



Registration of a Charge

Company name: **LONDON FOOD TRADERS LIMITED**

Company number: **01206066**



X8YSUMFF

Received for Electronic Filing: **14/02/2020**

Details of Charge

Date of creation: **31/01/2020**

Charge code: **0120 6066 0003**

Persons entitled: **WILMINGTON TRUST (LONDON) LIMITED (AND ITS SUCCESSORS IN TITLE AND PERMITTED TRANSFEREES)**

Brief description:

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:

LINKLATERS LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1206066

Charge code: 0120 6066 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 31st January 2020 and created by LONDON FOOD TRADERS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th February 2020 .

Given at Companies House, Cardiff on 17th February 2020

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

DEED OF CONFIRMATION

Dated 31 January 2020

Created by

The Companies named herein as the Confirming Companies

in favour of

WILMINGTON TRUST (LONDON) LIMITED

acting as Security Agent

Linklaters

Ref: L-289358

Linklaters LLP

Verified that, save for the material redacted pursuant to section 859G of the Companies Act 2006, to the best of our knowledge this copy instrument is a correct copy of the original instrument.

Linklaters LLP
13/02/2020

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THIS DEED OF CONFIRMATION (the "**Deed**") is dated 31 January 2020 and made between:

- (1) **ROWSE HONEY LIMITED**, a limited liability company incorporated in and registered under the laws of England and Wales with registration number 01024018 and having its registered office at 35 Great St. Helen's, London, England, EC3A 6AP (the "**Confirming Company 1**");
- (2) **VALEO FOODS UK LIMITED**, a limited liability company incorporated in and registered under the laws of England and Wales with registration number 08894039 and having its registered office at 35 Great St. Helen's, London, England, EC3A 6AP (the "**Confirming Company 2**");
- (3) **ROWSE EBT LIMITED**, a limited liability company incorporated in and registered under the laws of England and Wales with registration number 05897781 and having its registered office at 35 Great St. Helen's, London, England, EC3A 6AP (the "**Confirming Company 3**");
- (4) **LONDON FOOD TRADERS LIMITED** a limited liability company incorporated in and registered under the laws of England and Wales with registration number 01206066 and having its registered office at 35 Great St. Helen's, London, England, EC3A 6AP (the "**Confirming Company 4**");
- (5) **VALEO FOODS (GROUP) UK LLP**, a limited liability partnership incorporated and registered under the laws of England and Wales with registration number OC391111 and having its registered office at 35 Great St. Helen's, London, England, EC3A 6AP (the "**Confirming Company 5**");
- (6) **BUGANDA UNLIMITED COMPANY**, a private unlimited company incorporated in the Republic of Ireland with registration number 216104 and having its registered office at Commercial House, Milbank Business Park, Lucan, County Dublin (the "**Confirming Company 6**");
- (7) **VALEO FOODS**, a private unlimited company incorporated in the Republic of Ireland with registration number 488248 and having its registered office at Commercial House, Milbank Business Park, Lucan, County Dublin (the "**Confirming Company 7**");
- (8) **FRUIT JUICES LIMITED**, a private unlimited company incorporated in the Republic of Ireland with registration number 10211 and having its registered office at Commercial House, Milbank Business Park, Lucan, County Dublin (the "**Confirming Company 8**");
- (9) **VALEO FOODS (IRELAND) UNLIMITED COMPANY**, a private unlimited company incorporated in the Republic of Ireland with registration number 141059 and having its registered office at Commercial House, Milbank Business Park, Lucan, County Dublin (the "**Confirming Company 9**");
- (10) **JACOB FRUITFIELD FOODS**, a private unlimited company incorporated in the Republic of Ireland with registration number 323282 and having its registered office at Commercial House, Milbank Business Park, Lucan, County Dublin (the "**Confirming Company 10**");
- (11) **VALEO FOODS LUXCO S.À R.L.**, a private limited liability company (*société à responsabilité limitée*) incorporated in Luxembourg, having its registered office at 7, rue Lou Hemmer, L-1748 Luxembourg-Findel and registered with the Luxembourg Register of Commerce and Companies under number B196475 (the "**Confirming Company 11**");
- (12) **BIG BEAR CONFECTIONERY LIMITED**, a limited liability company incorporated in and registered under the laws of England and Wales with registration number 04849228 and

having its registered office at 35 Great St. Helen's, London, England, EC3A 6AP (the "**Confirming Company 12**");

