agreement

- (a) any reference to a **"clause"** or a **"schedule"** is a reference to a clause of, or a schedule to, this Agreement and schedules shall form an integral part of this Agreement,
- (b) **"include"**, **"including"** and **"in particular"** shall be construed without limitation,

- (c) any reference to a **"person"** includes any individual, firm, company, corporation, government, state or agency, any unincorporated association or body (including a partnership, trust, joint venture or consortium) or other entity (whether or not having separate legal personality),
- (d) **"promptly"** shall mean without undue delay (*ohne schuldhaftes Zögern*),
- (e) a Default (other than a Termination Event) is **"continuing"** if it has not been remedied or waived to the satisfaction of the Agent (acting on the instructions of the Financiers) and a Termination Event is **"continuing"** if it has not been remedied or waived in writing to the satisfaction of the Agent (acting on the instructions of the Financiers),
- (f) **"transfer"** shall, where used in connection with Secured Obligations, include assignment (*Abtretung*), assignment and transfer by assumption of contract (*Vertragsübernahme*), novation (*Schuldumschaffung*) and universal succession (*Gesamtrechtsnachfolge*) or any equivalent under any jurisdiction,
- (g) where the context so admits, a reference to the singular includes the plural and *vice versa*,
- (h) any reference to a defined document or provision of statutory law is a reference to that defined document or provision as amended, supplemented, restated, novated and/or replaced from time to time,
- (i) headings are for ease of reference only and shall be ignored in the construction of this Agreement, and
- (j) where a German language term has been added to an English language term, such German term shall be decisive throughout

## 2. PLEDGES (*VERPFANDUNGEN*)

### 2.1 Grant of Pledges

- (a) The Pledgor hereby grants to each of the Pledgees a pledge (*Pfandrecht*) over
  - (i) the Shares irrespective of any later increase of their nominal value by capital increase (*Kapitalerhöhung*) without issuance of new shares,
  - (ii) all additional shares in the Company which the Pledgor may, by capital increase or otherwise and irrespective of their nominal value or splitting, acquire in the future (collectively with the Shares, the **"Pledged Shares"**), and
  - (iii) all ancillary rights and claims associated with the Pledged Shares including the rights and claims specified in clause 3 (*Scope of Pledges*)
 (the pledges constituted under this clause 2.1 or otherwise under this Agreement collectively, the **"Pledges"**)
- (b) Each of the Present Pledgees hereby accepts the Pledges for itself and on its own behalf

## 2.2 Security Agent acting for Future Pledges

- (a) The Security Agent hereby accepts the Pledges as representative without power of attorney (*Vertreter ohne Vertretungsmacht*) for and on behalf of each Future Pledgee. Each Future Pledgee ratifies (*genehmigen*) the declarations so made by the Security Agent on its behalf by accepting the transfer of any part of the Secured Obligations from a Pledgee. Upon such ratification such Future Pledgee becomes a party to this Agreement, it being understood that any future or conditional claim (*zukunfziger oder bedingter Anspruch*) of such Future Pledgee arising under any Finance Document shall be secured by the Pledges constituted hereunder. The respective Future Pledgee will repeat its ratification in a separate document as a matter of record.
- (b) Each Party hereby confirms that the validity of the Pledges shall not be affected by the Security Agent acting as representative without power of attorney for the Future Pledges.
- (c) Each of the Parties (except for the Security Agent) hereby irrevocably authorises (*bevollmächtigen*) the Security Agent under exemption from the restrictions imposed by section 181 BGB or similar provisions applicable and with the power to grant sub-power of attorney (*Untervollmacht*) to identify (*bestimmen*) each Future Pledgee with binding effect for all Parties. Such identification shall be made in the required form and shall enclose the ratification by the Future Pledgee. The Pledgor herewith authorises the Security Agent to notify the identity of such Future Pledgee and the new pledges created pursuant to this clause 2.2 to the Company. Upon request of the Security Agent, the Pledgor shall promptly give such notice and provide the Security Agent with a copy thereof.

## 2.3 Independence

The validity and effect of the Pledges shall be independent from the validity and effect of any other pledge or of any other Security Interest the Pledges or any of them may now or in the future hold under a Finance Document in relation to the Secured Obligations (or parts thereof). In particular, the Pledges created for the benefit of the Future Pledges shall in no way affect the validity of the Pledges created for the benefit of the Present Pledges. All Pledges shall be separate and individual and rank *pari passu*.

## 2.4 Continuing security

- (a) The validity of the Pledges shall remain unaffected in case
  - (i) any third person enters into this Agreement or any other Finance Document,
  - (ii) any third person assumes rights or obligations, or both, of any Finance Party under a Finance Document, or
  - (iii) any rights under a Finance Document are held by any third person, in each case whether by assignment (*Abtretung*), assumption of contract (*Vertragsübernahme*), novation (*Schuldumschaffung*) and universal succession (*Gesamtrechtsnachfolge*) or otherwise. Waiving section 418 BGB, the Pledgor hereby agrees that the Pledges shall not be affected by any transfer of the Secured Obligations to any third person.
- (b) The Pledgor shall ensure that the Pledges hold at all times pledges over all shares in the Company.

- (c) The Parties agree that any inaccuracy or error with respect to the description of the number or nominal value of the Pledged Shares or the share capital of the Company in this Agreement shall in no way affect the validity of the Pledges

### 3. SCOPE OF PLEDGES

#### 3.1 Pledged rights

The Pledges include the present and future rights

- (a) to receive dividends (*Gewinnansprüche*) payable on the Pledged Shares and to receive payments under or in connection with any profit transfer agreement or partial profit transfer agreement (*Gewinnabführungs- oder Teilgewinnabführungsvertrag*) (jointly, the "**Dividends**"),
- (b) to receive liquidation proceeds (*Liquidationserlöse*), consideration for redemption (*Einzahlungsentgelt*), repaid capital in case of a capital decrease (*Kapitalherabsetzung*), any compensation in case of termination (*Kündigung*), withdrawal (*Austritt*), or exclusion (*Ausschluss*), the surplus in case of surrender (*Preisgabe*), any repayment claim for any additional capital contributions (*Nachschüsse*) and all other pecuniary claims associated with the Pledged Shares (the "**Surrogate Claims**"), and
- (c) to subscribe for newly issued shares

