



Registration of a Charge

Company Name: **ICELAND FOODS LIMITED**

Company Number: **01107406**



XC9NH88W

Received for filing in Electronic Format on the: **10/08/2023**

Details of Charge

Date of creation: **09/08/2023**

Charge code: **0110 7406 0039**

Persons entitled: **HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED**

Brief description: **VARIOUS FREEHOLD AND LEASEHOLD PROPERTIES HELD IN THE NAME OF ICELAND FOODS LIMITED, INCLUDING: UNIT B, PENNY LANE CENTRE, SMITHDOWN ROAD, LIVERPOOL, MERSEYSIDE, L15 9EB. FOR ADDITIONAL LISTINGS AND DETAILS, PLEASE REFER TO SCHEDULE 2 TO THE SECURITY INSTRUMENT.**

Contains fixed charge(s).

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

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

**FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL
INSTRUMENT.**

Certified by:

HUIYUAN GU



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1107406

Charge code: 0110 7406 0039

The Registrar of Companies for England and Wales hereby certifies that a charge dated 9th August 2023 and created by ICELAND FOODS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 10th August 2023 .

Given at Companies House, Cardiff on 10th August 2023

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



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

9 August 2023

**THE SUPPLEMENTAL CHARGORS
IN FAVOUR OF
HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED
AS SECURITY AGENT**

SUPPLEMENTAL DEBENTURE

**THIS DEBENTURE IS SUPPLEMENTAL TO THE EXISTING
DEBENTURES (AS DEFINED HEREIN)**

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THIS SUPPLEMENTAL DEBENTURE is made on 9 August 2023

BETWEEN:

- (1) **THE COMPANIES** listed in Schedule 1 (*The Supplemental Chargers*) hereto (each a “**Supplemental Chargor**” and together the “**Supplemental Chargers**”).

IN FAVOUR OF

- (2) **HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED** as the security agent for the Secured Parties on the terms and conditions set out in the Intercreditor Agreement (the “**Security Agent**”).

RECITALS:

This Supplemental Debenture is supplemental to:

- (A) an original debenture dated 17 July 2014 between, amongst others, the parties listed therein as Original Chargers (including the Supplemental Chargers), and the Security Agent (the “**Original Debenture**”);
- (B) a supplemental debenture dated 14 September 2017 between the parties (listed therein) as supplemental chargors and the Security Agent, supplementing the Original Debenture (the “**First Supplemental Debenture**”);
- (C) a supplemental debenture dated 31 October 2017 between the parties (listed therein) as supplemental chargors and the Security Agent, supplementing the Original Debenture and the First Supplemental Debenture (the “**Second Supplemental Debenture**”);
- (D) a supplemental debenture dated 27 May 2020 between the parties (listed therein) as supplemental chargors and the Security Agent, supplementing the Original Debenture, the First Supplemental Debenture and the Second Supplemental Debenture (the “**Third Supplemental Debenture**”); and
- (E) a supplemental debenture dated 22 February 2021 between the parties (listed therein) as supplemental chargors and the Security Agent, supplementing the Original Debenture, the First Supplemental Debenture, the Second Supplemental Debenture and the Third Supplemental Debenture (the “**Fourth Supplemental Debenture**”),

together, the “**Existing Debentures**”.

IT IS AGREED AS FOLLOWS:

1. INTERPRETATION

1.1 Definitions

In this Supplemental Debenture:

“**Acceleration Event**” means a Credit Facility Acceleration Event, a Senior Secured Notes Acceleration Event or a Pari Passu Debt Acceleration Event.

“**Account**” means any account, except for an Excluded Account, opened or maintained by a Supplemental Chargor with the Agent or any other person including each account specified in

Schedule 4 (*Details of Accounts*) opposite its name (and any replacement account or subdivision or subaccount of that account), the debt or debts represented thereby and all Related Rights.