- (13) **VALEO CONFECTIONERY LIMITED**, a company incorporated and registered under the laws of England and Wales with registration number 02025064 and having its registered office at Quality House, Vicarage Lane, Blackpool, FY4 4NQ (the "**Confirming Company 13**");
- (14) **TANGERINE CONFECTIONERY GROUP LIMITED**, a company incorporated and registered under the laws of England and Wales with registration number 05660094 and having its registered office at Quality House, Vicarage Lane, Blackpool, FY4 4NQ (the "**Confirming Company 14**");
- (15) **TANGERINE CONFECTIONERY HOLDING LIMITED**, a company incorporated and registered under the laws of England and Wales with registration number 03417210 and having its registered office at Quality House, Vicarage Lane, Blackpool, FY4 4NQ (the "**Confirming Company 15**");
- (16) **TAURUS BIDCO LIMITED**, a company incorporated and registered under the laws of England and Wales with registration number 07645635 and having its registered office at Quality House, Vicarage Lane, Blackpool, FY4 4NQ (the "**Confirming Company 16**");
- (17) **TAURUS 3 LIMITED**, a company incorporated and registered under the laws of England and Wales with registration number 07645590 and having its registered office at Quality House, Vicarage Lane, Blackpool, FY4 4NQ (the "**Confirming Company 17**"); and
- (18) **BAKERY FOODS LIMITED**, a company incorporated and registered under the laws of England and Wales with registration number 11913736 and having its registered office at Trinity Park House, Fox Way, Wakefield, West Yorkshire, England, WF2 8EE (the "**Confirming Company 18**");

(together, the "**Confirming Companies**")

in favour of

- (19) **WILMINGTON TRUST (LONDON) LIMITED** as security agent for the Secured Parties (the "**Security Agent**").

WHEREAS:

(A) Pursuant to an:

- (1) additional facility notice dated 7 August 2019 from Valeo Foods (Jersey) Limited (the "**Parent**") and Valeo F1 Company Limited (the "**Company**"), addressed to J.P. Morgan Europe Limited as agent (the "**Canary Additional Facility Notice**") in relation to additional facility commitments in aggregate equal to £73,500,000 provided by the Additional Facility Lenders (as defined therein) and established in accordance with Clause 2.2 (*Additional Facilities*) of a senior facilities agreement originally dated 30 April 2015 as amended and restated pursuant to amendment and restatement agreements dated 17 August 2015, 20 August 2015, 4 September 2015, and 18 August 2017, as amended pursuant to an amendment letter dated 4 April 2017 and as further amended pursuant to an amendment agreement dated 6 August 2018 (the "**Senior Facilities Agreement**"); and
- (2) additional facility notice dated 9 October 2019 from the Parent and the Company, addressed to J.P. Morgan Europe Limited as agent (the "**Oak Additional Facility**");

Notice" and together with the Canary Additional Facility Notice the "**Additional Facility Notices**") in relation to additional facility commitments in aggregate equal to £33,000,000 provided by the Additional Facility Lenders (as defined therein) and established in accordance with Clause 2.2 (*Additional Facilities*) of the Senior Facilities Agreement,

it was a condition subsequent to the Company's entry into the Additional Facility Notices that certain companies (including the Confirming Companies) would confirm existing security documentation by way of deed, in order to confirm that any existing security given in support of the Secured Obligations (as defined in the Intercreditor Agreement) will extend to the Additional Facility Notices.

- (B) As security for certain of its and other Obligor's obligations under, among other things, the Senior Finance Documents and/or the Second Lien Finance Documents, each of the Confirming Companies entered into various Security Documents as listed under its name in Schedule 1 (*Original Security Agreements*).