#### 3.2 Right to receive

- (a) At all times prior to the occurrence of a Termination Event which is continuing, the Pledgor shall be authorised to receive and retain any payments or distributions of Dividends (whether in cash or in kind) The Pledgor shall hold any Dividends wrongly distributed to it pursuant to this clause 3.2(a) on trust for the Pledgees and separate from its other assets, and transfer such distributions to the Pledgees
- (b) The Pledgees undertake to promptly notify the Pledgor and the Company if the respective Termination Event is no longer continuing Upon receipt of such notice and subject to clause 3.2(a), the Pledgor shall be again entitled to receive any Dividends
- (c) Any amount received by the Pledgees under paragraphs (a) and (b) prior to the occurrence of an Enforcement Event shall serve as further security for the Secured Obligations
- (d) The Pledgor shall at no time be entitled to receive and retain payments or distributions of Surrogate Claims and such payments shall be made to the Pledgees only The provisions of paragraphs (a) sentence 2 and (c) shall apply accordingly
- (e) The right to subscribe for newly issued shares shall at all times be exercised only with the prior written consent of the Pledgees

#### 3.3 Voting rights

The voting rights pertaining to the Pledged Shares shall at all times remain with the Pledgor and no Pledgee shall be entitled to, as proxy or otherwise, exercise such voting rights This shall, however, not affect the obligations of the Pledgor pursuant to clause 7 (*Undertakings*)

#### 4. FURTHER ASSURANCE

Should any further measure or declaration be or become necessary or expedient (a) for the creation, effectiveness, validity or enforceability of the security created under this Agreement or (b) in order to ensure that any Future Pledgee or Successor Security Agent receives the full benefit of this Agreement and the Pledges, the Pledgor shall upon the reasonable request of any Pledgee promptly and at the Pledgor's cost and expense take such measure and make such declaration

#### 5. SECURITY PURPOSE

The Pledges shall secure the prompt, complete and irrevocable satisfaction of any and all Secured Obligations. The Pledges shall also cover any future extension (including by way of an increase of existing tranches or by including new tranches), prolongation or increase of the Secured Obligations and the Pledgor herewith expressly agrees that the provisions of section 1210 para 1 sentence 2 BGB shall not apply

#### 6. REPRESENTATIONS AND WARRANTIES

- (a) The Pledgor hereby represents and warrants to each Pledgee in the form of an independent guaranty (*unabhängiges Garantieverprechen*) pursuant to section 311 BGB that on the date of this Agreement
  - (i) the Pledgor is duly incorporated, validly existing and neither insolvent nor subject to any insolvency or analogous procedure, and
  - (ii) no litigation, arbitration or administrative proceeding are presently in progress which threatens to (i) restrain it in respect of the entry into, the performance of or compliance with any of its obligations under this Agreement, or (ii) impair the enforcement of the Pledges
- (b) The Pledgor represents and warrants to each Pledgee in the form of an independent guaranty (*unabhängiges Garantieverprechen*) pursuant to section 311 BGB that upon the Share Acquisition
  - (i) the Company is duly incorporated, validly existing and neither insolvent nor subject to any insolvency or analogous procedure,
  - (ii) all necessary corporate, shareholder consents (in accordance with the Company's articles of association), have been obtained, and any other actions, if any, have been taken to authorise the execution and performance of this Agreement,
  - (iii) the statements made in paragraph D of the background to this Agreement are correct and complete,
  - (iv) the Pledgor will be the sole legal and beneficial owner (*Inhaber*) of the Shares and may freely dispose of the Shares and the pledged rights pursuant to clause 3.1 (*Pledged rights*),
  - (v) the Shares are free from any liens, encumbrances or any other rights of third parties (of any form) over the Shares, except for the Pledges,



- (vi) no third person will have any pre-emption rights, any assigned rights, any options or any other right for shares in the Company,
- (vii) the Shares are fully paid up, there is no obligation to make additional contributions (*Nachschusspflicht*) and no contributions (*Einlagen*) have in any way been repaid,
- (viii) there are no profit and loss pooling agreements, domination agreements, silent partnership agreements or similar agreements by which a third person is entitled to a participation in the profits or revenue of the Company,
- (ix) all facts capable of being entered into the respective commercial register of the Company have been entered into the commercial register and, in particular, no shareholders' resolutions regarding changes in the articles of association of the Company have been passed which are not reflected in the commercial register of the Company, and
- (x) this Agreement validly creates a first ranking (*erstrangig*) Security Interest over the Pledged Shares for the benefit of the Pledgees and the Pledges are enforceable without enforceable judgement or other instrument (*vollstreckbarer Titel*)

## 7. UNDERTAKINGS

Until the complete, irrevocable and unconditional discharge of the Secured Obligations, the Pledgor shall

- (a) promptly effect any payment or contribution in kind (*Sacheinlage*) to be made by it in respect of future Shares,
- (b) promptly notify the Pledgees of any event or circumstance which is reasonably likely to endanger the validity or enforceability of the Pledges or the value of the Pledged Shares,
- (c) promptly notify the Pledgees of any change in the shareholding in or the capital of the Company or any encumbrance over the Shares or any other claim or right pledged hereunder (or parts thereof),
- (d) at the Pledgees' request, promptly furnish to the Pledgees such information, records and documents concerning the Pledged Shares as is available to it and to permit the Pledgees and their designees to inspect, audit and make copies of and extracts from all records and all other papers in the possession of the Pledgor which pertain to the Pledged Shares at all times during normal business hours upon 1 (one) Business Day's prior notice,
- (e) in respect of shareholders' meetings which could reasonably be expected to endanger the validity or enforceability of the Pledges (a "Crucial Meeting")
  - (i) promptly notify the Pledgees of any planned Crucial Meeting at which a resolution is intended to be adopted,
  - (ii) permit the Pledgees or, as the case may be, their proxies or any other person designated by the Pledgees, to attend all Crucial Meetings (without voting rights), and

