

MG01

Particulars of a mortgage or charge



278222-13

A fee is payable with this form.

We will not accept this form unless you send the correct fee

Please see 'How to pay' on the last page



What this form is for

You may use this form to register particulars of a mortgage or charge in England and Wales or Northern Ireland



What this form is NOT

You cannot use this form to register particulars of a charge for a company. To do this, please use form MG01s

SATURDAY



A16T2Y88

A19

14/04/2012

#258

COMPANIES HOUSE

1

Company details

Company number

0 3 2 2 9 9 7 5

Company name in full

Brambles Foods Limited (the "Chargor")

16

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

Date of creation of charge

Date of creation

d₁ d₁ m₀ m₄ y₂ y₀ y₁ y₂

3

Description

Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description

A debenture dated 11 April 2012 (the "**Debenture**") made by the Chargor in favour of Bank of Scotland PLC (the "**Security Trustee**").

4

Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

As specified in the continuation page to this form

Continuation page

Please use a continuation page if you need to enter more details

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5 Mortgagee(s) or person(s) entitled to the charge (if any)

	Please give the name and address of the mortgagee(s) or person(s) entitled to the charge		Continuation page Please use a continuation page if you need to enter more details
Name	Bank of Scotland PLC		
Address	The Mound		
	Edinburgh		
Postcode	E	H 1 1 Y Z	
Name			
Address			
Postcode			

6 Short particulars of all the property mortgaged or charged

	Please give the short particulars of the property mortgaged or charged		Continuation page Please use a continuation page if you need to enter more details
Short particulars	As specified in the continuation pages to this form.		

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7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance or discount Nil

8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860) If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870)

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866) The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it Where a body corporate gives the verification, an officer of that body must sign it We will also accept a verified copy where section 867(2) applies (property situated in another part of UK)

9 Signature

Please sign the form here

Signature

Signature

X *Eversheds LLP*

X

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

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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 and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name Nick Swiss

Company name Eversheds LLP

Address One Wood Street

Post town London

County/Region

Postcode E C 2 V 7 W S

Country

DX DX 154280 Cheapside 8

Telephone 0845 497 9797



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 the original deed with this form
- ☒ You have entered the date the charge was created
- ☒ You have supplied the description of the instrument
- ☒ You have given details of the amount secured by the mortgagee or chargee
- ☒ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☒ You have entered the short particulars of all the property mortgaged or charged
- ☒ You have signed the form
- ☒ You have enclosed the correct fee



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.

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 or email 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

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4	Amount secured	
Please give us details of the amount secured by the mortgage or charge		
Amount secured	<p>The amount secured by the Debenture is all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Obligor or any future obligor and each grantor of Security to the Secured Parties (or any of them) under each or any of the Finance Documents together with all costs, charges and expenses incurred by any Secured Party in connection with the protection, preservation or enforcement of its respective rights under the Finance Documents or any other document evidencing or securing any such liabilities (the "Secured Obligations") PROVIDED THAT "Secured Obligations" shall not include any obligation or liability to the extent that if it were so included the Debenture (or any part of it) would constitute unlawful financial assistance within the meaning of section 677(1) of the Companies Act unless such financial assistance is not prohibited by virtue of the provisions of sections 678, 679, 681 and 682 of the Companies Act.</p> <p>Capitalised terms used in this form are defined in the Appendix to this form.</p>	

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Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

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1. Fixed Charges

1.1 The Chargor, as a continuing security for the payment, discharge and performance of the Secured Obligations, charges in favour of the Security Trustee the following assets:

1.1.1 **Legal mortgage on specified Property** - by way of legal mortgage, all its Property (if any) identified in Schedule 4 (*Details of Property*) (as referred to at Schedule 3 to this form);

1.1.2 **Fixed charges in respect of other Property** - by way of a fixed charge, (a) all the Property from time to time owned by it (but excluding any Property which is subject to a valid legal mortgage under Clause 3.1.1 of the Debenture (as referred to in paragraph 1.1.1 above), (b) any other rights, title or interest of the Chargor in Property, wherever situated, and (c) all Associated Rights in relation to its Property, but in each case excluding any Rack Rent Leases;