“**Excluded Account**” means each of the following accounts:

- (a) the account named Cash Collateral held with HSBC Bank Plc with sort code 40-11-60 and account number 23000710;
- (b) the account named Iceland Foods Charitable Foundation held with:
 - (i) HSBC Bank Plc with sort code 40-11-60 and account number 50089842;
 - (ii) HSBC Bank Plc with sort code 401160 and account number 83003612;
 - (iii) The Royal Bank of Scotland plc with sort code 01-10-01 and account number 64347982; and
 - (iv) The Royal Bank of Scotland plc with sort code 01-10-01 and account number 64348164;
- (c) the account named Employee Savings Deposit Account held with HSBC Bank Plc with sort code 40-11-60 and account number 91084380;
- (d) the account named Bonus Card Savings Trust – Deposit Account held with:
 - (i) The Royal Bank of Scotland plc with sort code 01-10-01 and account number 64345521; and
 - (ii) HSBC Bank Plc with sort code 40-11-60 and account number 41056298;
- (e) any escrow account by any third party or any member of the Restricted Group pursuant to any customary deposit or retention of purchase price arrangements which is permitted or not prohibited by the Secured Debt Documents over which Security is created and such Security is permitted or not prohibited by the Secured Debt Documents; and
- (f) any other account over which Security is created as contemplated by any cash collateral arrangement provided in respect of letters of credit or bank guarantees to the issuer of such letters of credit or bank guarantees to the extent permitted or not prohibited under the Secured Debt Documents,

and any other account agreed between the Security Agent and the Supplemental Chargors to be an Excluded Account.

“**Insurance Policy**” means any policy of insurance (including life insurance or assurance) in which each Supplemental Chargor may from time to time have an interest.

“**Intellectual Property**” means any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, inventions, confidential information, know-how and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered and the benefit of all applications and rights to use such assets which may now or in the future subsist, including but not limited to the intellectual property, if any, specified in Schedule 5 (*Details of Intellectual Property*).

“**Intercreditor Agreement**” means the intercreditor agreement dated 17 July 2014 (as amended on 11 September 2014 and 26 May 2020) between, among others, Iceland VLNco Limited as

Company, Iceland Bondco PLC (formerly known as Stretford 79 PLC) as Senior Secured Notes Issuer, the Original Debtors listed therein, HSBC Bank plc as RCF Agent and Arranger, Citibank, N.A, London Branch as Senior Secured Notes Trustee, the Security Agent and certain entities listed therein as RFC Finance Parties, Intra-Group Lenders, Intra-Group Borrowers and Shareholders Creditors.

“Material Real Property” means:

- (a) all freehold property of that Chargor located in England and Wales which has a value of over £1,000,000; and
- (b) all leasehold property of that Chargor located in England and Wales which is required to be registered pursuant to the Land Registration Act 2002.

“Monetary Claims” means any book and other debts and monetary claims owing to a Chargor and any proceeds of such debts and claims (including any claims or sums of money deriving from or in relation to any Investment, the proceeds of any Insurance Policy, any court order or judgment, any contract or agreement to which that Chargor is a party and any other assets, property, rights or undertaking of that Chargor).

“Original Security” means the Security created under the Original Debenture, the First Supplemental Debenture, the Second Supplemental Debenture, the Third Supplemental Debenture and the Fourth Supplemental Debenture.

“Property” means:

- (a) all Material Real Property;
- (b) all buildings, fixtures and fittings from time to time on such property; and
- (c) all Related Rights,

including, but not limited to the property, if any, specified in Schedule 2 (*Properties*) (for the avoidance of doubt, where a property is made up of more than one title number, the value of the property shall be based on the collective value of all of the land and property comprised in the relevant title numbers).

“PSC Register” means **“PSC register”** within the meaning of section 790C(10) of the Companies Act 2006.

“Related Rights” means, in relation to any asset:

- (a) the proceeds of sale of any part of that asset;
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset;
- (c) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that asset; and
- (d) any monies and proceeds paid or payable in respect of that asset.

“Shares” means all of the shares held by, to the order or on behalf of a Supplemental Chargor at any time, including as specified in Schedule 3 (*Details of Shares in Subsidiaries incorporated in England & Wales*) opposite its name, other than shares in an Excluded Company.

“**Specific Contracts**” means any document agreed in writing as a Specific Contract between the Security Agent and any Supplemental Chargor.

1.2 **Terms defined in other Secured Debt Documents**

Unless otherwise defined in this Supplemental Debenture, or the context otherwise requires, terms defined in the Intercreditor Agreement and the Original Debenture as amended and/or supplemented from time to time shall have the same meaning when used in this Supplemental Debenture.