IT IS AGREED as follows:

1 Definitions and Interpretation

"Debenture" means the English law debenture dated 4 August 2015 entered into between Confirming Company 1, Confirming Company 2, Confirming Company 3, Confirming Company 4 and Confirming Company 5 as Chargors and the Security Agent.

"Debenture Accession Deeds" means the accession deeds dated:

- (a) 5 August 2015 entered into between Confirming Company 9, Confirming Company 10 and Confirming Company 11 and the Security Agent pursuant to which between Confirming Company 9, Confirming Company 10 and Confirming Company 11 acceded to the Debenture;
- (b) 25 April 2018 entered into between Confirming Company 12 and the Security Agent pursuant to which Confirming Company 12 acceded to the Debenture;
- (c) 9 October 2018 entered into between Confirming Company 13, Confirming Company 14, Confirming Company 15, Confirming Company 16 and Confirming Company 17 and the Security Agent pursuant to which Confirming Company 13, Confirming Company 14, Confirming Company 15, Confirming Company 16 and Confirming Company 17 acceded to the Debenture; and
- (d) 4 December 2019 entered into between Confirming Company 18 and the Security Agent pursuant to which Confirming Company 18 acceded to the Debenture.

"Facilities" shall have the meaning given to that term in the Senior Facilities Agreement and/or the Second Lien Facility Agreement, as applicable;

"Intercreditor Agreement" means the intercreditor agreement dated 6 May 2015 entered into between, among others, the Parent, the Original Debtors (as defined therein), J.P. Morgan Europe Limited as Senior Agent and Wilmington Trust (London) Limited as Common Security Agent;

"LLP Charge" means an English law charge over members interests in a limited liability partnership dated 5 August 2015 entered into between Confirming Company 6 and Confirming Company 8 as Chargors and the Security Agent.

"Second Lien Facility Agreement" means the second lien facility agreement dated 18 August 2017 between, among others, the Parent, the Company and Wilmington Trust (London) Limited as the Agent and Security Agent;

"Original Security Agreements" means the Debenture, the Debenture Accession Deeds, the Share Charge and the LLP Charge.

"Secured Obligations" shall have the meaning given to that term in the Intercreditor Agreement.

"Share Charge" means an English law share charge dated 5 August 2015 entered into between Confirming Company 6 and Confirming Company 7 as Chargors and the Security Agent.

"Share Charge Accession Deeds" means:

- (a) the English law deed of accession dated 25 April 2018 entered into between Confirming Company 1 as acceding chargor and the Security Agent and relating to the shares in Confirming Company 12 held by Confirming Company 1; and
- (b) the English law deed of accession dated 9 October 2018 entered into between Confirming Company 1 as acceding chargor and the Security Agent and relating to the shares in Confirming Company 13, Confirming Company 14, Confirming Company 15, Confirming Company 16 and Confirming Company 17 held by Confirming Company 1.

1.1 Unless otherwise defined herein, terms defined in Senior Facilities Agreement and/or the Second Lien Facility Agreement (as applicable) and the Intercreditor Agreement shall have the same meaning in this Deed.

1.2 The rules of construction set out in clause 1.3 (*Construction*) of each Original Security Agreement other than the Debenture Accession Deeds, clause 1.2 (*Construction*) of the Senior Facilities Agreement and clause 1.2 (*Construction*) of the Second Lien Facility Agreement shall apply to this Deed as if set out in full herein but as if references therein to "this Agreement" are to this Deed instead.

1.3 In the event of any inconsistency between this Agreement and the Senior Facilities Agreement, the Second Lien Facility Agreement and/or the Intercreditor Agreement (as applicable), the provisions of the Senior Facilities Agreement, the Second Lien Facility Agreement and/or the Intercreditor Agreement (as applicable) shall prevail.