1.1.3 **Fixed charges in respect of other chattels** - by way of a fixed charge (a) all plant, machinery, vehicles and computer equipment now or in the future owned by it (but not including any such asset which is subject to a valid legal mortgage or valid fixed charge under Clauses 3.1.1 or 3.1.2 of the Debenture (as referred to in paragraphs 1.1.1 and 1.1.2 above) or any chattel for the time being forming part of the Chargor's stock-in-trade or work in progress), (b) its rights, title or interest in any chattel now or in the future in its possession which is not owned by it, but which had it been so owned would have been validly charged by paragraph (a) of Clause 3.1.3 of the Debenture (as referred to in this paragraph 1.1.3) and (c) the benefit of all Associated Rights relating to any chattel validly charged by Clause 3.1.3 of the Debenture (as referred to in this paragraph 1.1.3);

1.1.4 **Fixed charge on specified Shares** - by way of a fixed charge, (a) the Shares listed in respect of the Chargor in Schedule 5 to the Debenture (*Shares*) (as referred to at Schedule 4 to this form) and (b) the Distribution Rights (if any) from time to time accruing to or on such Shares,

1.1.5 **Fixed charge on Investments** - by way of a fixed charge, (a) all Investments (but not including Shares which are subject to a valid fixed charge under Clause 3.1.4 of the Debenture (as referred to in paragraph 1.1.4 above)) and (b) all Distribution Rights from time to time accruing to or on such Investments;

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- 1.1.6 **Fixed charges in respect of Insurances** – to the extent that the Insurances and/or the Insurance Proceeds are incapable for any reason of being effectively assigned pursuant to Clause 3.2.2 of the Debenture (as referred to in paragraph 2.2 below) (*Insurances and Insurance Proceeds*) but are capable of being effectively charged, by way of a fixed charge, the Insurances owned by or written in favour of the Chargor and all Insurance Proceeds either now or in the future held by or payable to the Chargor or in which the Chargor otherwise has an interest (to the extent of such interest);
- 1.1.7 **Fixed charges in respect of book debts** – by way of a fixed charge, (a) all present and future book and other debts, revenues and monetary claims of or owing to the Chargor and (b) all rights and claims of whatever nature of the Chargor now, or which may at any time be, held or enjoyed by it against third parties and against any securities and guarantees in respect of such debts, revenues or claims (excluding all book debts assigned to the ABL Lender),
- 1.1.8 **Fixed charge on Specified Bank Balances** – by way of a fixed charge, all of the Specified Bank Balances in respect of the Chargor;
- 1.1.9 **Fixed charge on other Bank Balances** – by way of a fixed charge, all of its Bank Balances (but not including any Specified Bank Balances which are subject to a valid fixed charge under Clause 3.1.8 of the Debenture (as referred to in paragraph 1.1.8 above));
- 1.1.10 **Fixed charge on contracts** – to the extent that they do not fall within any other provision of Clause 3.1 of the Debenture (*Fixed Charges*) (as referred to in paragraph 1 above) and are not effectively assigned under Clause 3.2.1 (*Charged Contracts*) (as referred to in paragraph 2.1 below), by way of first fixed charge all of its rights under each agreement or document to which the Chargor is a party;
- 1.1.11 **Fixed charge on Intellectual Property** – by way of a fixed charge, all Intellectual Property including that property listed in Schedule 6 (*Intellectual Property*) to the Debenture (as referred to in Schedule 5 to this form) owned by the Chargor or in which the Chargor has an interest (to the extent of such interest);
- 1.1.12 **Fixed charge on goodwill and uncalled capital** – by way of a fixed charge, all the goodwill and uncalled capital of the Chargor; and

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1.1.13 Fixed charge on other Associated Rights – by way of a fixed charge, the benefit of all Associated Rights relating to any of the assets of the Chargor, in each case to the extent that such Associated Rights are capable of being made the subject of a fixed charge and are not otherwise the subject of any valid fixed charge pursuant to the Debenture.