1.3 **Conflict with the Intercreditor Agreement**

This Supplemental Debenture and the Existing Debentures are subject to the Intercreditor Agreement and in the event of conflict between the provisions of this Supplemental Debenture or any of the Existing Debentures and the Intercreditor Agreement, the Intercreditor Agreement shall prevail.

1.4 **Construction**

The provisions of clause 1.3 (*Construction*) of the Original Debenture will be deemed to be set out in full in this Supplemental Debenture, but as if references in those clauses to the “Debenture” and other similar expressions were references to this Supplemental Debenture.

1.5 **Confirmation**

Each Supplemental Chargor confirms that:

- (a) the Security created by the Existing Debentures to which that Supplemental Chargor is a party shall:
 - (i) remain in full force and effect; and
 - (ii) continue to secure its Secured Obligations and those Secured Obligations shall, for the avoidance of doubt, include (but not be limited to) its liabilities and obligations in respect of the RCF Facility Agreement (as amended on 31 October 2017, as amended and restated on 12 February 2021, as amended and restated on 7 February 2023 and as amended and restated on 26 July 2023, such amended and restated RCF Facility Agreement being the “**Amended and Restated RCF**”), the Existing Notes (as defined in the Amended and Restated RCF, the “**Existing Notes**”), the 2028 Senior Secured Notes (as defined in the Amended and Restated RCF, the “**2028 Senior Secured Notes**”) and the £265,000,000 10^{7/8}% senior secured notes due 2027 and the €250,000,000 floating rate senior secured notes due 2027 (the “**New Notes**”); and
- (b) the Secured Obligations secured by this Supplemental Debenture shall, for the avoidance of doubt, include (but not be limited to) its liabilities and obligations in respect of the Amended and Restated RCF, the Existing Notes, the 2028 Senior Notes and the New Notes.

1.6 **Miscellaneous**

- (a) Subject to sub-paragraph (b) below, notwithstanding any other provision of this Supplemental Debenture, in respect of any floating charge created by this Supplemental Debenture, the obtaining of a moratorium under Part A1 of the Insolvency Act 1986, or anything done with a view to obtaining such a moratorium (including any preliminary decision or investigation), shall not be an event causing the floating charge created by this Supplemental Debenture to crystallise or be an event causing restrictions

which would not otherwise apply to be imposed on the disposal of property by any Supplemental Chargor or be a ground for the appointment of a Receiver.

- (b) Sub-paragraph (a) above does not apply to any floating charges referred to in subsection (4) of section A52 of Part A1 of the Insolvency Act 1986.

2. COVENANT TO PAY

- 2.1 Each Supplemental Chargor covenants with the Security Agent as trustee for the Secured Parties that it shall on demand of the Security Agent discharge all obligations as and when they fall due according to their terms which such Supplemental Chargor or any member of the Group may at any time have to the Security Agent (whether for its own account or as trustee for the Secured Parties) or any of the other Secured Parties under or pursuant to the Secured Debt Documents (including this Supplemental Debenture) including any liability in respect of any further advances made under the Secured Debt Documents, whether present or future, actual or contingent (and whether incurred solely or jointly and whether as principal or as surety or in some other capacity) and such Supplemental Chargor shall pay to the Security Agent when due and payable every sum at any time owing, due or incurred by such Supplemental Chargor to the Security Agent (whether for its own account or as trustee for the Secured Parties) or any of the other Secured Parties in respect of any such liabilities provided that neither such covenant nor the security constituted by this Supplemental Debenture shall extend to or include any liability or sum which would, but for this proviso, cause such covenant or security to be unlawful or prohibited by any applicable law.

2.2 Interest on Demands

If a Supplemental Chargor fails to pay any sum on the due date for payment of that sum such Supplemental Chargor shall pay interest on any such sum (before and after any judgment and to the extent interest at a default rate is not otherwise being paid on such sum) from the date of demand until the date of payment calculated on a daily basis at the rate determined in accordance with the provisions of the Secured Debt Documents.