2 Security Confirmation

2.1 Each of the Confirming Companies confirms for the benefit of the Secured Parties that:

- 2.1.1** the Security granted by it, including without limitation pursuant to the Original Security Agreements to which it is a party, remains in full force and effect and legal, valid and binding notwithstanding the designation of any new document as a Senior Finance Document and/or a Second Lien Finance Document or any additions, amendments, refinancing, novation, substitution or supplements of or to the Senior Finance Documents and/or the Second Lien Finance Documents and the imposition of any amended, extended, increased, new or more onerous obligations under the Senior Finance Documents and/or the Second Lien Finance Documents in relation to any of the Confirming Companies and any Obligor, including without limitation the Additional Facility Commitments as defined in the Additional Facility Notices; and

2.1.2 the Security granted by it, including without limitation pursuant to the Original Security Agreements to which it is a party, continues to secure the Secured Obligations under the Senior Finance Documents and/or the Second Lien Finance Documents as amended and extends to all new obligations assumed by that Confirming Company and any Obligor under any amended or new Senior Finance Document and/or a Second Lien Finance Document (including, for the avoidance of doubt, the Senior Facilities Agreement and the Second Lien Facility Agreement) and so that the Original Security Agreements secure the Secured Obligations as such Secured Obligations have been increased and extended pursuant to the increased, extended or new Senior Facility,

in the cases of Clauses 2.1.1 and 2.1.2 above, as a result of the entry into the Additional Facility Notices.

2.2 This Deed shall be without prejudice to the ability of the Obligors and the Secured Parties to make further amendments to the Senior Finance Documents and/or the Second Lien Finance Documents in the future without similar confirmations.

3 Third Party Rights

A person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Deed.

4 Counterparts

This Deed may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed.

5 Partial Invalidity

If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provisions under the law of any jurisdiction will in any way be affected or impaired.

6 Governing Law

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

SCHEDULE 1
Original Security Agreements

1 Confirming Company 1

The Debenture.

The Share Charge Accession Deeds.

2 Confirming Company 2

The Debenture.

3 Confirming Company 3

The Debenture.

4 Confirming Company 4

The Debenture.

5 Confirming Company 5

The Debenture.

6 Confirming Company 6

The Share Charge.

The LLP Charge.

7 Confirming Company 7

The Share Charge.

8 Confirming Company 8

The LLP Charge.

9 Confirming Company 9

The Debenture Accession Deed.

10 Confirming Company 10

The Debenture Accession Deed.

11 Confirming Company 11

The Debenture Accession Deed.

12 Confirming Company 12

The Debenture Accession Deed.

- 13 Confirming Company 13**
The Debenture Accession Deed.
- 14 Confirming Company 14**
The Debenture Accession Deed.
- 15 Confirming Company 15**
The Debenture Accession Deed.
- 16 Confirming Company 16**
The Debenture Accession Deed.
- 17 Confirming Company 17**
The Debenture Accession Deed.
- 18 Confirming Company 18**
The Debenture Accession Deed.

In witness whereof this Deed has been executed by the below listed Confirming Companies and is intended to be and is hereby delivered on the date specified above.

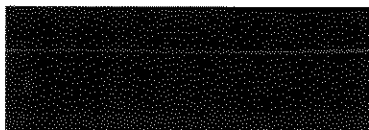
Signatures

Confirming Company 1

Signed as a deed by **ROWSE HONEY LIMITED** acting
by a Director in the presence of a witness



Name: Jason Rodrigues
Title: Director



Name of witness: Danielle Collins

Address of witness:



Occupation of witness: EA

Address:

Fax No:

Attention:

Copy to: Kirkland & Ellis International LLP

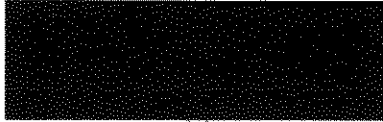
Address: 30 St Mary Axe
London EC3A 8AF
United Kingdom

Fax: +44(0)2074692001

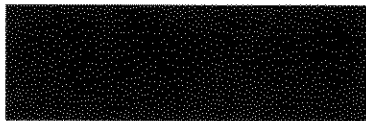
Attention:

Confirming Company 2

Signed as a deed by **VALEO FOODS UK LIMITED**
acting by a Director in the presence of a witness



Name: Jason O Rodriguez
Title: Director



Name of witness: Danielle Collins

Address of witness:



Occupation of witness: EA

Address:

Fax No:

Attention:

Copy to: Kirkland & Ellis International LLP

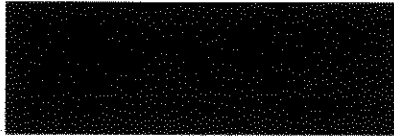
Address: 30 St Mary Axe
London EC3A 8AF
United Kingdom

Fax: +44(0)2074692001

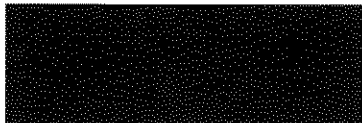
Attention:

Confirming Company 3

Signed as a deed by **ROWSE EBT LIMITED** acting by a
Director in the presence



Name: *Jason Rodrigues*
Title: Director



Name of witness: *Danielle Collins*

Address of witness:



Occupation of witness: *EA*

Address:

Fax No:

Attention:

Copy to: Kirkland & Ellis International LLP

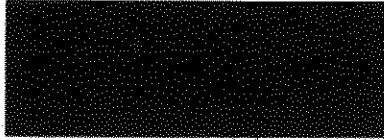
Address: 30 St Mary Axe
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United Kingdom

Fax: +44(0)2074692001

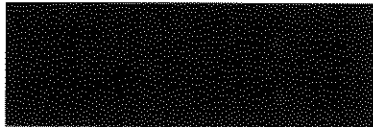
Attention:

Confirming Company 4

Signed as a deed by **LONDON FOOD TRADERS LIMITED** acting by a Director in the presence of a witness



Name: *Jason Rodriguez*
Title: Director



Name of witness: *Danielle Collins*

Address of witness:



Occupation of witness: *EA*

Address:

Fax No:

Attention:

Copy to: Kirkland & Ellis International LLP

Address: 30 St Mary Axe
London EC3A 8AF
United Kingdom

Fax: +44(0)207 469 2001

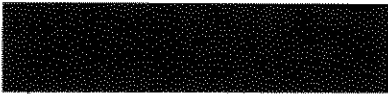
Attention:

Confirming Company 5

Signed as a deed by VALEO FOODS (GROUP) UK LLP
acting by its member Buganda, itself acting by a Director
in the presence of a witness

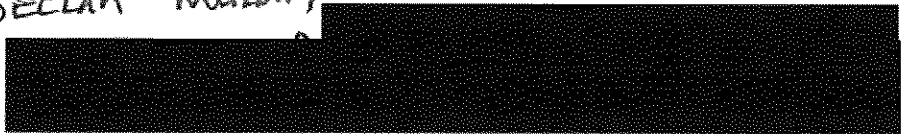


Name: *Seamus Kearney*
Title: Director



Name of witness: *DECLAN MURPHY*

Address of witness:



Occupation of witness: *ACCOUNTANT*

Address:

Fax No:

Attention:

Copy to: Kirkland & Ellis International LLP

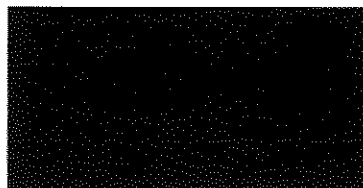
Address: 30 St Mary Axe
London EC3A 8AF
United Kingdom

Fax: +44(0)207 469 2001

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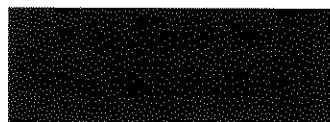
Confirming Company 6

Given under the **COMMON SEAL** of
BUGANDA UNLIMITED COMPANY
and delivered as a **DEED** by



Name: *Seamus Henry*

Title: Director



Name: *Brendan Feeney*

Title: Director/ Secretary

Address: Commercial House
Millbank Business Park
Lucan
Co. Dublin
Ireland

Fax No: +353 1 460 1336

Attention: Brendan Feeney

Copy to: Kirkland & Ellis International LLP

Address: 30 St Mary Axe
London EC3A 8AF
United Kingdom

Fax: +44(0)207 469 2001

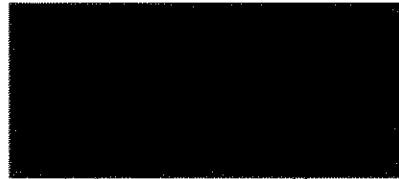
Attention:

Confirming Company 7

Given under the COMMON SEAL of

VALEO FOODS

and delivered as a DEED by



Name: *Seamus Kearney*

Title: Director



Name: *Brendan Feeney*

Title: Director/ Secretary

Address of witness: Commercial House
Millbank Business Park
Lucan
Co. Dublin
Ireland

Fax No: +353 1 460 1336

Attention: Brendan Feeney

Copy to: Kirkland & Ellis International LLP

Address: 30 St Mary Axe
London EC3A 8AF
United Kingdom

Fax: +44(0)207 469 2001

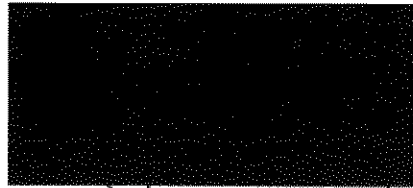
Attention:

Confirming Company 8

Given under the **COMMON SEAL** of

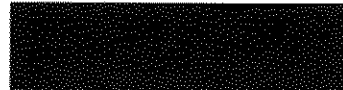
FRUIT JUICES LIMITED

and delivered as a **DEED** by



Name: *SEAMUS KEENEY*

Title: Director



Name: *BRENDAN FEENEY*

Title: Director/ Secretary

Address of witness: Commercial House
Millbank Business Park
Lucan
Co. Dublin
Ireland

Fax No: +353 1 460 1336

Attention: Brendan Feeney

Copy to: Kirkland & Ellis International LLP

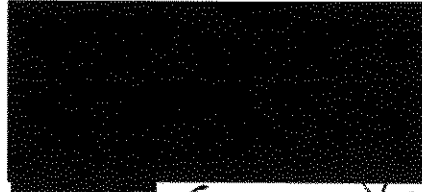
Address: 30 St Mary Axe
London EC3A 8AF
United Kingdom

Fax: +44(0)207 469 2001

Attention:

Confirming Company 9

Given under the **COMMON SEAL** of
VALEO FOODS (IRELAND) UNLIMITED COMPANY
and delivered as a **DEED** by



Name: *Seamus Kenney*

Title: Director



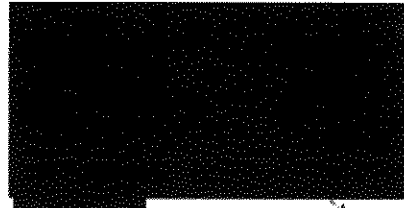
Name: *Brendan Feeney*

Title: Director/ Secretary

Fax No: +353 1 460 1336
Attention: Brendan Feeney
Copy to: Kirkland & Ellis International LLP
Address: 30 St Mary Axe
London EC3A 8AF
United Kingdom
Fax: +44(0)207 469 2001
Attention:

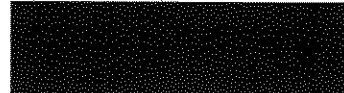
Confirming Company 10

Given under the **COMMON SEAL** of
JACOB FRUITFIELD FOODS UNLIMITED COMPANY
and delivered as a **DEED** by



Name: *Stamus Kearney*

Title: Director



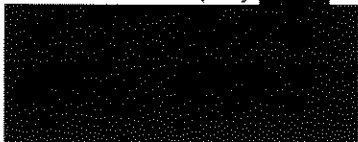
Name: *Brendan Feeney*

Title: Director/ Secretary

Fax No: +353 1 460 1336
Attention: Brendan Feeney
Copy to: Kirkland & Ellis International LLP
Address: 30 St Mary Axe
London EC3A 8AF
United Kingdom
Fax: +44(0)207 469 2001
Attention:

Confirming Company 11

Signed as a deed by VALEO FOODS LUXCO
S.À R.L. as Company

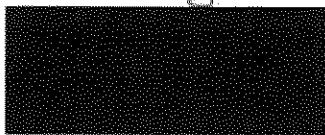


acting by:

Dalia Bleyer
Manager

title:

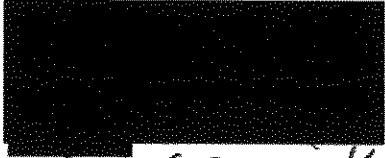
*Signature of Dalia Bleyer is
witnessed by Wlodek Fontanov*



Aztec Financial Services (Luxembourg) S.A.
8, rue Lou Hemmer
L-1748 Senningerberg
Grand Duchy of Luxembourg
Tel: 352 246 160 6000

Confirming Company 12

Signed as a deed by **BIG BEAR CONFECTIONERY LIMITED** acting by a Director in the presence of a witness



Name: *SEamus KEARNEY*
Title: Director



Name of witness: *DECLAN MURPHY*
Address of witness: [Redacted]

Occupation of witness: *ACCOUNTANT*

Address:

Fax No:

Attention:

Copy to: Kirkland & Ellis International LLP

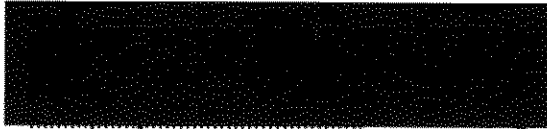
Address: 30 St Mary Axe
London EC3A 8AF
United Kingdom

Fax: +44(0)207 469 2001

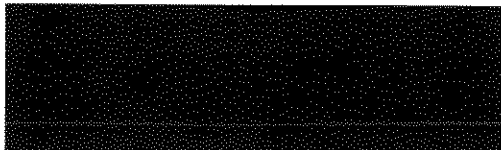
Attention:

Confirming Company 13

Signed as a deed by **VALEO CONFECTIONERY LIMITED** acting by a Director in the presence of a witness

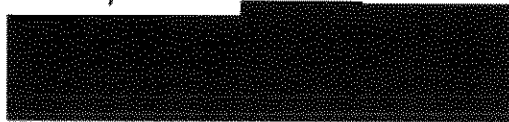


Name: *Andrew Hawley*
Title: Director



Name of witness: *VAN TROYS MARIA*

Address of witness:



Occupation of witness: *CPO*

Address:

Fax No:

Attention:

Copy to: Kirkland & Ellis International LLP

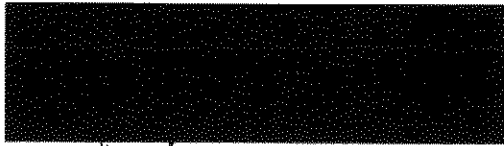
Address: 30 St Mary Axe
London EC3A 8AF
United Kingdom

Fax: +44(0)207 469 2001

Attention:

Confirming Company 14

Signed as a deed by **TANGERINE CONFECTIONERY
GROUP LIMITED** acting by a Director in the presence of
a witness

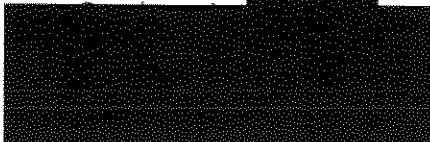


Name: *Andrew Hawley*
Title: Director



Name of witness: *VAN TROYS MARIA*

Address of witness:



Occupation of witness:

CFO

Address:

Fax No:

Attention:

Copy to: Kirkland & Ellis International LLP

Address: 30 St Mary Axe
London EC3A 8AF
United Kingdom

Fax: +44(0)207 469 2001

Attention:

Confirming Company 15

Signed as a deed by **TANGERINE CONFECTIONERY
HOLDING LIMITED** acting by a Director in the presence
of a witness

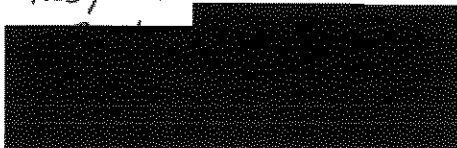


Name: *Andrew Hawley*
Title: Director



Name of witness: *VAN TROYS MARIA*

Address of witness:



Occupation of witness:

CFO

Address:

Fax No:

Attention:

Copy to: Kirkland & Ellis International LLP

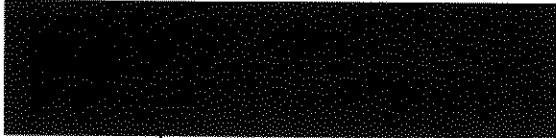
Address: 30 St Mary Axe
London EC3A 8AF
United Kingdom

