



Registration of a Charge

Company name: **BRAMBLES FOODS LIMITED**

Company number: **03229975**



X42X54JU

Received for Electronic Filing: **11/03/2015**

Details of Charge

Date of creation: **05/03/2015**

Charge code: **0322 9975 0019**

Persons entitled: **THE ROYAL BANK OF SCOTLAND PLC AS SECURITY TRUSTEE**

Brief description: **NONE.**

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:

ASHURST LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3229975

Charge code: 0322 9975 0019

The Registrar of Companies for England and Wales hereby certifies that a charge dated 5th March 2015 and created by BRAMBLES FOODS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th March 2015 .

Given at Companies House, Cardiff on 12th March 2015

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

5

March 2015

BETWEEN:

- (1) **EACH COMPANY LISTED IN SCHEDULE 1** (each a "**New Charging Company**");
- (2) **HARVEST MIDCO LIMITED** (a company incorporated in England and Wales with registered number 9453817) (the "**Obligors' Agent**") for itself and as agent for and on behalf of each of the existing Charging Companies; and
- (3) **THE ROYAL BANK OF SCOTLAND PLC** as security trustee for itself and the other Secured Parties (the "**Security Agent**").

RECITAL:

This deed is supplemental to a debenture dated 5 March 2015 between, inter alia, the Charging Companies 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**

Terms defined in the Debenture have the same meaning when used in this deed.

1.2 **Construction**

Clause 1.2 (Construction) of the Debenture will be deemed to be set out in full in this deed, but as if references in that clause to the Debenture were references to this deed.

2. **ACCESSION OF NEW CHARGING COMPANY**

2.1 **Accession**

The New Charging Companies each agree to be a Charging Company for the purposes of the Debenture with immediate effect and agree to be bound by all of the terms of the Debenture as if each had originally been a party to it as a Charging Company.

2.2 **Covenant to Pay**

Each New Charging Company as primary obligor covenants with the Security Agent (for the benefit of itself and the other Secured Parties) that it will pay on demand the Secured Obligations when they fall due for payment.

2.3 **Fixed Charges**

Each New Charging Company, as security for the payment and discharge of the Secured Obligations, charges in favour of the Security Agent with full title guarantee all of its right, title and interest in the following assets, both present and future, from time to time owned by it or in which it has an interest and, in each case, all Related Rights:

- (a) by way of first legal mortgage, all Material Real Property (including as specified in schedule 2 (Material Real Property)); and
- (b) by way of first fixed charge:

- (i) all other interests (not effectively charged under clause 2.3(a)) in the Material Real Property;
- (ii) all Charged Shares and corresponding Distribution Rights (including as specified in schedule 3 (Charged Shares));
- (iii) all Investments (other than the Charged Shares) and corresponding Distribution Rights;
- (iv) all Equipment;
- (v) all Book Debts;
- (vi) all Cash Collateral Accounts (including as specified in schedule 4 (Cash Collateral Accounts (Blocked)));
- (vii) all Material Intellectual Property (including as specified in schedule 5 (Material Intellectual Property));
- (viii) its goodwill and uncalled capital;
- (ix) to the extent not effectively assigned by clause 2.4 (Security Assignment), the Assigned Agreements;
- (x) to the extent not effectively assigned by clause 2.4 (Security Assignment), the Insurances; and
- (xi) to the extent not effectively assigned by clause 2.4 (Security Assignment), the Hedging Agreements.

2.4 Security Assignment

As further security for the payment and discharge of the Secured Obligations, each New Charging Company assigns absolutely with full title guarantee in favour of the Security Agent all its right, title and interest in the following assets and, in each case, all Related Rights:

- (a) the Assigned Agreements (including as specified in schedule 6 (Assigned Agreements));
- (b) the Insurances (including as specified in schedule 7 (Insurance Policies)); and
- (c) the Hedging Agreements,

provided that on payment or discharge in full of the Secured Obligations the Security Agent will at the request and cost of each New Charging Company re-assign the relevant rights, title and interest in the Assigned Agreements, the Insurances and the Hedging Agreements to each New Charging Company (or as it shall direct).

2.5 Fixed Security

Clause 3.1 (Fixed Charges) and clause 2.4 (Security Assignment) shall be construed as creating a separate and distinct mortgage, fixed charge or security assignment over each relevant asset within any particular class of assets specified in this deed. Any failure to create effective fixed security (for whatever reason) over an asset shall not affect the fixed nature of the security on any other asset, whether within the same class of assets or not.

2.6 Floating Charge

As further security for the payment and discharge of the Secured Obligations, each New Charging Company charges with full title guarantee in favour of the Security Agent by way of first floating charge all its assets, both present and future, not effectively charged by way of first fixed charge under clause 2.3 (Fixed Charges) or assigned under clause 2.4 (Security Assignment) and, in each case, all Related Rights.

3. INCORPORATION INTO 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.

4. CONSENT OF EXISTING CHARGING COMPANIES

The existing Charging Companies agree to the terms of this deed and agree that its execution will in no way prejudice or affect the security granted by each of them under (and covenants given by each of them in) the Debenture.