3. CHARGING PROVISIONS

3.1 Specific Security

Subject to Clause 3.4 (*Existing Debenture*) and the Original Security, each Supplemental Chargor charges with full title guarantee in favour of the Security Agent as trustee for the Secured Parties as continuing security for the payment and discharge of the Secured Obligations, the following assets, both present and future, from time to time, owned by it or in which it has an interest:

- (a) by way of fixed charge ranking junior only to the Original Security, all such Supplemental Chargor's right, title and interest from time to time in and to (subject to obtaining any necessary consent to such fixed charge from any third party) the Accounts;
- (b) by way of fixed charge ranking junior only to the Original Security, all such Supplemental Chargor's right, title and interest from time to time in and to (subject to obtaining any necessary consent to such fixed charge from any third party) any goodwill and rights in relation to the uncalled capital of such Supplemental Chargor;
- (c) by way of fixed charge ranking junior only to the Original Security, all such Supplemental Chargor's right, title and interest from time to time in and to (subject to obtaining any necessary consent to such fixed charge from any third party) the Investments;

- (d) by way of fixed charge ranking junior only to the Original Security, all such Supplemental Chargor's right, title and interest from time to time in and to (subject to obtaining any necessary consent to such fixed charge from any third party) the Shares, all dividends, interest and other monies payable in respect of the Shares and all other Related Rights (whether derived by way of redemption, bonus, preference, option, substitution, conversion, compensation or otherwise);
- (e) by way of fixed charge ranking junior only to the Original Security, all such Supplemental Chargor's right, title and interest from time to time in and to (subject to obtaining any necessary consent to such fixed charge from any third party) all Monetary Claims and all Related Rights other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to this Supplemental Debenture;
- (f) by way of legal mortgage ranking junior only to the Original Security, all Property now belonging to or vested in it;
- (g) by way of fixed charge ranking junior only to the Original Security, all of its rights, title and interest in the Intellectual Property; and
- (h) by way of fixed charge ranking junior only to the Original Security in favour of the Security Agent:
 - (i) all other interests (not effectively charged under Clause 3.1(a) to (g) above) in relation to the Charged Property and the benefit of all other agreements relating to that asset;
 - (ii) all of its rights, title, interest in the Charged Property; and
 - (iii) if not effectively assigned by Clause 3.2 (*Security Assignment*), all its rights, title and interest in the Insurance Policy and all Related Rights and each of the Specific Contracts,

and includes, in respect of each of the above charged assets (as appropriate), the benefit of all licences, consents and agreements held by each Supplemental Chargor in connection with the use of the asset, any monies or income paid or payable in respect of the asset, any proceeds of the sale of the asset and any other property, rights or claims relating to, accruing to or deriving from the asset.

3.2 Security Assignment

Subject to paragraph (h) of Clause 3.1 (*Specific Security*) above and Clause 3.4 (*Existing Debenture*) below and the Original Security, as further continuing security for the payment of the Secured Obligations, each Supplemental Chargor assigns and agrees to assign absolutely with full title guarantee to the Security Agent as trustee for the Secured Parties as security for the payment and discharge of the Secured Obligations (subject to a proviso for re-assignment on redemption) all such Supplemental Chargor's rights, title and interest from time to time in and to each of the following assets (subject to obtaining any necessary consent to that assignment from any third party):

- (a) the proceeds of any Insurance Policy and all Related Rights; and
- (b) each of the Specific Contracts.

Until the occurrence of an Acceleration Event, the relevant Supplemental Chargor may continue to deal with the counterparties to the relevant Insurance Policies and/or the Specific Contracts.

3.3 Floating Charge

Subject to Clause 3.4 (*Existing Debenture*) and the Original Security, as further continuing security for the payment of the Secured Obligations, each Supplemental Chargor charges with full title guarantee in favour of the Security Agent as trustee for the Secured Parties as continuing security for the payment and discharge of the Secured Obligations by way of floating charge ranking junior only to the Original Security all its present and future assets, undertakings and rights of such Supplemental Chargor not effectively charged under Clause 3.1 (*Specific Security*) or Clause 3.2 (*Security Assignment*) of this Supplemental Debenture, other than any Excluded Account, any investment in an Excluded Company or any other asset, undertaking or right of such Supplemental Chargor which is situated outside of England and Wales. The floating charge created by this Clause 3.3 shall be deferred in point of priority to all fixed Security validly and effectively created by each Supplemental Chargor under the Secured Debt Documents in favour of the Security Agent as trustee for the Secured Parties as security for the Secured Obligations. Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created by this Supplemental Debenture.