2. Assignments by way of Security

As further continuing security for the payment of the Secured Obligations, the Chargor shall after the ABL Discharge Date assign absolutely to the Security Trustee (subject to reassignment on redemption) all (if any) its rights, title and interest in and to the following assets:

2.1 Charged Contracts - subject to clause 3.4.1 of the Debenture (*Exercise of rights under Charged Contracts*) (as referred to in paragraph 3.1 below), the Charged Contracts and the benefit of any Derivative Payment in respect of the Charged Contracts; and

2.2 Insurances and Insurance Proceeds – the Insurances and the benefit of all Insurance Proceeds of the Chargor.

3. Exercise of rights under Charged Contracts

3.1 Whilst no Event of Default exists and is continuing and which has resulted in the Security Trustee serving notice of such default, the Chargor shall be entitled to exercise its rights under any of the Charged Contracts to which it is party, provided that the exercise of those rights in the manner proposed would not result in an Event of Default.

3.2 Where an Event of Default exists and is continuing and which has resulted in the Security Trustee serving notice of such default, the Chargor shall, if requested by the Security Trustee, exercise its rights under the Charged Contracts only in accordance with the instructions of the Security Trustee.

4. Floating Charge

4 1 As further continuing security for the payment, discharge and performance to the Security Trustee of the Secured Obligations, the Chargor charges in favour of the Security Trustee, by way of a floating charge, all its assets and undertaking, wherever located, both present and future

4 2 The floating charge created by Clause 3 5.1 of the Debenture (as referred to in paragraph 4.1 above) is deferred, in relation to the Chargor, in point of priority to all fixed Security validly and effectively created by the Chargor under any of the Transaction Security Documents in favour of the Security Trustee as security for the Secured Obligations

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5.	Conversion into fixed charge	
5.1	The Security Trustee may, at any time, by notice in writing to the Chargor, convert any floating charge created by the Debenture into a fixed charge as regards such assets as it shall specify in the relevant notice if:	
5.1.1	an Event of Default has occurred which is continuing, or	
5.1.2	the Security Trustee (acting reasonably) considers (a) such assets are in danger of being seized, (b) any legal process or execution is being enforced against such assets, or (c) such assets are otherwise in jeopardy.	
5.2	By way of further assurance, the Chargor shall, promptly following service of such notice upon it, execute a fixed charge over such assets in such form as the Security Trustee shall reasonably require provided that the Chargor shall not be required to execute any documents which are more onerous than those contained in the Debenture.	
6.	Automatic Crystallisation	
In addition to any circumstances in which any floating charge created under the Debenture will crystallise automatically under the general law, and without prejudice to the operation of Clause 3.6 of the Debenture (<i>Conversion of floating charge</i>) (as referred to in paragraph 5 above) the floating charge created under the Debenture shall automatically convert into a fixed charge:		
6.1	in relation to any Floating Charge Asset, if the Chargor creates (or purports to create) any Security on or over the relevant Floating Charge Asset (other than Permitted Security) without the prior written consent of the Security Trustee, or	
6.2	over all Floating Charge Assets of a Chargor if a liquidator, administrative receiver, receiver, administrator or another similar officer is appointed in respect of the Chargor or any of its assets.	
7.	The floating charge created under the Debenture by the Chargor shall not convert into a fixed charge solely by reason of a moratorium being obtained under the Insolvency Act 2000 (or anything done with a view to obtaining such a moratorium) in respect of the Chargor.	
8	Clause 3.7 of the Debenture (<i>Automatic conversion of floating charge</i>) (as referred to in paragraph 6 above) will not apply to any assets situated in Scotland if, and to the extent that, a Receiver would not be capable of exercising his powers in Scotland pursuant to Section 72 of the Insolvency Act 1986 by reason of such automatic conversion.	

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9. Excluded Property

9.1 Until the relevant consent shall have been obtained, there shall be excluded from the charges created by clause 3.1 of the Debenture (*Fixed charges*) (as referred to at paragraph 1 above) any leasehold property held by the Chargor under a lease and any other property where the freehold is not owned where the terms of such lease or other arrangement either preclude absolutely the Chargor from creating any charge over its leasehold or other interest in such property, or require the consent of any third party prior to the creation of such charge and such consent shall not have been previously obtained (each an "**Excluded Property**").

9.2 With regard to each Excluded Property (save for any Rack Rent Lease) which the Security Trustee (acting reasonably) shall determine is of material operational or financial value to the Group, the Chargor hereby undertakes within 14 days of receipt of a written request from the Security Trustee to make application for the consent of the third party from whom consent is required and, in respect of each lease which provides that the relevant third party will not unreasonably withhold its consent to use all reasonable endeavours (but not so as to incur costs which in the opinion of the Security Trustee (acting reasonably) are excessive in the context of the value of the Excluded Property) to obtain such consent as soon as possible and to keep the Security Trustee informed of the progress of its negotiations with such third parties.