- (iii) promptly provide to the Pledgees a copy of each convocation notice for a Crucial Meeting setting forth the agenda and all applications and decisions to be taken, and, after the meeting, the minutes of any such shareholders' meeting, provided that the Pledgees' right to attend a Crucial Meeting shall lapse immediately upon full discharge of the Secured Obligations,
- (f) promptly provide to the Pledgees copies of any filing to the commercial register (*Handelsregisteranmeldungen*) and any notifications of the commercial register (*Handelsregisterbekanntmachungen*) concerning the Company,
- (g) within 20 Business Days after the date of this Agreement delete paragraph 17 (*Verfügung über Geschäftsanteile*) and paragraph 20 (*Leistungsverkehr mit Gesellschaftern*) of the Company's articles of association (*Satzung*) and provide the Pledgees with evidence of such deletion,
- (h) procure that within 20 Business Days after the date of this Agreement an updated shareholder's list (*Gesellschafterliste*) of the Company identifying the Pledgor as the Company's sole shareholder has been filed to the respective commercial register and provide the Pledgees with evidence of such filing,
- (i) promptly inform the Pledgees
  - (i) of any attachment (*Pfandung*) or of any other measure which may impair or jeopardise the Pledgees' rights to the Pledged Shares or to the other claims and rights pledged hereunder (or parts thereof) In the event of an attachment, the Pledgor shall promptly forward to the Pledgees a copy of the attachment order (*Pfandungsbeschluss*), the third party debt order (*Überweisungsbeschluss*) and all other documents necessary or expedient for a defence against the attachment The Pledgor shall promptly inform the attaching creditor of the Pledgees' Security Interest,
  - (ii) if any representation or warranty made in this Agreement is or becomes untrue or misleading in any material respect at any time,
  - (iii) if the Pledgor has become insolvent or insolvency proceedings over the Pledgor's assets have been instituted by a court of competent authority, or the Pledgor or its management has filed or is required by law to file an application for the institution of any insolvency proceedings against the Pledgor, or any third person has filed an application for the institution of any insolvency proceedings against the Pledgor, or the competent court takes any measures set out in section 21 InsO, and
  - (iv) if any action is taken or a resolution is adopted for the liquidation or dissolution of the Pledgor,

and it shall, without the Pledgees prior written consent or except as expressly permitted by a Finance Document, not

- (j) exercise its voting rights in a manner which could reasonably be expected to have a material adverse effect on the validity or enforceability of the Pledges or the value of the Pledged Shares or causes a Default to occur,
- (k) take, or participate in, any action which results or might result in the Pledgor's loss of ownership of all or part of the Pledged Shares, and any other transaction which would

have the same result as a sale, transfer, encumbrance or other disposal of the Pledged Shares or which would for any other reason be inconsistent with the Security Interest of the Pledgees or the security purpose described in clause 4 (*FURTHER ASSURANCE*) or defeat, impair or circumvent the rights of the Pledgees,

- (l) agree to a change of the articles of association (i) with regard to the restriction or prohibition of the transfer of the Pledged Shares, including any change pursuant to which the transfer of the Pledged Shares would require the consent of the shareholders' meeting or a third person, including the Company or (ii) to the extent such amendment is reasonably likely to adversely affect the Security Interests of the Pledgees,
- (m) participate in, vote for or support any silent partnerships, merger or reorganisation of the Company or the conclusion of profit and loss pooling agreements or similar arrangements with the Company,
- (n) not grant any security or otherwise encumber any of the Pledged Shares or other claims and rights pledged hereunder (in each case wholly or partly),
- (o) allow any third person to subscribe for future Shares, if such subscription would result in a decrease of the Pledgor's shareholding below the proportion currently held by it, and
- (p) undertake any act or omit anything where such act or omission could reasonably be expected to have a material adverse effect on the value of the Pledged Shares or the validity or enforceability of the Pledges

## **8. ENFORCEMENT**

### **8.1 Right of realisation**

- (a) Upon the occurrence of a Termination Event which is continuing and after the requirements set forth in sections 1273 et seq, 1204 et seq and 1228 subsection 2 BGB with regard to the enforcement of the Pledges are met (*Pfandreife*) and the Secured Obligations become due and payable in whole or in part by operation of law in the event of the opening of insolvency proceedings of a Borrower (an "Enforcement Event"), the Pledgees (or any of them) shall be entitled to realise (*verwerten*) the Pledges (wholly or partly) and to avail themselves of all other rights and remedies a pledgee is entitled to under the laws of Germany
- (b) The Pledgees shall be entitled to exercise their rights without obtaining enforceable judgment or other instrument (*vollstreckbarer Titel*) and the Pledgor hereby waives section 1277 BGB. The Pledgees shall be entitled to realise the Pledges in any manner admissible under the laws of Germany, in particular to have the Pledged Shares sold at a public auction. For reasons of precaution (*vorsorglich*) the Pledgor submits itself to immediate foreclosure (*Unterwerfung unter die sofortige Zwangsvollstreckung*) of the Pledges pursuant to section 794 para 1 n° 5 German Code of Civil Procedure (*ZPO*) and authorises the Pledgees - upon the occurrence of an Enforcement Event - to obtain an enforceable execution copy (*vollstreckbare Ausfertigung*) of this Agreement from the certifying notary

## 8.2 Enforcement notice

The Pledgees (or any of them) shall notify the Pledgor at least 5 (five) Business Days prior to any enforcement measure pursuant to clause 8.1 above (which notification can be effected simultaneously with the notice of a Default). No further notice or other requirements (including those set forth in section 1234 BGB) shall be necessary. Prior notice shall not be necessary if

- (a) the Pledgor or any of the Obligors has generally ceased to effect payments (*Zahlungseinstellung*) or otherwise becomes insolvent, or
- (b) a non-abusive (*nicht rechtsmißbrauchlich*) application for the opening of insolvency proceedings (*Insolvenzantrag*) (or any analogous proceeding in any jurisdiction) over the assets of the Pledgor or any of the Obligors has been made by the Pledgor or any of the Obligors or any of its creditors,
- (c) insolvency proceedings have been opened (*Eroffnung eines Insolvenzverfahrens*) against the Pledgor or any of the Obligors, or
- (d) similar proceedings under applicable laws have been opened in relation to the Pledgor or any of the Obligors

## 8.3 Public auction

The Pledgor expressly agrees that in the event of a realisation by way of public auction 5 (five) Business Days' prior written notice of the venue and time of such public auction shall be sufficient and that no further notice (including a notice pursuant to section 1234 BGB) shall be necessary. The public auction may be held at any place in Germany determined by the Pledgees.