3.4 Existing Debenture

The parties acknowledge that the Security created for the payment of the Secured Obligations pursuant to Clause 3.1 (*Specific Security*), Clause 3.2 (*Security Assignment*) and Clause 3.3 (*Floating Charge*) is subject to the Existing Debentures and the Intercreditor Agreement and that the application of proceeds pursuant to this Supplemental Debenture and the Existing Debentures is provided for in the Intercreditor Agreement.

4. UNDERTAKINGS

4.1 Negative Pledge

- (a) Each Supplemental Chargor undertakes that it shall not, at any time during the subsistence of this Supplemental Debenture, create or permit to subsist any Security over all or any part of the Charged Property other than as permitted or not prohibited pursuant to the Secured Debt Documents.
- (b) Each Supplemental Chargor undertakes that it shall not (and shall not agree to) at any time during the subsistence of this Supplemental Debenture, dispose of any of its Charged Property other than permitted or not prohibited pursuant to the Secured Debt Documents.

4.2 PSC Register

- (a) Each Supplemental Chargor hereby represents that no “warning notice” or “restrictions notice” (in each case as defined in Part 21A of the Companies Act 2006) has been issued to any Supplemental Chargor in respect of all or any part of the Charged Property and remains in effect.
- (b) Each Supplemental Chargor shall:
 - (i) comply with any notice served on it by the companies whose shares are being charged pursuant to Part 21A of the Companies Act 2006 and within the timeframe specified in the notice; and
 - (ii) promptly provide the Security Agent with a copy of any such notice.
- (c) At any time following a Default but prior to an Acceleration Event, upon receipt of a request from the Security Agent, each Obligor shall (and the Company shall ensure that

each other member of the Group will) in each case, in relation to shares in any Material Company, promptly:

- (i) notify the Facility Agent and the Security Agent if it has issued any warning notice or restrictions notice under Schedule 1B of the Companies Act 2006 in respect of any shares which are Security Assets which has not been withdrawn; and
 - (ii) (if available) provide to the Facility Agent and the Security Agent a copy of any such warning notice or restrictions notice.
- (d) Each Obligor shall (and the Company shall ensure that each other member of the Group will) in each case, in relation to shares in any Material Company, promptly following an Acceleration Event:
- (i) notify the Facility Agent and the Security Agent of its intention to issue any warning notice or restrictions notice under Schedule 1B of the Companies Act 2006 in respect of any shares which are Security Assets; and
 - (ii) provide to the Facility Agent and the Security Agent a copy of any such warning notice or restrictions notice,

in each case before it issues any such notice.

5. INCORPORATION OF TERMS FROM ORIGINAL DEBENTURE

The provisions of clause 4 (*Crystallisation of Floating Charge*), clause 6 (*Further Assurance*) and clause 8 (*Shares and Investments*) to clause 26 (*Discretion and Delegation*) of the Original Debenture (but excluding clause 7 (*Negative Pledge and Disposals*)) shall be deemed to be incorporated into this Supplemental Debenture with all necessary modifications as if they were set out in full in this Supplemental Debenture, but as if references in those clauses to:

- (i) “this Debenture” or “this deed” and other similar expressions were a reference to this Supplemental Debenture;
- (ii) “the date of this Debenture” were a reference to the date of this Supplemental Debenture;
- (iii) an “assignment” under clause 3.2 (*Assignment*) of the Original Debenture was a reference to the charge created by Clause 3.2 (*Security Assignment*) of this Supplemental Debenture;
- (iv) “Chargor” was a reference to each Supplemental Chargor under this Supplemental Debenture; and
- (v) “Charged Property” (including references to relevant specific assets within the Charged Property), was a reference to the assets charged under this Supplemental Debenture.