9.3 Forthwith upon receipt of any such third party consent, the relevant Excluded Property shall thereupon be charged to the Security Trustee pursuant to the terms of 3.1 of the Debenture (*Fixed charges*) (as referred to at paragraph 1 above). If required by the Security Trustee in respect of any Excluded Property, at any time following receipt of such consent the Chargor will execute a fixed charge in favour of, and in such form as is required by, the Security Trustee, subject only to the same containing terms and conditions which are no more onerous than those contained herein.

10. General

10.1 The provisions of the Debenture will apply at all times (a) regardless of the date on which any of the Secured Obligations was incurred and (b) in respect of the full amount of the Secured Obligations at the relevant time even if, at some other time, the amount of the Secured Obligations has been less than the amount at the relevant time or there has been no part of the Secured Obligations outstanding.

10.2 All the Security created by the Debenture by the Chargor is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994

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- 10.3 Clauses 3 1.2 to 3.1.13 of the Debenture (as referred to in paragraphs 1 1 1 to 1.1.13 above) inclusive shall be read and construed as if each asset described, and each asset comprised within any category of asset described, in each such Clause were expressed, separately and specifically, to have been made subject to a fixed charge; and the validity and effectiveness of each such fixed charge will not be prejudiced by any other such fixed charge being found not to be fully valid or effective as such.
- 10.4 The fact that no, or incomplete, details of any particular Secured Assets are included or inserted in any relevant Schedule to the Debenture (as referred to in the schedules to these continuation pages) shall not affect the validity or enforceability of the charges created by the Debenture.
11. **Control of monies received**
- 11 1 The Chargor shall after the ABL Discharge Date:
- 11.1.1 without prejudice to clause 5.1 of the Debenture (*Negative pledge*) (as referred to at paragraph 12 below) (but in addition to the restrictions in that clause), not, without the prior written consent of the Security Trustee, sell, assign, charge, factor or discount or in any other manner deal with any Receivable;
- 11.1.2 collect all Receivables promptly in the ordinary course of trading as agent for the Security Trustee; and
- 11.1.3 (except where monies are required to be paid into a Mandatory Prepayment Account or Holding Account in accordance with the terms of any other Finance Document) immediately upon receipt pay all monies which it receives in respect of the Receivables into:
- (a) the accounts (if any) specified against its name in Schedule 2 to the Debenture (*Bank accounts*) (as referred to at Schedule 1 to these continuation pages) as Collection Accounts;
- (b) such specially designated account(s) with the Account Bank as the Security Trustee may from time to time direct, or
- (c) such other account(s) with such other bank as the Security Trustee may from time to time direct,
- (each such accounts) together with all additions to or renewals or replacements thereof (in whatever currency) being a "**Collection Account**", and

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- 11.1.4 pending such payment, hold all monies so received upon trust for the Security Trustee.
- 11.2 After the ABL Discharge Date, the Chargor shall deal with the Receivables (both collected and uncollected) and the Collection Accounts in accordance with any directions given in writing from time to time by the Security Trustee (acting reasonably) and, in default of and subject to such directions, in accordance with the Debenture.
- 11.3 After the ABL Discharge Date, the Chargor shall deliver to the Security Trustee such information as to the amount and nature of its Receivables as the Security Trustee may from time to time reasonably require (taking into account the requirements of the Finance Documents)
- 12 Restrictions on charges and disposals (Negative Pledge)**
- The Chargor shall not do or agree to do any of the following without the prior written consent of the Security Trustee:
- 12.1 create or permit to subsist any Security or Quasi-Security on any Secured Asset except a Permitted Security; or
- 12.2 sell, transfer, lease, lend or otherwise dispose of (whether by a single transaction or a number of transactions and whether related or not and whether voluntarily or involuntarily) the whole or any part of its interest in any Secured Asset (except for a Permitted Disposal or a Permitted Transaction).
- 13. Power of Attorney**
- 13.1 The Chargor irrevocably and by way of security appoints the Security Trustee and each Receiver and any person nominated for the purpose by the Security Trustee or the Receiver (in writing, under hand, signed by an officer of the Security Trustee or by the Receiver) severally to be the attorney of the Chargor (with full power of substitution and delegation) for the purposes set out in Clause 12.2 of the Debenture (as referred to in paragraph 13.2 below).
- 13.2 The power of attorney granted in Clause 12.1 of the Debenture (as referred to at paragraph 13.1 above) allows the Security Trustee, the Receiver or the relevant nominee, in the name of the Chargor, on its behalf, as its act and deed and at its expense at any time following an Event of Default which is continuing to perfect the Security created by the Chargor under the Debenture and to execute and deliver (using the Chargor's seal where appropriate) any document or do any act or thing which the Chargor may, ought or has agreed to execute or do under the Debenture but has not done or which the attorney may in its absolute discretion consider appropriate in