## 8.4 Assistance by the Pledgor

- (a) In the event the Pledgees (or any of them) seek the enforcement of this Agreement and the realisation of the Pledges (or parts thereof) in accordance with the terms of this Agreement and the provisions of statutory law, the Pledgor shall, upon the Pledgee's request, promptly furnish such Pledgee with all relevant documents and shall render at its own cost all reasonable assistance which is necessary or expedient in respect of the realisation of the Pledges.
- (b) The Pledgees shall be entitled to disclose all such information on the Pledged Shares and the Company to potential acquirers which is reasonably requested by such potential acquirer or typically requested by any potential acquirer. The Pledgees shall inform such potential acquirer about the confidential nature of such information.

## 8.5 Application of proceeds

The proceeds from the realisation of the Pledges shall be applied in satisfaction of the Secured Obligations. After the complete, irrevocable and unconditional discharge of all Secured Obligations and provided that the Pledgees are not under any further commitment, obligation or liability under or pursuant to the Finance Documents, any remaining enforcement proceeds from the Pledges (or part thereof) shall be transferred to the Pledgor at the cost and expense of the Pledgor. This shall not apply to the extent a third party is legally entitled to such proceeds. The Pledgees may deduct from the proceeds any tax, expenses, fees and any other amount reasonably incurred in connection with the realisation of the Pledges.

## 8.6 Selection of security

- (a) The Pledgees may determine which of the Security Interests (created under this Agreement or other agreements), shall be realised to satisfy the Secured Obligations. The Pledgor hereby expressly agrees that section 1230 sentence 2 BGB shall not apply.
- (b) The Pledgees may sell several pledged rights whether pledged under this Agreement or other agreements, separately by separate public auctions or collectively by a single public auction (*Gesamtversteigerung*) to a single bidder.

## 9. RELEASE OF SECURITY

The Parties are aware that upon complete, irrevocable and unconditional discharge of the Secured Obligations, and provided that the Pledgees are not under any further commitment, obligation or liability under or pursuant to the Finance Documents, the Pledges will cease to exist by operation of mandatory German law. In this event, upon request and at the cost of the Pledgor, the Pledgees will declare the release of the Pledges to the Pledgor as a matter of record.

## 10. WAIVER OF DEFENCES

- (a) The Pledgor hereby waives all defences based on defences an Obligor may have against any of the Secured Obligations (*Einreden des Hauptschuldners*) pursuant to section 1211 subsection 1 sentence 1 alternative 1 BGB.
- (b) The Pledgor hereby waives all defences of revocation (*Einrede der Anfechtbarkeit*) and set-off (*Einrede der Aufrechnungbarkeit*) pursuant to sections 770 and 1211 subsection 1 sentence 1 alternative 2 BGB.

## 11. NO SUBROGATION OR RECOURSE CLAIMS

- (a) The Pledgor hereby expressly agrees that no rights of any Pledgee under this Agreement or any other Finance Document shall pass to the Pledgor by subrogation pursuant to section 1225 BGB or otherwise unless and until the Secured Obligations have been fully, finally, irrevocably and unconditionally discharged and none of the Pledgees is under any further commitment, obligation or liability under or in connection with the Finance Documents. Until such time, the Pledgees shall be entitled to treat all remaining enforcement proceeds as additional security for the Secured Obligations. The provisions of sections 1225 and 774 BGB shall not apply. However, nothing in this Agreement shall limit any other provisions of any Finance Document or applicable law which limit the subrogation, the transfer of security or the obligations to compensate between joint and several debtors (*gesamtschuldnerische Ausgleichspflichten*).
- (b) The Pledgor hereby waives (*verzichten*) any claim for compensation or indemnification it may have or acquire, now or in the future, in connection with its entering into this Agreement or the enforcement of Pledges against any other Obligor until the Secured Obligations have been fully, finally, irrevocably and unconditionally discharged and none of the Pledgees is under any further commitment, obligation or liability under or pursuant to the Finance Documents.

## 12. TRANSFERS

- (a) The Pledgor shall not assign or transfer its rights, claims or obligations under or in connection with this Agreement without prior consent of the Pledgees
- (b) Each Pledgee may at any time assign and transfer its rights, claims and obligations under or in connection with this Agreement. The Pledgor hereby expressly consents to such transfer, it being understood that any transfer of Secured Obligations will result in a transfer of the respective Pledges by operation of law. Subject to the provisions of clause 2.2 (*Security Agent acting for Future Pledgees*), each Future Pledgee shall become a party to this Agreement *in lieu* of and as successor to or in addition to, as the case may be, the respective Pledgee and each of the Parties hereby consents to such Future Pledgee becoming a party to this Agreement
- (c) A Successor Security Agent shall become a party to this Agreement as Security Agent *in lieu* of and as successor to the Security Agent and each of the Parties hereby consents to the Successor Security Agent becoming a party to this Agreement
- (d) Each of Parties hereby irrevocably authorises the Security Agent, under exemption from the restrictions of section 181 BGB or similar provisions applicable, to execute, on its behalf and in its name, any declarations which the Security Agent reasonably determines to be necessary or expedient to ensure that a Future Pledgee or successor Security Agent validly becomes a party to this Agreement

## 13. SECURITY AGENT ACTING FOR PLEDGEEES

- (a) Any right, claim or remedy of the Pledgees (or any of them) under or in connection with this Agreement or statutory law, whether in enforcing the Pledges or otherwise, may be exercised by the Security Agent for and on behalf of the Pledgees (or any of them) and any notice, consent or other communication to be made or received by the Pledgees (or any of them) may be made or received by the Security Agent. Each of the Pledgees (except for the Security Agent) herewith authorises (*bevollmachten*) the Security Agent, under exemption from the restrictions imposed by section 181 BGB or similar provisions applicable and with the power to grant sub-power of attorney (*Untervollmacht*), for such purpose and to such extent
- (b) Any notice, consent or other communication to be made by the Pledgor or the Company under or in connection with this Agreement shall be made with a copy to the Security Agent and shall be only deemed duly made if received by it. Any right or claim or any obligation of the Pledgor or the Company under or in connection with this Agreement shall be exercised or fulfilled to the Security Agent