5. NOTICES

Each New Charging Company confirms that its address details for notices in relation to clause 35 (Notices) of the Senior Facilities Agreement are as follows:

Address: Adelie Foods Group Ltd, 2 The Square, Southall Lane, Heathrow UB2 5NH
Facsimile: 08715 284 288
Attention: Gavin Cox

With copies provided to:

Address: H.I.G Europe Capital Partners LLP, 25 St George Street, London, W1S 1FS
Facsimile: 0207 318 5749
Attention: Paul Canning and Anthony Bellau

6. LAW

This deed and any dispute, controversy, proceedings or claims of whatever nature arising out of or in any way relating to this deed (including any non-contractual disputes or claims) shall be governed by, and construed in accordance with, English law.

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

SCHEDULE 1**New Charging Companies**

Company name	Registered number	Registered office
IHC Holdco UK Limited	07964328	2 The Square Southall Lane Heathrow UB2 5NH
IHC Investco UK Limited	07964346	2 The Square Southall Lane Heathrow UB2 5NH
Adelie Foods Group Limited	07964277	2 The Square Southall Lane Heathrow UB2 5NH
Food Partners Limited	03804519	2 The Square Southall Lane Heathrow UB2 5NH
Buckingham Foods Limited	04272608	2 The Square Southall Lane Heathrow UB2 5NH
Brambles Foods Group Ltd	04767267	2 The Square Southall Lane Heathrow UB2 5NH
Brambles Foods Limited	03229975	2 The Square Southall Lane Heathrow UB2 5NH
Superior Food Group Limited	05288249	2 The Square Southall Lane Heathrow UB2 5NH
Superior Food Limited	02006417	2 The Square Southall Lane Heathrow UB2 5NH

SCHEDULE 2**Material Real Property**

None at the date of this Deed.

SCHEDULE 3**Charged Shares**

Name of company in which shares are held	Name of company holding shares	Class of shares held	Number of shares held	Issued share capital (£)
IHC Investco UK Limited	IHC Holdco UK Limited	Ordinary	3,100,002	3,100,002
Adelie Foods Group Limited	IHC Investco UK Limited	Ordinary	2,100,002	2,100,002
Food Partners Limited	Adelie Foods Group Limited	Ordinary	18,751,000	18,751,000
Buckingham Foods Limited	Adelie Foods Group Limited	Deferred	27,426,093	274,260.93
Buckingham Foods Limited	Adelie Foods Group Limited	Preference	3,509,304	3,509,304
Buckingham Foods Limited	Adelie Foods Group Limited	Ordinary	1,773,522	1,773,522
Brambles Foods Group Ltd	Adelie Foods Group Limited	Super	883,001	883,001
Brambles Foods Group Ltd	Adelie Foods Group Limited	Deferred	351,370	351,370
Brambles Foods Limited	Brambles Foods Group Limited	Ordinary	130,000	130,000
Superior Food Group Limited	Adelie Foods Group Limited	Ordinary	556,923,290	5,569,232.90
Superior Food Limited	Superior Food Group Limited	Ordinary	11,069,100	11,069,100

SCHEDULE 4**Cash Collateral Accounts (Blocked)**

Cash Collateral Accounts			
Account Holder	Account Number	Account Bank	Account bank branch address and sort code

Collection Accounts (Not blocked)

Collection Accounts			
Account Holder	Account Number	Account Bank	Account bank branch address and sort code
IHC Holdco UK Limited		Deutsche Bank AG	
IHC Investco UK Limited		Deutsche Bank AG	
Adelie Foods Group Limited		The Royal Bank of Scotland plc	
Food Partners Limited		The Royal Bank of Scotland plc	
Buckingham Foods Limited		The Royal Bank of Scotland plc	

Collection Accounts			
Account Holder	Account Number	Account Bank	Account bank branch address and sort code
Brambles Foods Limited		The Royal Bank of Scotland plc	
Superior Food Limited		The Royal Bank of Scotland plc	
Food Partners Limited		The Royal Bank of Scotland plc	
Buckingham Foods Limited		The Royal Bank of Scotland plc	
Brambles Foods Limited		The Royal Bank of Scotland plc	
Superior Food Limited		The Royal Bank of Scotland plc	
Adelie Foods Group Limited		The Royal Bank of Scotland plc	

SCHEDULE 5**Material Intellectual Property**

Trade marks				
Proprietor/ADP number	TM number	Jurisdiction/ apparent status	Classes	Mark text
IHC Holdco UK Limited	2496831	Registered	29, 30	2 eat
IHC Holdco UK Limited	2297223	Registered	29, 30	2 eat ...food with more bite
IHC Holdco UK Limited	2552501	Registered	29, 30	ADELIE
IHC Holdco UK Limited	2552488	Registered	29, 30	adelie
IHC Holdco UK Limited	3017482	Registered	29, 30	adelie a fresher way
IHC Holdco UK Limited	2552470	Registered	29, 30	adelie a fresher way of thinking
IHC Holdco UK Limited	2427904	Registered	29, 30	B' Good!
IHC Holdco UK Limited	2107889	Registered	29, 30, 32, 42	BRAMBLES INTERNATIONAL
IHC Holdco UK Limited	2603578	Registered	30	DAILY BREAD THE ARTISANDWICHES !
IHC Holdco UK Limited	2361302	Registered	30	DAILY sandwiches BREAD
IHC Holdco UK Limited	3077947	Registered	29, 30	eat better