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connection with the exercise of any of the rights, powers, authorities or discretions of the Security Trustee or the Receiver under, or otherwise for the purposes of, the Debenture which, in any such case, the Security Trustee may think expedient but provided that the Chargor shall not be required to execute any documents which contain any provisions which are more onerous than those contained in the Debenture

- 13.3 The Chargor covenants with the Security Trustee to ratify and confirm all acts or things made, done or executed by any attorney exercising or purporting to exercise the powers conferred in accordance with Clause 12 of the Debenture (as referred to in this paragraph 13)

Definitions

14. Capitalised terms used in this form are defined in the Appendix to this form.

Schedule 1 (Bank Accounts)

The Debenture does not specify any bank accounts relating to the Chargor.

Schedule 2 (Charged Contracts and Insurances)

Charged Contracts

The Debenture does not specify any Charged Contracts relating to the Chargor.

Insurances

Inventory Insurances

Security Obligor	Insurer	Insured risks	Policy number
De Facto 1945 Limited (to be renamed Adelie Foods Group Limited) and subsidiary companies	Northern Marine Underwriters	Marine Cargo	MB3718611

P&M Insurances

Security Obligor	Insurer	Insured risks	Policy number
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De Facto 1945 Limited (to be renamed Adelie Foods Group Limited) and subsidiary companies	Allianz Insurance	Hired in plant	NJ/17732334/6
De Facto 1945 Limited (to be renamed Adelie Foods Group Limited) and subsidiary companies	Zurich Insurance	Computer	GA679598

Real Property Insurances

Security Obligor	Insurer	Insured risks	Policy number
De Facto 1945 Limited (to be renamed Adelie Foods Group Limited) and subsidiary companies	QBE Insurance and Aviva Insurance	Property damage and business interruption	YO16440QBE0111A

Schedule 3 (Details of Property)

Schedule 4 of the Debenture has been intentionally left blank.

Schedule 4 (Shares)

The Debenture does not specify any Shares relating to the Chargor

Schedule 5 (Intellectual Property)

Trade marks

License to use Mark	Number	Proprietor	Class	Registration Date	Territory
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 Mark text: SPACE BOX	2540573	IHC Holdco UK Limited	35 and 42	18 June 2010	UK
 Mark text: FOOD JURY	2540575	IHC Holdco UK Limited	35	18 June 2010	UK
 a fresher way of thinking Mark text: adelie a fresher way of thinking	2552470	IHC Holdco UK Limited	29 and 30	08 October 2010	UK
 Mark text: adelie	2552488	IHC Holdco UK Limited	29 and 30	22 October 2010	UK
ADELIE	2552501	IHC Holdco UK Limited	29 and 30	08 October 2010	UK

Mark	Registrant	Registered Number	Class	Renewal/Expiry Date
 Mark Text URBANeat	IHC Holdings UK Limited	2552929	29, 30, 32, 39 and 43	14 July 2020
URBAN EAT	IHC Holdings UK Limited	2552933	29, 30, 32, 39 and 43	14 July 2020
	Brambles Food Limited	2107889	29, 30, 32 and 42	16 August 2016

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Mark	Registrant	Registered Number	Class	Renewal/Expiry Date
Mark text BRAMBLES INTERNATIONAL				
 Mark text B' Good!	Brambles Food Limited	2427904	29 and 30	21 July 2016

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APPENDIX

DEFINITIONS AND CONSTRUCTION

Definitions

In this form and its Appendices the following definitions apply:

"ABL Discharge Date" means the first date on which all liabilities of the Chargors under or pursuant to the ABL Finance Documents have been fully and finally discharged to the satisfaction of the ABL Lender and the ABL Lender is under no further obligations to provide financial accommodation to any of the Chargors under the ABL Finance Documents.