## 14. LIABILITY AND INDEMNITY

### 14.1 Liability for damages

None of the Pledgees and the Security Agent shall be liable for any losses, damages, costs, expenses, actions, claims, demands and liabilities suffered or incurred by or made against the Pledgor or the Company other than to the extent that such losses, damages, costs, expenses, actions, claims, demands and liabilities are incurred or made against a Pledgee or the Security Agent as a result of the wilful misconduct (*Vorsatz*) or gross negligence (*grobe Fahrlässigkeit*) of that Pledgee or the Security Agent

## 14.2 Indemnification

- (a) The Pledgor shall indemnify each Pledgee and the Security Agent and keep each Pledgee and the Security Agent indemnified against any losses, damages, costs, expenses, actions, claims, demands and liabilities which may be reasonably incurred by or made against a Pledgee or the Security Agent for anything done or omitted in the exercise or purported exercise of the powers contained herein and occasioned by any breach of the Pledgor or the Company of any of its obligations or undertakings hereunder
- (b) There will be no indemnification under paragraph (a) above to the extent that such losses, damages, costs, expenses, actions, claims, demands and liabilities are incurred or made against such Pledgee or the Security Agent as a result of the wilful misconduct or gross negligence of that Pledgee or the Security Agent

## 15. COSTS AND EXPENSES

All costs, charges, (legal) fees and expenses incurred in connection with this Agreement, including the costs and expenses for and in connection with the notarial recording (*Beurkundung*) of this Agreement and for any measure of intervention in connection with an attachment (*Pfandung*) or with the enforcement of the Pledges shall be borne by the Pledgor and the Pledgor shall promptly upon demand pay to the Pledgees any such amounts (including any VAT thereon)

## 16. DURATION

- (a) This Agreement shall remain in full force and effect until the complete, irrevocable and unconditional discharge of the Secured Obligations
- (b) This Agreement shall create a continuing security and no change, amendment, or supplement whatsoever in any Finance Document or in any document or agreement related to any of the Finance Documents shall affect the validity or the scope of this Agreement or the obligations of the Pledgor under it, unless this does not conflict with the accessory nature of the Pledges. The same applies in the event of a temporary discharge of the Secured Obligations

## 17. APPOINTMENT OF PROCESS

Without prejudice to any other mode of service admissible under any applicable law, the Pledgor hereby

- (a) irrevocably appoints the Company as its agent for service of process (*Zustellungsbevollmächtigter*) in connection with the enforcement of the security granted under this Agreement, court proceedings or similar proceedings (the "Process Agent"),
- (b) agrees that a failure by the Process Agent, or any person authorised and appointed pursuant to clause 17(c), to notify the Pledgor of a process will not invalidate the proceedings concerned,
- (c) agrees that if the appointment of the Process Agent ceases to be effective, it will promptly appoint another person resident in Germany to accept service of process on its behalf in Germany and, failing such appointment within 15 (fifteen) days, the

Security Agent shall be entitled and authorised to appoint such person by notice to the Pledgor, and

- (d) promptly provides the Security Agent with proof that the Process Agent accepts the appointment in a form satisfactory to the Security Agent by providing the executed acknowledgement of the Process Agent as set out in SCHEDULE 2 (*Form of Process Agent Appointment and Acknowledgement Letter*)

## **18. PARTIAL INVALIDITY, WAIVERS**

### **18.1 Invalidity**

If any provision of this Agreement should be or become void (*nichtig*), invalid (*unwirksam*) or unenforceable (*nicht durchsetzbar*) in whole or in part, this shall indisputably (*unwiderlegbar*) not affect the validity of the balance of this Agreement. The invalid or unenforceable provision shall be deemed replaced by such provision which best meets the intent and the economic purpose of the invalid or unenforceable provision. The same shall apply *mutatis mutandis* in case of omissions (*Vertragslucken*).

### **18.2 Waiver**

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

## **19. AMENDMENTS**

Any amendments to this Agreement, including to this clause 19 (*Amendments*), must be in writing or in stricter form, if required by law.

## **20. NOTICES**

### **20.1 Communications in writing, contact details**

- (a) Any notice, consent, approval or other communication in connection with this Agreement must be in writing and, unless otherwise stated, may be given in person, by post or fax

- (i) in the case of the Pledgor, to

Anglia Maltings (Holdings) Limited  
Great Ryburgh, Fakenham, Norfolk NR21 7AS

Fax +44 1328 829 645  
Att The Finance Director,

- (ii) in case of the Pledges, to the Security Agent, to

Lloyds Bank Plc  
25 Gresham Street  
London



EC2V 7HN  
United Kingdom

Att Ivor McTighe,

or any substitute address, fax number and the department or person, if any, for whose attention the communication is to be made as a Party may notify to each other Party with not less than 5 (five) Business Days' prior notice

- (b) Proof of posting or dispatch of any notice or communication to the Pledgor shall be considered proof of receipt (*widerlegbare Vermutung*)
  - (i) in case of a letter, on the second business day (at the place of receipt) following the date of its posting, and
  - (ii) in case of a transmission by fax on the business day (at the place of receipt) immediately following the date of its dispatch

## 20.2 Language

- (a) Any communication made in connection with this Agreement must be in English
- (b) Any document provided in connection with this Agreement must be
  - (i) in English, or
  - (ii) if not in English and if so requested by the Pledgees, accompanied by a certified English translation. In this case, the English translation will prevail unless the document is a statutory or other official document

## 21. GOVERNING LAW

- (a) This Agreement shall be governed by the laws of Germany
- (b) The laws of Germany shall also be applicable to any non-contractual obligations arising under or in connection with this Agreement

## 22. JURISDICTION

- (a) The courts of Frankfurt am Main, Germany shall have exclusive jurisdiction to settle any dispute in connection with this Agreement (including a dispute relating to the existence, validity or termination of this Agreement or any non-contractual obligation arising out of or in connection with this Agreement)
- (b) This clause 22 (*Jurisdiction*) is for the benefit of the Pledgees only. To the extent admissible by law, the Pledgees may take proceedings in any other court with jurisdiction and concurrent proceedings in any number of jurisdictions

## 23. CONSENT

The Pledgor, as the sole shareholder of the Company following the Share Acquisition, hereby consents and approves this Agreement and the transactions contemplated herein, in particular the Pledges

24. INSTRUCTION TO THE NOTARY

The certifying notary (*beurkundender Notar*) is hereby instructed by each Party to promptly notify the Company of the Pledges