6. THE DEBENTURE

- (a) The Existing Debentures shall remain in full force and effect as supplemented by this Supplemental Debenture.
- (b) The performance of, and compliance with, any undertaking, requirement or obligation by each Supplemental Chargor under this Supplemental Debenture constitutes the performance of, and compliance with, the corresponding undertaking, requirement or

obligation under the Existing Debentures and further, the performance of, and compliance with, any undertaking, requirement or obligation by each Supplemental Chargor under the Existing Debentures will be deemed to constitute the performance of, and compliance with, the corresponding undertaking, requirement or obligation by each Supplemental Chargor under this Supplemental Debenture.

- (c) For the avoidance of doubt, the provision of any documents by a Supplemental Chargor pursuant to the Existing Debentures (including clause 5.3 (*Delivery of Share Certificates*), clause 5.4 (*Title Documents*), clause 8.7 (*Investments: Delivery of Documents of Title*), clause 9.1 (*Accounts: Notification and Variation*) of the Original Debenture) shall discharge the obligation to provide the same documents under this Supplemental Debenture.

7. DESIGNATION

This Supplemental Debenture is designated as a Finance Document.

8. FAILURE TO EXECUTE

Failure by one or more parties (“**Non-Signatories**”) to execute this Supplemental Debenture on the date hereof will not invalidate the provisions of this Supplemental Debenture as between the other Parties who do execute this Supplemental Debenture. Such Non-Signatories may execute this Supplemental Debenture on a subsequent date and will thereupon become bound by its provisions.

9. NOTICES

Each Supplemental Chargor confirms that its address details for notices are that identified with its name below.

10. GOVERNING LAW AND JURISDICTION

- (a) This Supplemental Debenture and any non-contractual obligations arising out of or in connection with it are governed by English law.
- (b) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Supplemental Debenture (including a dispute relating to the existence, validity or termination of this Supplemental Debenture or any non-contractual obligations arising out of or in connection with this Supplemental Debenture) (a **Dispute**).
- (c) The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and, accordingly, no Party will argue to the contrary.

THIS SUPPLEMENTAL DEBENTURE has been signed on behalf of the Security Agent and executed as a deed by each Supplemental Chargor and is delivered by it on the date specified above.

SCHEDULE 1
THE SUPPLEMENTAL CHARGORS

Name of Supplemental Chargor	Registered Number
Iceland Midco Limited (formerly known as Oswestry Midco Limited)	07912960
Iceland Acquico Limited (formerly known as Oswestry Acquico Limited)	07939278
Iceland Foods Limited	01107406
Iceland VLNco Limited	07939288
Iceland Bondco plc (formerly known as Stretford 79 plc)	09084053
Iceland Foods Group Limited	06071707
Bejam Group Limited	00917174

SCHEDULE 2**PROPERTIES**

Chargor	Description of Property	Title Number	Freehold/Leasehold
Bejam Group Limited	Land and buildings on the south side of Flaxland, Bretton PE3 8DF	CB81915	Freehold
Bejam Group Limited	54 Brigstock Road, Thornton Heath CR7 8RX	SGL671322	Leasehold
Iceland Foods Limited	Unit B, Penny Lane Centre, Smithdown Road, Liverpool, Merseyside, L15 9EB	MS357277	Leasehold
Iceland Foods Limited	Unit 1, Penny Lane Neighbourhood Centre, Church Road, Wavertree, Liverpool (L15 9EB)	MS343815	Leasehold
Iceland Foods Limited	161/163 Commercial Street, Newport, NP20 1JQ	CYM111138	Freehold
Iceland Foods Limited	51/53 Chester Road, Shotton, Flintshire, CH5 1BY	WA931069	Freehold

SCHEDULE 3

DETAILS OF SHARES IN SUBSIDIARIES INCORPORATED IN ENGLAND & WALES

Chargor	Name of company in which shares are held	Name of nominee (if any) by whom shares are held	Class of shares held	Number of shares held
Iceland VLNco Limited	Iceland Bondco plc	N/A	Ordinary shares of £1 each	50,000
Iceland VLNco Limited	Iceland Midco Limited	N/A	Ordinary shares of £1 each	1
Iceland Midco Limited	Iceland Acquico Limited	N/A	Ordinary shares of £1 each	1
Iceland Acquico Limited	Iceland Foods Group Limited	N/A	A Ordinary shares of £1 each	1
Iceland Midco Limited	Bejam Group Limited	N/A	Ordinary shares of £0.10 each	128,453,750
Iceland Midco Limited	Iceland Foods Limited	N/A	Preference shares of £1 each	110,000
Iceland Midco Limited	Iceland Foods Limited	N/A	Ordinary shares of £1 each	35,000,100
Iceland Midco Limited	Iceland Foods Limited	N/A	Ordinary A shares of £1 each	10