"ABL Lender" has the meaning given to it in the Term Facility Agreement.

"ABL Finance Documents" has the meaning given to it in the Term Facility Agreement.

"Account Bank" means (a) Bank of Scotland plc; and/or (b) such other bank which any Collection Account or Cash Collateral Account is maintained from time to time.

"Agent" has the meaning given to it in the Term Facility Agreement.

"Associated Rights" means, in relation to any asset, all proceeds of sale of such asset, all rights, powers, benefits, covenants, warranties, guarantees or Security given or implied in respect of such asset, all rights under any agreement for sale, agreement for lease or licence of or in respect of such asset, and any monies and proceeds paid or payable in respect of such asset.

"Bank Balances" means all monies (including interest) from time to time standing to the credit of any and all present or future accounts which a Chargor has, or has an interest in, with any bank, financial institution, or other person (including the Specified Bank Balances and any other cash cover or suspense account established pursuant to any of the Finance Documents) and all indebtedness represented by any such accounts.

"Borrower" has the meaning given to it in the Term Facility Agreement.

"Cash Collateral Account" has the meaning given to it in the Debenture.

"Charged Contracts" means, in relation to the Chargor, those contracts (if any) brief particulars of which are set out in Schedule 3 to the Debenture (*Charged Contracts and Insurances*) (as referred to in Schedule 2 to this form) in respect of the Chargor.

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"Collection Account" means, in relation to the Chargor, such specially designated account with the Security Trustee or such other account with such other bank as the Security Trustee may from time to time direct for the purposes of Clause 5.8 of the Debenture (*Dealings with and realisation of Receivables and Collection Accounts*) (as referred to at paragraph 11 above).

"Companies Act" means the Companies Act 2006.

"Deed of Accession" means a deed substantially in the form set out in Schedule 9 (*Form of Deed of Accession*) of the Debenture subject to such variations as the Security Trustee shall agree.

"Delegate" means any delegate, agent, attorney or trustee appointed by the Security Trustee or by a Receiver.

"Derivative Payment" means, in relation to an asset, any damages, compensation, remuneration, profit, bonus, royalties, fee, rent, income or other benefit which the Chargor may derive from or be awarded or entitled to in respect of such asset.

"Distribution Rights" means all Dividends, all shares or other property derived from any relevant Investment (whether by way of conversion, consolidation, subdivision, substitution, redemption, bonus, preference, option or otherwise) and all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to any relevant Investment.

"Dividends" means all dividends, distributions, interest and other income paid or payable on or derived from any relevant Investment.

"Event of Default" each event of default as defined in Term Facility Agreement.

"Finance Party" has the meaning given to it in the Term Facility Agreement.

"Finance Documents" means each **"Finance Document"** as that term is defined in the Term Facility Agreement.

"First Chargor" means Defacto 1945 Limited (to be renamed Adelie Foods Group Limited) a company incorporated under the laws of England and Wales with registered number 07964277.

"Floating Charge Assets" means, at any time, all of the Secured Assets which are at that time the subject of any floating charge created by the Debenture

"Group" has the meaning given to it in the Term Facility Agreement.

"Holding Account" means an interest bearing account:

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Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars

- (a) held in the United Kingdom by a member of the Group with the Agent or Security Trustee;
 - (b) identified in a letter between the Parent and the Agent as a Holding Account; and
 - (c) subject to Security in favour of the Security Trustee which Security is in form and substance satisfactory to the Security Trustee (acting reasonably),
- (as the same may be redesignated, substituted or replaced from time to time);

"Insurance Proceeds" means the proceeds of any insurance claim received by the Chargor (after deduction of (a) any reasonable expenses incurred in relation to the relevant claim and payable by the Chargor to any person which is not a member of the Group and (b) amounts paid to meet third party claims), together with the benefit of all bonuses, profits, returns of premium and other benefits of whatever nature arising by virtue of the Chargor's ownership of any Insurances and all the Chargor's interest in any of the foregoing.