This deed was read aloud by the notary to the persons appeared, approved by them in its entirety and signed by the persons appeared and the notary as follows

*Klaus Hennig, Notar*

*Raja Koo*

*R. Notar*





VANNER PEREZ  
--NOTARIES--

## CERTIFIED COPY

6 HAY S LAKE  
LONDON  
SE1 2HB

TELEPHONE +44 (0) 20 3668 6626  
E MAIL: INFO@VPNOTARIES.CO.UK  
WEBSITE: WWW.VPNOTARIES.CO.UK

Ich, der unterzeichnende JAMES IAN VANNER, kraft königlicher Ermächtigung ordnungsgemäß zugelassener und vereidigter öffentlicher Notar in der City von London, England, BEGLAUBIGE HIERMIT die Echtheit der auf nachstehender Vollmacht heute vor mir eigenhändig geleisteten Unterschriften von

Herrn EUAN MCFADZEAN MACPHERSON, geb am 9 Dezember 1951 in Bellshill, Schottland, ausgewiesen durch britischen Reisepass mit der Nummer 210431595

Herrn ALAN WILLIAM CLARK, geb am 28 August 1960 in Johnstone, Schottland, ausgewiesen durch britischen Reisepass mit der Nummer 510983676

BESCHEINIGE HIERMIT, dass ich am heutigen Tage eine Suche der elektronischen Eintragungen des HANDELSREGISTERS VON ENGLAND UND WALES betreffend die Gesellschaft namens ANGLIA MALTINGS (HOLDINGS) LIMITED mit Sitz in Norfolk, England (nachstehend die „Gesellschaft“) vorgenommen habe UND DASS ich persönlich Einsicht in die folgenden Geschäftsunterlagen der Gesellschaft genommen habe

- i die Bescheinigung des Handelsregisters über die Eintragung bzw Gründung der Gesellschaft vom 26 Juni 1890
- i die articles of association der Gesellschaft in deren aktuell hinterlegten Fassung
- ii die gesetzlichen Anzeigen (Formular 288a) über die Bestellung von Herrn Euan McFadzean MacPherson bzw Herrn Alan William Clark jeweils zum Geschäftsführer der Gesellschaft

INSGESAMT BESTATIGE UND BESCHEINIGE ICH DAMIT, dass

die Gesellschaft am 26 Juni 1890 als private limited company englischen Rechtes gegründet wurde und heute noch besteht, eingetragen im besagten Handelsregister unter der Nummer 00031801 und mit eingetragener Geschäftsanschrift in Great Ryburgh, Fakenham, Norfolk NR21 7AS, England,

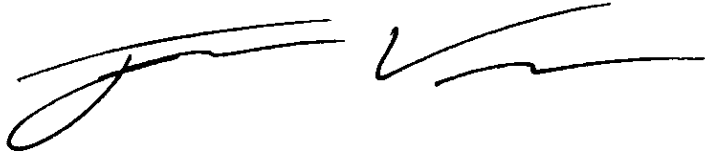
die Herren Euan McFadzean MacPherson und Alan William Clark jeweils am 27. März 2001 bzw. 31. August 2005 zum Geschäftsführer der Gesellschaft bestellt wurden und heute noch dieses Amt innehaben,

die Vertretungsbefugnis von den Herren Euan McFadzean MacPherson und Alan William Clark gegenüber gutgläubigen Dritten von jeglicher Einschränkung, die ggf. in der Satzung der Gesellschaft festgelegt wurde, kraft Gesetzes befreit ist (vgl. § 40 Abs. 1 des *Companies Act* 2006),

FERNER BESCHEINIGE ICH, dass die Herren Euan McFadzean MacPherson und Alan William Clark – handelnd für die Gesellschaft in deren Eigenschaft als Geschäftsführer – nach § 44 Abs. 2 lit. a i. V. m. § 44 Abs. 3 lit. a des *Companies Act* von 2006 zur Abgabe einer schriftlichen Willenserklärung für die Gesellschaft gemeinsam vertretungsberechtigt sind

LETZTLICH BESTATIGE ICH ALSO, dass nachstehende Vollmacht, die in vorgenannter Weise erteilt bzw. ausgestellt wurde, der Gesellschaft kraft Gesetzes zugerechnet wird und daher für sie rechtsbindend ist (§ 44 Abs. 1 des *Companies Act* von 2006)

URKUND DESSEN habe ich meine Unterschrift hierunter gesetzt und mein Amtssiegel hier angebracht in London, England, heute den zehnten Februar Zweitausendfunfzehn



## Vollmacht

## Power of Attorney

### Anglia Maltings (Holdings) Limited

(registered number 00031801)

Anschrift/address Great Ryburgh, Fakenham, Norfolk NR21 7AS

- nachfolgend „Vollmachtgeber“ genannt -

- hereinafter referred to as the "Principal" -

bevollmächtigt hiermit, und zwar jeden  
einzeln,

hereby appoints and authorises, each of them  
individually,

Herrn Rechtsanwalt Dr. Stefan Duhnkrack,  
Herrn Rechtsanwalt Dr. Hans Henning Hoff,  
Frau Rechtsanwältin Dr. Katharina Prasuhn,  
Herrn Rechtsanwalt Tim Petermann,  
Herrn Rechtsanwalt Florian Wenk, LL.M.  
Herrn Rechtsanwalt Dr. Christoph Froning, LL.M.  
Frau Rechtsanwältin Dr. Nicole Hasselmann,  
Herrn Rechtsanwalt Dr. Kai Erhardt,  
Herrn Rechtsanwalt Christoph Prochnau

alle geschäftsansässig

all with business address at

Heuking Kuhn Lüer Wojtek  
Neuer Wall 63  
D-20354 Hamburg

- jeder der vorstehenden Rechtsanwälte  
nachfolgend der "Bevollmächtigte" -

- each of the aforementioned lawyers herein-  
after referred to as the "Attorney" -

den Vollmachtgeber in jeder Weise zu  
vertreten bei allen Rechtsgeschäften  
Erklärungen und sonstigen Handlungen im  
Zusammenhang mit der folgenden geplanten  
Transaktion und den folgenden geplanten  
Maßnahmen

to represent the Principal in any way whatso-  
ever in any and all agreements, declarations  
or other measures in connection with the fol-  
lowing planned transaction and measures