SCHEDULE 4

DETAILS OF ACCOUNTS

Supplemental Chargor	Account Number	Sort Code	IBAN	Account Name	Bank Entity
Iceland Foods Limited	REDACTED		REDACTED	Euro Account	HSBC
Iceland Foods Limited	REDACTED		REDACTED	USD Account	HSBC
Iceland Foods Limited	REDACTED		REDACTED	Iceland Foods Ltd No'1 Account	HSBC
Iceland Foods Limited	REDACTED		REDACTED	Iceland Foods Ltd Deposit Account	HSBC
Iceland Foods Limited	REDACTED		REDACTED	Iceland Foods Ltd No 1 A/C	Barclays Bank
Iceland Foods Limited	REDACTED		REDACTED	Iceland Foods Ltd - No 2 Account	HSBC
Iceland Foods Limited	REDACTED		REDACTED	Iceland Foods Ltd - Euro Account	RBS
Iceland Foods Limited	REDACTED		REDACTED	Iceland Foods Ltd - USD Account	RBS
Iceland Foods Limited	REDACTED		REDACTED	Iceland Foods Ltd No 1	RBS

Supplemental Chargor	Account Number	Sort Code	IBAN	Account Name	Bank Entity
Iceland Foods Limited	REDACTED		REDACTED	Iceland Foods Ltd Deposit Account	RBS
Iceland Foods Limited	REDACTED		REDACTED	Iceland Group life assurance	RBS
Iceland Foods Limited	REDACTED		REDACTED	Iceland Foods Ltd	RBS
Iceland Foods Limited	REDACTED		REDACTED	Iceland Foods Ltd Euro	RBS
Iceland Foods Limited	REDACTED		REDACTED	Iceland Foods Ltd Cash Collateral	HSBC
Iceland Foods Group Limited	REDACTED		REDACTED	Iceland Foods Group	HSBC
Iceland Foods Limited	REDACTED		REDACTED	Iceland Foods Ltd Life Assurance Plan	HSBC
Iceland Bondco Plc	REDACTED		REDACTED	Iceland Bondco Plc	HSBC
Bejam Group Limited	REDACTED		REDACTED	Bejam Group Ltd	HSBC
Iceland Midco Limited	REDACTED		REDACTED	Iceland Midco Limited	HSBC

Supplemental Chargor	Account Number	Sort Code	IBAN	Account Name	Bank Entity
Iceland Acquico Limited	REDACTED		REDACTED	Iceland Acquico Limited	HSBC
Iceland VLNco Limited	REDACTED		REDACTED	Iceland VLNco Limited	HSBC
Iceland Foods Limited	REDACTED		REDACTED	Iceland Number 3 account	HSBC
Iceland Foods Limited	REDACTED		REDACTED	Iceland Foods Limited Deposit	HSBC

SCHEDULE 5

DETAILS OF INTELLECTUAL PROPERTY

Patent and Patent Applications

Name of Supplemental Chargor	Territory	Description	Patent No. / Application No.	Date of Registration/ Application
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None

Trade Marks and Trade Mark Applications

Name of Chargor	Territory	Trade Marks	Class No.	Registration No./ Application No.	Date of Registration/ Application
Iceland Foods Limited	United Kingdom	ICELAND (word and device) (series of two)	35	2000048B	31/10/1994
Iceland Foods Limited	United Kingdom	ICELAND (word and device) (series of two)	07,11	2138613	09/07/1997
Iceland Foods Limited	United Kingdom	ICELAND (stylised word)	29,30,31,32	2000048A	31/10/1994
Iceland Foods Limited	United Kingdom	ICELAND (stylised word) (series of two)	35	2298401	19/04/2002
Iceland Foods Limited	United Kingdom	MAJESTICS (word)	30	2429968	15/08/2006
Iceland Foods Limited	United Kingdom	MUM'S GONE TO	29,30,31,32	2171563	08/07/1998