"Insurances" means all policies of insurance (and all over notes) which are at any time held by or written in favour of a Chargor, or in which a Chargor from time to time has an interest (including without limitation) the policies of insurance (if any) specified in the Schedules to the Debenture and to these continuation pages.

"Intellectual Property" means:

- (a) any patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests, whether registered or unregistered; and
- (b) the benefit of all applications and rights to use such assets of each member of the Group;

"Investment" means, in respect of the Chargor, any negotiable instrument, certificate of deposit, debenture, share (including, save where the context otherwise requires, any of the Shares) or other investment (as specified for the purposes of section 22 of the Financial Services and Markets Act 2000 as at the date of the Debenture) now or in the future owned by the Chargor, in each case whether held directly by, or to the order of, the Chargor or by any trustee, nominee, fiduciary or clearance system on behalf of the Chargor, and also including any rights in respect of such Investment against any such trustee, nominee, fiduciary or clearing system.

"Mandatory Prepayment Account" means an interest-bearing account:

- (a) held in the United Kingdom by a Borrower with the Agent or Security Trustee;

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Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars

- (b) identified in a letter between the Parent and the Agent as a Mandatory Prepayment Account;
- (c) subject to Security in favour of the Security Trustee which Security is in form and substance satisfactory to the Agent and Security Trustee; and
- (d) from which no withdrawals may be made by any members of the Group except as contemplated by this Agreement,

(as the same may be redesignated, substituted or replaced from time to time);

"Obligor" has the meaning given to it in the Term Facility Agreement.

"Parent" has the meaning given to it in the Term Facility Agreement.

"Party" means an original party to the Debenture or any person which becomes a party by the execution and delivery of a Deed of Accession.

"Permitted Disposal" has the meaning given to it under the Term Facility Agreement.

"Permitted Security" has the meaning given to it in the Term Facility Agreement.

"Permitted Transaction" has the meaning given to it in the Term Facility Agreement

"Property" means the Real Property from time to time owned by the Chargor or in which the Chargor has any right, title or interest. Any reference to **"Property"** also includes a reference to each separate part or parts of such Real Property

"Quasi-Security" has the meaning given to it in the Term Facility Agreement.

"Rack Rent Lease" means any leasehold property that has a rack rent payable in respect of it and/or a term of less than 20 years to run.

"Real Property" means (a) any freehold, leasehold or immovable property, wherever situated, and (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of that freehold, leasehold or immovable property.

"Receivables" has the meaning given to it in the Debenture.

"Receiver" means any one or more receivers and managers or (if the Security Trustee so specifies in the relevant appointment) receivers appointed by the Security Trustee pursuant to the Debenture in respect of the Chargor or in respect of the Secured Assets of the Chargor

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars

"Secured Assets" means the assets the subject of any Security created by the Debenture.

"Secured Obligations" has the meaning given to it in section 4 to this form.

"Secured Parties" means each Finance Party from time to time a party to the Term Facility Agreement, any Receiver or Delegate (for the purposes of this definition such terms are given the meanings ascribed to them in the Term Facility Agreement).

"Security" 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.

"Security Period" means the period beginning on the date of the Debenture and ending on the date which:

- (a) all the Secured Obligations have been unconditionally discharged in full; and
- (b) no Secured Party has any further commitment, obligation or liability under or pursuant to the Finance Documents.

"Security Trustee" means Bank of Scotland plc acting in its capacity as trustee for the Secured Parties (including itself) in relation to the Transaction Security Documents for the purpose of and in accordance with the terms of the Term Facility Agreement, or such other or additional trustee or trustees as may from time to time be appointed in that capacity pursuant to clause 28 (*The Security Trustee*) of the Term Facility Agreement.

"Shares" means (in relation to the Chargor) all shares (if any) specified in Schedule 5 to the Debenture (*Shares*) (as referred to in Schedule 4 to this form) in respect of the Chargor and also all other stocks, shares, debentures, bonds, warrants, coupons or other securities now or in the future owned by the Chargor from time to time, or any in which it has an interest

"Specified Bank Balances" means all monies (including interest) from time to time standing to the credit of the accounts specified in Schedule 2 (*Bank accounts*) to the Debenture (as referred to in Schedule 1 to this form), as such accounts may be re-designated and/or re-numbered from time to time, and all indebtedness represented by any such account

"Term Facility Agreement" means the Term Facility Agreement between, inter alia, the parties hereto dated on or about the date of the Debenture.