Abschluss eines Anteilsverpfandungsvertrages  
zwischen, u a, der Lloyds Bank Plc, als  
Sicherheitentreuhänder und derzeitigen  
Pfandnehmer und der Vollmachtgeberinals

Execution of a share pledge agreement be-  
tween, *inter alia*, Lloyds Bank Plc, as security  
agent and present pledgee and the Principal as  
pledgor being the sole shareholder in relation

Pfandgerin und einziger Gesellschafterin im Hinblick auf die Verpfändung von allen derzeitigen und künftigen Anteilen (und einigen dazugehörigen Rechten) an der deutschen Gesellschaft mit beschränkter Haftung (GmbH) Tivoli Malz GmbH, Amtsgericht Hamburg, Registernummer HRB 59816 (nachfolgend die "Gesellschaft") zum Zwecke der Besicherung aller Verbindlichkeiten, die aus oder im Zusammenhang mit dem Darlehensvertrag zwischen, u a, dem Vollmachtgeber als Darlehensnehmer und einigen seiner Tochtergesellschaften als ursprünglich Verpflichtete auf der einen Seite und der Lloyds Bank Plc als Sicherheitentreuhänder auf der anderen Seite

Diese Vollmacht umfasst alle Verträge, Willenserklärungen, Beschlüsse und Handlungen, die mit dem Vorgenannten im Zusammenhang stehen oder die ein jeder Bevollmächtigter hierbei für notwendig oder angebracht erachtet

Jeder Bevollmächtigte ist berechtigt, alle Einzelheiten im Zusammenhang mit dem Vorgesagten zu vereinbaren, einschließlich der Art und Weise des Erwerbs, der Verpfändung, Veräußerung oder sonstigen Übertragung

Jeder Bevollmächtigte ist von den Beschränkungen des § 181 BGB befreit. Er ist berechtigt, in dem ihm gemäß dieser Vollmacht erteilten Umfang Untervollmacht zu erteilen

Jeder Bevollmächtigte soll keinerlei persönliche Verpflichtungen im Zusammenhang mit Handlungen eingehen, die im Rahmen dieser Vollmacht erfolgen. Der Vollmachtgeber verpflichtet sich hiermit, alle rechtmäßigen Handlungen zu genehmigen und zu bestätigen, die ein jeder Bevollmächtigter im Rahmen dieser Vollmacht vornimmt und verpflichtet sich, einen jeden Bevollmächtigten von allen Ansprüchen freizustellen, die infolge eines Handelns im Rahmen dieser Vollmacht entstehen oder drohen, Vorsatz und grobe

to the pledge of all present and future shares (and certain ancillary rights) in the German Limited Liability Company (*Gesellschaft mit beschränkter Haftung, GmbH*) Tivoli Malz GmbH, Municipal Court Hamburg, registration number HRB 59816 (hereinafter the "Company") for the purpose of securing all liabilities arising out of or in connection with the facilities agreement between, *inter alia*, the Principal as borrower and certain of its subsidiaries as original obligors on one side and Lloyds Bank Plc as security agent on the other side

This power of attorney extends to all agreements, declarations, resolutions and acts which are connected with the above mentioned issues or which any Attorney considers necessary or appropriate in connection herewith

Each Attorney is authorised to determine and agree all details in connection with the share pledge agreement which is subject to this power of attorney

Each Attorney is exempt from the restrictions of Section 181 German Civil Code. Each Attorney is authorised to delegate his powers under this power of attorney in the same scope as they are granting representation powers under this power of attorney

Each Attorney shall not incur any personal liability in connection with any actions taken under this power of attorney. The Principal hereby agrees to ratify and confirm whatsoever each Attorney shall lawfully do or cause to be done by virtue of this document and to indemnify and hold harmless each Attorney from any and all liabilities incurred or threatened by reason of having acted under this power of attorney save in respect of any matter resulting from willful misconduct or gross negligence

Fahrlässigkeit ausgenommen

Im Zweifel soll diese Vollmacht weit ausgelegt werden, um den Zweck ihrer Erteilung zu verwirklichen

Die Auslegung und der Bestand dieser Vollmacht richten sich nach dem Recht der Bundesrepublik Deutschland

Im Falle von Widersprechen zwischen dem deutschen und dem englischen Wortlaut dieser Vollmacht hat der deutsche Text Vorrang

In case of doubt, this power of attorney shall be interpreted broadly to realize the purpose of its granting

This power of attorney shall be subject to and construed in accordance with the laws of the Federal Republic of Germany

In case of discrepancies between the German and the English wording of this power of attorney, the German version shall prevail

Great Ryburgh, Fakenham, Norfolk, this 10<sup>th</sup> February 2016



Name: ALAN WILLIAM CLARK  
Title: GROUP FINANCE DIRECTOR



Name: E. MCPHERSON  
Title: MANAGING DIRECTOR

Anglia Maltings (Holdings) Limited



6 HAY S LANE  
LONDON  
SE1 2HB

TELEPHONE +44 (0) 20 3668 6626  
E MAIL INFO@VPNOTARIES.CO.UK  
WEBSITE WWW.VPNOTARIES.CO.UK

### Berichtigungsvermerk

Ich, der unterzeichnende JAMES IAN VANNER, kraft königlicher Ermächtigung ordnungsgemäß zugelassener und vereidigter öffentlicher Notar in der City von London, England, BERICHTIGE HIERMIT wegen offener Unrichtigkeit das Datum im letzten Absatz der vorstehenden Urkunde von „Zweitausendfunfzehn“ in „Zweitausendsechzehn“

Der restliche Inhalt der Urkunde bleibt von dieser Berichtigung unberührt

ZU URKUND DESSEN habe ich meine Unterschrift hierunter gesetzt und mein Amtssiegel hier angebracht in London, England, heute den zehnten Februar Zweitausendsechzehn





### SCHEDULE 1: THE ADDITIONAL PLEDGEES

Name
Lloyds Bank Plc
HSBC Bank Plc
HSBC Invoice Finance (UK) Limited

**SCHEDULE 2· FORM OF PROCESS AGENT APPOINTMENT AND  
ACKNOWLEDGEMENT LETTER**

To TIVOLI MALZ GMBH as process agent  
From ANGLIA MALTINGS (HOLDINGS) LIMITED  
Date [◆ ] 20[◆]