Fax: +44(0)207 469 2001

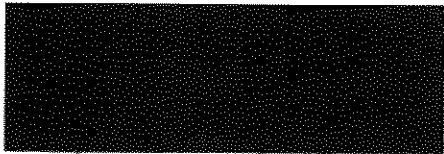
Attention:

Confirming Company 16

Signed as a deed by **TAURUS BIDCO LIMITED** acting
by a Director in the presence of a witness

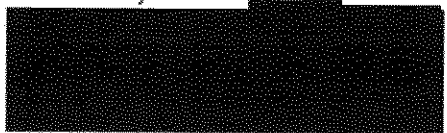


Name: *Andrew Hawley*
Title: Director



Name of witness: *VAN TROYS MARIA*

Address of witness:



Occupation of witness:

CPO

Address:

Fax No:

Attention:

Copy to: Kirkland & Ellis International LLP

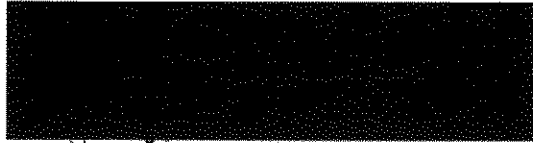
Address: 30 St Mary Axe
London EC3A 8AF
United Kingdom

Fax: +44(0)207 469 2001

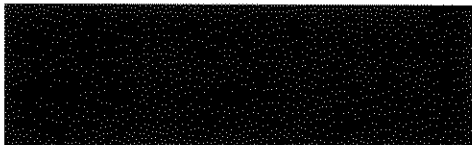
Attention:

Confirming Company 17

Signed as a deed by **TAURUS 3 LIMITED** acting by a
Director in the presence of a witness

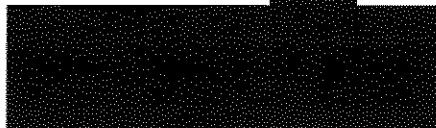


Name: *Andrew Hawley*
Title: Director



Name of witness: *MARIA VAN TROYS*

Address of witness:



Occupation of witness:

CFO

Address:

Fax No:

Attention:

Copy to: Kirkland & Ellis International LLP

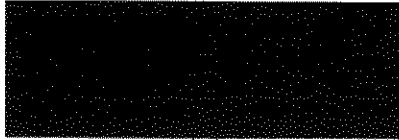
Address: 30 St Mary Axe
London EC3A 8AF
United Kingdom

Fax: +44(0)207 469 2001

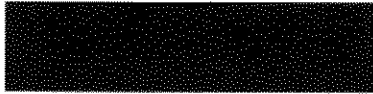
Attention:

Confirming Company 18

Signed as a deed by **BAKERY FOODS LIMITED** acting
by a Director in the presence of a witness

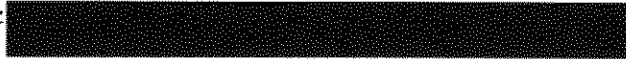


Name: *Jason Rodrigues*
Title: Director



Name of witness: *Danielle Collins*

Address of witness:



Occupation of witness: *EA*

Address:

Fax No:

Attention:

Copy to: Kirkland & Ellis International LLP

Address: 30 St Mary Axe
London EC3A 8AF
United Kingdom

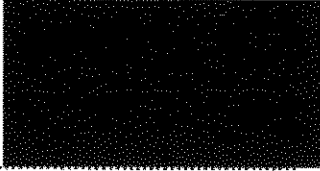
Fax: +44(0)207 469 2001

Attention:

The Security Agent

Signed for and on behalf of **WILMINGTON TRUST
(LONDON) LIMITED** as Security Agent

By:



Name:

Keith Reader

Title:

Director



Name of witness:

Emma Fox

Address of witness:

Relationship Manager

as set out below

Occupation of witness:

Address:

**Third Floor
1 King's Arms Yard
London, EC2R 7AF
United Kingdom**

Email:



Attention:

Emma Fox