"Transaction Security Documents" has the meaning given to it in the Term Facility Agreement.

"Third Parties Act" means the Contracts (Rights of Third Parties) Act 1999.

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Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars

Construction

In the Debenture:

1. unless a contrary indication appears, a reference to.
 - 1.1 **"assets"** includes present and future properties, revenues, rights and interests of every kind and reference to an **"asset"** includes any part or parts of such asset;
 - 1.2 **"guarantee"** includes any guarantee, letter of credit, bond, indemnity or similar assurance against loss, or any obligation, direct or indirect, actual or contingent, to purchase or assume any indebtedness of any person or to pay any deposit on behalf of, or make an investment in, or loan to, any person or to purchase assets of any person, where, in each case, such obligation is assumed in order to maintain or assist the ability of such person to meet its indebtedness;
 - 1.3 **"indebtedness"** includes any obligation (whether incurred as principal or surety) for the payment or repayment of money, whether present or future, actual or contingent;
 - 1.4 **"person"** includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality);
 - 1.5 **"regulation"** includes any regulation, rule, official directive, request or guideline (in each case, whether or not having the force of law) of any governmental, inter-governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;
 - 1.6 **"set-off"** includes analogous rights and obligations in jurisdictions other than England and Wales; and
 - 1.7 the **"First Chargor"**, the **"Security Trustee"** or any **"Chargor"**, **"Party"** or **"Obligor"**, or any of the **"Secured Parties"**, shall be construed so as to include its successors in title, permitted assigns and permitted transferees;
2. where something (or a list of things) is introduced by the word **"including"**, or by the phrase **"in particular"**, or is followed by the phrase **"or otherwise"**, the intention is to state an example (or examples) and not to be exhaustive (and the same applies when other similar words or phrases are used),
3. a Finance Document or other document or security includes (without prejudice to any prohibition on amendments) any amendment, supplement,

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
Short particulars	Please give us the short particulars of the property mortgaged or charged	
	<p>extension, restatement, novation and/or replacement in any manner from time to time (however fundamentally to that Finance Document or other document or security, including any change in the purpose of, any extension of or any increase in the amount of a facility or any additional facility).</p>	
	<p>4. unless the Debenture expressly states otherwise or the context requires otherwise, (a) each reference in the Debenture to any provision of any statute or of any subordinate legislation means, at any time, the relevant provision as in force at that time (even if it has been amended or re-enacted since the date of the Debenture) and (b) each reference in the Debenture to any provision of any statute at any time includes any subordinate legislation made pursuant to or in respect of such provisions as in force at such time (whether made before or after the date of the Debenture and whether amended or re-enacted since the date of the Debenture);</p>	
	<p>5. each reference to the Debenture (or to any other agreement, instrument or deed) means, at any time, the Debenture (or as applicable such other agreement, instrument or deed) as amended, novated, supplemented, extended, or restated, at that time, provided that the relevant amendment, novation, supplement, extension, substitution or restatement does not breach any term of the Debenture or of any of the Finance Documents;</p>	
	<p>6. the index and Clause and Schedule headings are for ease of reference only;</p>	
	<p>7. an Event of Default is "continuing" if it has not been remedied or waived;</p>	
	<p>8. in relation to any Chargor which becomes a Party upon the execution and delivery of a Deed of Accession, (a) where any assets are identified by reference to a Schedule this includes assets identified in any corresponding or analogous schedule to such Deed of Accession and (b) provisions which apply by reference to the date of execution of the Debenture shall apply by reference to the date of execution of such Deed of Accession; and</p>	
	<p>9. references to any Security "created by the Debenture" are to be deemed to include such Security created, constituted, given, made or extended by, under or pursuant to the Debenture, or by, under or pursuant to any Deed of Accession.</p>	



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 3229975
CHARGE NO. 16**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 11 APRIL 2012
AND CREATED BY BRAMBLES FOODS LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM
EACH OBLIGOR OR ANY FUTURE OBLIGOR AND EACH
GRANTOR OF SECURITY TO THE SECURED PARTIES (OR ANY
OF THEM) ON ANY ACCOUNT WHATSOEVER UNDER THE
TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING
OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT
TO CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE
14 APRIL 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 24 APRIL 2012

DX

