



**Registration of a Charge**

Company name: **HANCOCKS HOLDINGS LIMITED**

Company number: **02884267**



X65RC15T

Received for Electronic Filing: **04/05/2017**

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**Details of Charge**

Date of creation: **28/04/2017**

Charge code: **0288 4267 0012**

Persons entitled: **U.S. BANK TRUSTEES LIMITED**

Brief description: **PURSUANT TO CLAUSE 2.4(A) OF THE CHARGE, HANCOCKS HOLDINGS LIMITED CHARGES BY WAY OF FIRST FIXED CHARGE THE LAND ON THE EAST SIDE OF DEVON STREET, REGISTERED AT THE LAND REGISTRY WITH FREEHOLD TITLE NUMBER WM570251. PLEASE REFER TO THE INSTRUMENT FOR FURTHER DETAILS.**

**Contains fixed charge(s).**

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

**Contains negative pledge.**

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**Authentication of Form**

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

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**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: **SHEARMAN & STERLING (LONDON) LLP**



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

Company number: 2884267

Charge code: 0288 4267 0012

The Registrar of Companies for England and Wales hereby certifies that a charge dated 28th April 2017 and created by HANCOCKS HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th May 2017 .

Given at Companies House, Cardiff on 5th May 2017

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**

**THIS SECURITY ACCESSION DEED** is made on 28 April 2017.

**BETWEEN:**

- (1) Hancocks Holdings Limited, a company incorporated in England and Wales with registered number 02884267 (the "**New Chargor**");
- (2) Innovative Bites Ltd (the "**Parent**"); and
- (3) U.S. Bank Trustees Limited, as security trustee for itself and the other Secured Parties (the "**Security Agent**").

**RECITAL:**

This deed is supplemental to a debenture dated 12 April 2017 between, amongst others, the Chargors named therein and the Security Agent, as previously supplemented and amended by earlier Security Accession Deeds (if any) (the "**Debenture**").

**NOW THIS DEED WITNESSES** as follows:

**1. INTERPRETATION**

**1.1 Definitions**

Unless otherwise expressly defined herein or the context otherwise requires, terms defined in the Debenture shall have the same meaning when used in this deed.

"**Assigned Contracts**" includes those listed in Schedule 1 to this deed.

**1.2 Construction**

Clauses 1.2 (*Facilities Agreement*) to 1.10 (*Intercreditor Agreement*) of the Debenture will be deemed to be set out in full in this deed, but as if references in those clauses to the Debenture were references to this deed.

The terms of Clause 4 (*Negative Pledge and Disposals*) of the Debenture are incorporated herein and shall be deemed to form part of this deed for the purposes of section 859D(2)(c) of the Companies Act 2006.

**2. ACCESSION OF NEW CHARGOR**

**2.1 Accession**

The New Chargor agrees to be a Chargor for the purposes of the Debenture with immediate effect and agrees to be bound by all of the terms of the Debenture as if it had originally been a party to it as a Chargor.

**2.2 Covenant to pay**

The New Chargor shall on demand pay or discharge to the Security Agent the Secured Liabilities when the same have become due in the manner provided for in the Finance Documents, provided that neither such covenant nor the Security created by the 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.

**2.3 Creation of Charges**

All Charges and assignments under this deed are:

- (a) made in favour of the Security Agent (for the benefit of itself and the other Secured Parties);
- (b) made with full title guarantee (with all covenants implied herein pursuant to the Law of Property (Miscellaneous Provisions) Act 1994 being subject to and qualified by the Legal Reservations; and
- (c) Security for the payment and discharge of all Secured Liabilities.

All Charged Assets are excluded from the Charges created pursuant to clause 2.4 (*Fixed Charges*) to the extent specifically assigned pursuant to clause 2.5 (*Assignment by way of Security*).

## 2.4 FIXED CHARGES

The New Chargo charges:

- (a) **Real Property:**
  - (i) by way of first legal mortgage and all Real Property in England or Wales now belonging to it (including any property specified in Schedule 2 (*Details of Real Property*) hereto); and
  - (ii) by way of first fixed charge all its rights, title and interest, present and future, in and to Real Property in England or Wales not mortgaged pursuant to paragraph (i) above;
- (b) **Investments:**
  - (i) by way of first fixed charge all its rights, title and interest in and to the all Investments now belonging to it (including any Investments specified in Schedule 3 (*Details of Investments*) hereto); and
  - (ii) by way of first fixed charge all its rights, title and interest in and to all Investments belonging to it (present and future) not referred to in paragraph (i) above;
- (c) **Monetary Claims:** by way of first fixed charge all its rights, title and interest present and future in and to 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 the Debenture or this deed;
- (d) **Intellectual Property:** by way of first fixed charge all its rights, title and interest present and future in and to Intellectual Property and all Related Rights (including, without limitation, the Intellectual Property specified in Schedule 4 (*Details of Intellectual Property*) hereto) to the extent it is capable of being charged;
- (e) **Bank Accounts:** by way of first fixed charge all its rights, title and interest present and future in and to the Bank Accounts (including any Bank Accounts specified in Schedule 5 (*Details of Bank Accounts*) hereto);
- (f) **Insurance Policies:** by way of first fixed charge all its rights, title and interest present and future in and to the Insurance Policies and all Related Rights;
- (g) **Personal Chattels:** by way of first fixed charge all its rights, title and interest present and future in and to the Personal Chattels (including any Personal Chattels specified in Schedule 6 (*Details of Personal Chattels*) hereto); and
- (h) **Goodwill and uncalled capital and pension fund:** by way of first fixed charge all its rights, title and interest present and future in and to:
  - (i) all its uncalled capital;

- (ii) all its goodwill; and
- (iii) any pension fund and plan (to the extent such Security does not breach the terms of such plan)

## 2.5 Assignment by way of Security

- (a) The New Chargor hereby assigns and agrees to assign absolutely (subject to the right to reassignment on redemption pursuant to Clause 20.9 (*Final redemption*) of the Debenture) all its present and future rights, title, interest and benefit in and to the Assigned Contracts, including all moneys payable to it, and any claims, awards and judgments in favour of it, under or in connection with the Assigned Contracts.
- (b) Until a Declared Default, each Chargor shall (in its sole discretion) be entitled to exercise all its rights, remedies, discretion or judgments (including the giving of any waivers or consents) in the Assigned Contracts and to be entitled to all proceeds and claims arising therefrom, subject to the other provisions of this deed.

## 2.6 Floating Charge

The New Chargor charges (subject to any Permitted Security) by way of first floating Charge its present and future undertaking and all its assets other than any asset effectively mortgaged, charged or assigned under clause 2.4 (*Fixed Charges*) or clause 2.5 (*Assignment by way of Security*).

## 3. CONSENT OF EXISTING CHARGORS

The Parent, for itself and as agent for each of the other Chargors under the Debenture, agrees to the terms of this deed and agrees that its execution will in no way prejudice or affect the Security granted by each of them under (and covenants and undertakings given by each of them in) the Debenture.

## 4. CONSTRUCTION OF DEBENTURE

The Debenture and this deed shall be read together as one instrument on the basis that references in the Debenture to "this Deed" will be deemed to include this deed.

## 5. NOTICES

The New Chargor confirms that its address details for notices in relation to Clause 23 (*Communications*) of the Debenture are as follows:

Address: Unit D, Chiltern Park Industrial Estate, Boscombe Road, Dunstable, Bedfordshire, LU5 4LT

Fax: 01753437142

Email: [accounts@innovativebites.com](mailto:accounts@innovativebites.com)

Attention: Jayesh Purohit/Graham Jones

## 6. COUNTERPARTS

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

## 7. GOVERNING LAW AND JURISDICTION

- 7.1 This deed is governed by and shall be construed in accordance with English law. Any non-contractual obligations arising out of or in connection with this deed are governed by English law.

- 7.2 Subject to clause 7.4 below, the courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this deed (including a dispute regarding the existence, validity or termination of this deed or any non-contractual obligation arising out of or in connection with this deed) or the consequences of its nullity (a "**Dispute**").
- 7.3 The parties agree that the courts of England are the most appropriate and convenient courts to settle any Disputes between them and accordingly no party shall argue to the contrary.
- 7.4 This clause is for the benefit of the Secured Parties only. As a result, no Secured Party shall be prevented from taking:
- (a) proceedings relating to a Dispute in any other courts with jurisdiction; and
  - (b) to the extent allowed by law, concurrent proceedings in any number of jurisdictions.

**IN WITNESS** whereof this deed has been duly executed and delivered on the date first above written.

**SCHEDULE 1**

**Assigned Contracts**

1. The Tokio Marine Kiln Insurance Limited Marine Cargo Insurance Policy (UK0055611701PX); and
2. the Tokio Marine Kiln Insurance Limited Commercial Combined Insurance Policy (UK0040731701CC).