		ICELAND (words)			
Iceland Foods Limited	United Kingdom	SO THAT'S WHY MUM'S GONE TO ICELAND (words)	35	2485164	17/04/2008
Iceland Foods Limited	United Kingdom	ICELAND FOOD YOU CAN TRUST (words)	29,30,31,32	2203592	21/07/1999
		(series of two)			
Iceland Foods Limited	United Kingdom	Iceland Ribbon (logo, in colour)	29,30,35	3021983	13/09/2013
Iceland Foods Limited	United Kingdom	THE POWER OF FROZEN (words)	29, 30, 35	3138177	27/11/2015

Registered Designs and Applications for Registered Designs

Name of Chargor	Territory	Design	Patent No. / Application No.	Date of Registration/ Application
None				

Copyright Works and Unregistered Designs

Name of Chargor	Description	Date of Creation	Author
None			

Other Intellectual Property of the Chargor

EXECUTION PAGES TO SUPPLEMENTAL DEBENTURE

THE SUPPLEMENTAL CHARGORS

EXECUTED as a DEED

by ICELAND MIDCO LIMITED

Signature of Director:

REDACTED

Name of Director:

MALCOLM WALKER

Address:

REDACTED

Fax:

01264 842 825

Attention:

MALCOLM WALKER

Signature of witness:

REDACTED

Name of witness:

JADE HARDING

Address of witness:

REDACTED

Occupation of witness:

PA

EXECUTED as a DEED

by ICELAND ACQUICO LIMITED

Signature of Director:

REDACTED

Name of Director:

MALCOLM WALKER

Address:

REDACTED

Fax:

01264 862 825

Attention:

MALCOLM WALKER

REDACTED

Signature of witness:

C

Name of witness:

JADE HARDING

Address of witness:

REDACTED

Occupation of witness:

PA

EXECUTED as a DEED

by ICELAND VLNCO LIMITED

REDACTED

Signature of Director

Name of Director: MALCOLM WALKER

Address: REDACTED

Fax: 01264 862 925

Attention: MALCOLM WALKER

REDACTED

Signature of witness:

Name of witness: JANE HARDING

Address of witness: REDACTED

Occupation of witness: PA

EXECUTED as a DEED

by ICELAND BONDCO PLC

REDACTED

Signature of Director:

Name of Director:

MALCOLM WALKER

Address:

REDACTED

Fax:

01284 042 000

Attention:

MALCOLM WALKER

Signature of witness:

REDACTED

Name of witness:

JADE HARDING

Address of witness:

REDACTED

Occupation of witness:

PA

EXECUTED as a DEED

by ICELAND FOODS GROUP LIMITED

REDACTED

Signature of Director:

Name of Director:

MALCOLM WALKER

Address:

S

REDACTED

Fax:

01244 842 825

Attention:

MALCOLM WALKER

REDACTED

Signature of witness:

Name of witness:

JADE HARDING

Address of witness:

REDACTED

Occupation of witness:

PA

EXECUTED as a DEED

by ICELAND FOODS LIMITED

REDACTED

Signature of Director:

Name of Director: RICHARD GWEED

Address: REDACTED

Fax: 01244 862825

Attention: RICH EWEN

REDACTED

Signature of witness:

Name of witness: PAUL YASSEN

Address of witness: REDACTED

Occupation of witness: SOLICITOR

EXECUTED as a DEED

by BEJAM GROUP LIMITED

Signature of Director:

REDACTED

Name of Director:

DUNCAN VANCEMAN

Address:

REDACTED

Fax: 01244 862 825

Attention: DUNCAN VANCEMAN

REDACTED

Signature of witness:

Name of witness:

PAUL BASUEL

Address of witness:

REDACTED

Occupation of witness:

Solicitor

THE SECURITY AGENT

Signed by


HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED
By: **REDACTED** Daisuke Takekawa
Authorised Signatory

Address: Level 28, 8 Canada Square, London, E14 5HQ

Fax: +44 (0) 207 991 4350

Attention: CTLA Trustee Services Administration