Dear Sirs

**TIVOLI MALZ GMBH – SHARE PLEDGE AGREEMENT DATED [◆ ] 20[◆]  
(THE "AGREEMENT")**

We refer to the Agreement and hereby irrevocably appoint you as our agent for service of process in relation to any proceeding before any German court in connection with the above mentioned Agreement

Signed

Director

Director

of

of

[ANGLIA MALTINGS (HOLDINGS)  
LIMITED]

[ANGLIA MALTINGS (HOLDINGS)  
LIMITED]

**[Acknowledgement]**

To ANGLIA MALTINGS (HOLDINGS) LIMITED as *Pledgor*  
From TIVOLI MALZ GMBH  
Date [◆ ] 20[◆]

Dear Sirs

**TIVOLI MALZ GMBH – SHARE PLEDGE AGREEMENT DATED [◆ ] 20[◆]  
(THE "AGREEMENT")**

We refer to the Agreement and hereby acknowledge that we have been appointed as agent for service of process in relation to any proceeding before any German court in connection with the above mentioned Agreement

Signed

Director

of

[TIVOLI MALZ GMBH]

Director

of

[TIVOLI MALZ GMBH]

**Ratification Declaration**

**of**

**Lloyds Bank plc**

Lloyds Bank plc (the "Company") hereby approves all declarations made by Ms Ronja Hecker on behalf of the Company within the notarial deed of 16 February 2016 (deed no 246 / 2016 M of the Notary Dr Marcus Reski, Hamburg/Germany) The contents of said notarial deed are fully known to the undersigned

Ms Ronja Hecker was released from the restrictions of Sec 181 German Civil Code (BGB)

RICHMOND, this 25<sup>th</sup> day of FEBRUARY 2016

Lloyds Bank plc

by

\_\_\_\_\_  
Name

Title

THOMAS MILLS

Name THOMAS MILLS


Title CLIENT MANAGER

The following

- ratification declaration of HSBC Bank plc, dated 18 February 2016,
- ratification declaration of HSBC Invoice Finance (UK) Limited, dated 24 February 2016,
- ratification declaration of Lloyds Bank plc, dated 23/25 February 2016,

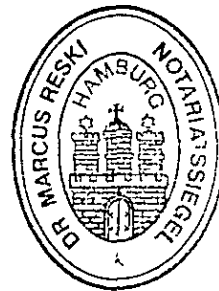
were today attached to this protocol in the original, by me, the Notary Public Dr Marcus Reski

Hamburg, this 2<sup>nd</sup> day of March 2015



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Dr Marcus Reski, Notary Public



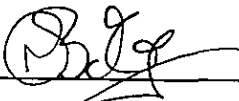
**Ratification Declaration**  
**of**  
**HSBC Bank plc**

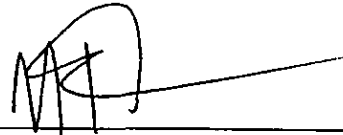
HSBC Bank plc (the "Company") hereby approves all declarations made by Ms Ronja Hecker on behalf of the Company within the notarial deed of 16 February 2016 (deed no 246 / 2016 M of the Notary Dr. Marcus Reski, Hamburg/Germany) The contents of said notarial deed are fully known to the undersigned.

Ms Ronja Hecker was released from the restrictions of Sec 181 German Civil Code (BGB)

LONDON, this 18<sup>th</sup> day of FEBRUARY 2016

HSBC Bank plc  
by

  
Name NICK BAKER  
Title. ASSOCIATE DIRECTOR

  
Name MATT OSBORNE  
Title. CO-HEAD


**Ratification Declaration**  
**of**  
**HSBC Invoice Finance (UK) Limited**

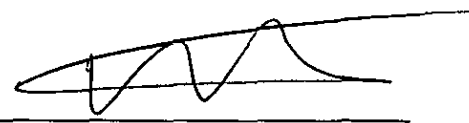
HSBC Invoice Finance (UK) Limited (the "Company") hereby approves all declarations made by Ms. Ronja Hecker on behalf of the Company within the notarial deed of 16 February 2016 (deed no 246 / 2016 M of the Notary Dr Marcus Reski, Hamburg/Germany) The contents of said notarial deed are fully known to the undersigned

Ms Ronja Hecker was released from the restrictions of Sec 181 German Civil Code (BGB)

WORTHING, this 22<sup>nd</sup> day of FEBRUARY 2016

HSBC Invoice Finance (UK) Limited  
by.

  
Name STEVEN JAMES FENNEL  
Title MANAGER, SECURITIES

  
Name RICHARD CORTHINE  
Title SECURITIES MANAGER


**Ratification Declaration**  
**of**  
**Lloyds Bank plc**

Lloyds Bank plc (the "Company") hereby approves all declarations made by Ms Ronja Hecker on behalf of the Company within the notarial deed of 16 February 2016 (deed no 246 / 2016 M of the Notary Dr. Marcus Reski, Hamburg/Germany) The contents of said notarial deed are fully known to the undersigned.

Ms. Ronja Hecker was released from the restrictions of Sec. 181 German Civil Code (BGB).

BIRMINGHAM, this 23<sup>rd</sup> day of FEBRUARY 2016

Lloyds Bank plc  
by

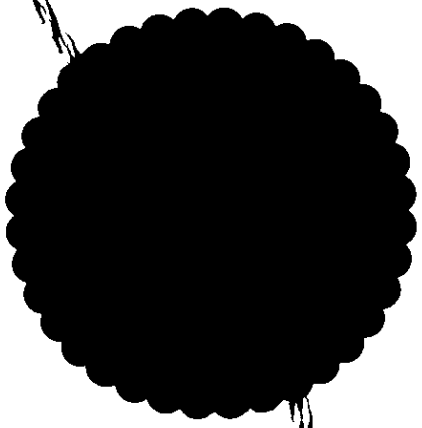
  
\_\_\_\_\_  
Name IVOR MCTEAR  
Title DIRECTOR BUSINESS  
DEVELOPMENT

\_\_\_\_\_  
Name  
Title



I hereby certify that the foregoing is a true copy of the original before me

Hamburg, this 2<sup>nd</sup> day of March 2016



Dr Marcus Reski  
- Notary Public -