## SCHEDULE 2

### Details of Real Property

Land on the East Side of Devon Street, registered at the Land Registry with freehold title number WM570251.

Land lying to the North West of Wharfedale Road, Euroway Industrial Estate, Bradford, registered at the Land Registry with freehold title number WYK312175.

Plot 4100, Cross Point, Ansty, registered at the Land Registry with freehold title number WM594680.

Land on the West Side of Stockholm Road, Kingston upon Hull, registered at the Land Registry with freehold title number HS183413.

Land on the North East Side of Jubilee Drive, Loughborough, registered at the Land Registry with freehold title number LT257487.

Land on the North East Side of Jubilee Drive, Loughborough, registered at the Land Registry with freehold title number LT267306.

Land lying to the West of Drum Road, Drum Industrial Estate, Birtley, registered at the Land Registry with freehold title number DU131230.

Unit 1, Park House Lane, Tinsley, registered at the Land Registry with freehold title number SYK78735.

Land and buildings on the South West Side of Park House Lane, Tinsley, registered at the Land Registry with freehold title number YWE36041.

Land and buildings on the south side of Ambrose Street, Manchester, registered at the Land Registry with leasehold title number GM253485

Land on the south west side of Fourth Way, Avonmouth, Bristol, registered at the Land Registry with leasehold title number AV83293

### **SCHEDULE 3**

#### **Details of Investments**

1,391,100 ordinary shares of £0.25 each in Hancock Cash and Carry Limited (company number 00868097)

1 ordinary share of £1 in World of Sweets Limited (company number 04431556)

5,025 ordinary shares of £0.01 each in Bobby's Acquisition Limited (company number 10413237)

**SCHEDULE 4****Details of Intellectual Property**

None.

**SCHEDULE 5****Details of Bank Accounts**

<b>Bank</b>	<b>Account Name</b>	<b>Account Number</b>	<b>Sort Code</b>	<b>Description</b>	<b>Currency</b>
The Royal Bank of Scotland Plc	Hancock Holdings Ltd			Current Account	GBP

**SCHEDULE 6****Details of Personal Chattels**

None.

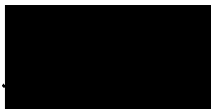
**EXECUTED AS A DEED** by  
**HANCOCKS HOLDINGS LIMITED**  
acting by a director in the presence of a witness

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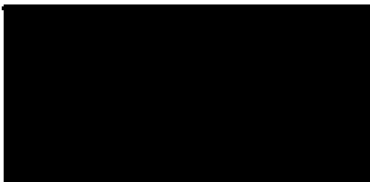
Name... VISHAL MADHU

Witness's signature.....



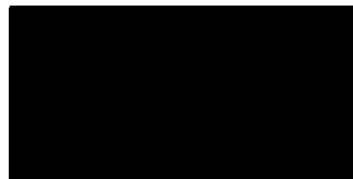
Name... ANGUS HORTON

Address.....



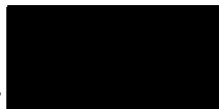
**EXECUTED AS A DEED** by  
**INNOVATIVE BITES LTD**  
acting by a director in the presence of a witness

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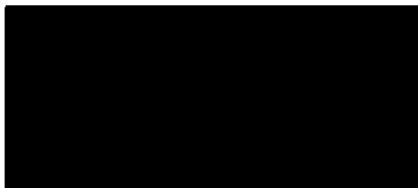
Name... VISHAL MADHU

Witness's signature.....



Name... ANGUS HORTON

Address.....



**EXECUTED AS A DEED** by

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U.S. Bank Trustees Limited

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the Security Agent

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acting by:

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in the presence of a witness

**EXECUTED AS A DEED** by  
**HANCOCKS HOLDINGS LIMITED**  
acting by a director in the presence of a witness

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Name.....

Witness's signature.....

Name.....

Address.....

**EXECUTED AS A DEED** by  
**INNOVATIVE BITES LTD**  
acting by a director in the presence of a witness

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Name.....

Witness's signature.....

Name.....

Address.....

**EXECUTED AS A DEED** by  
U.S. Bank Trustees Limited  
the Security Agent  
acting by:

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~~in the presence of a witness~~

  
**Christopher Eastlake**  
Authorised Signatory

  
**Hanish Bhatt**  
Authorised Signatory

EXECUTION VERSION

Witness's  
signature.....

Name.....

Address.....