IHC Holdco UK Limited	2540575	Registered	35	FOOD JURY
IHC Holdco UK Limited	2490213	Registered	29, 30, 32	FOOD Partners
IHC Holdco UK Limited	2532920	Registered	29	FUNKY FRUIT
IHC Holdco UK Limited	3030218	Registered	29, 30, 32, 39, 43	GRAB & CO
IHC Holdco UK Limited	2552931	Registered	29, 30	NEW YORK INSPIRED...
IHC Holdco UK Limited	2154177	Registered	30	The Sandwich Company
IHC Holdco UK Limited	2540573	Registered	35, 42	SPACE BOX
IHC Holdco UK Limited	2422266	Registered	29, 30	TASTE 4 LIFE
IHC Holdco UK Limited	2552933	Registered	29, 30, 32, 39, 43	URBAN EAT
IHC Holdco UK Limited	2552929	Registered	29, 30, 32, 39, 43	URBANeat
IHC Holdco UK Limited	3034480	Registered	29, 30	Vitalé
IHC Holdco UK Limited	3063566	Registered	30	Wedges
IHC Holdco UK Limited	3034477	Registered	29, 30	Vitalé logo

SCHEDULE 6

Assigned Agreements

None at the date of this Deed.

SCHEDULE 7**Insurance Policies**

Charging Company	Policy Type	Insurers	Policy No.
Adelie Foods Group Limited	Property Damage & Business Interruption	QBE & Aviva	Y016440QBE0114A
Adelie Foods Group Limited	Terrorism	Lloyd's of London	PG0109314
Adelie Foods Group Limited	Crime	Chubb Insurance Company of Europe	82315107B
Adelie Foods Group Limited	Group Personal & Travel	ACE European Group Limited	UKBBB005509114
Adelie Foods Group Limited	Marine	Northern Marine Underwriters Ltd	SM0052814
Adelie Foods Group Limited	Engineering	Allianz Engineering	61/NZ/16576529/10
Adelie Foods Group Limited	Computer	Zurich Engineering	GA679598

SIGNATORIES TO DEED OF ACCESSION

New Charging Companies

Executed as a deed by
IHC HOLDCO UK LIMITED:

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)

Signature of director

Name of director

GAVIN COX

Signature of witness

Name of witness

ALEXANDER GRIFFITH

Address of witness



DLA PIPER UK LLP
3 NOBLE STREET
LONDON EC2V 7EE
TEL: 08700 111 111
FAX: 020 7796 6666
DX 33866 FINSBURY SQUARE

Occupation of witness

Notice Details

Address: Adelie Foods Group Ltd, 2 The Square. Southall Lane, Heathrow UB2 5NH
Facsimile: 08715 284 288
Attention: Gavin Cox

With copies provided to:

Address: H.I.G Europe Capital Partners LLP, 25 St George Street, London, W1S 1FS
Facsimile: 0207 318 5749
Attention: Paul Canning and Anthony Bellau

Executed as a deed by
IHC INVESTCO UK LIMITED:

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)

Signature of director

Name of director

GAVIN COX

Signature of witness

Name of witness

ALEXANDER GRIFFITH

Address of witness



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Executed as a deed by)
ADELIE FOODS GROUP LIMITED:)
)
)

Signature of director

Name of director

GAVIN COX

Signature of witness

Name of witness

ALEXANDER GRIFITH

Address of witness



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Attention: Paul Canning and Anthony Bellau

Executed as a deed by)
FOOD PARTNERS LIMITED:)
)
)

Signature of director

Name of director GAVIN COX

Signature of witness

Name of witness ALEXANDER GRIFFITH

Address of witness



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Attention: Gavin Cox

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Address: H.I.G Europe Capital Partners LLP, 25 St George Street, London, W1S 1FS
Facsimile: 0207 318 5749
Attention: Paul Canning and Anthony Bellau

Executed as a deed by
BUCKINGHAM FOODS LIMITED:

)
)
)
)

Signature of director

Name of director

GAVIN COX

Signature of witness

Name of witness

ALEXANDER GRIFFIN

Address of witness



DLA PIPER UK LLP
3 NOBLE STREET
LONDON EC2V 7EE
TEL: 08700 111 111
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Attention: Gavin Cox

With copies provided to:

Address: H.I.G Europe Capital Partners LLP, 25 St George Street, London, W1S 1FS
Facsimile: 0207 318 5749
Attention: Paul Canning and Anthony Bellau

Executed as a deed by

BRAMBLES FOODS GROUP LTD:

)
)
)
)

Signature of director

Name of director

GAVIN COX

Signature of witness

Name of witness

ALEXANDER GRIFFIN

Address of witness



DLA PIPER UK LLP
3 NOBLE STREET
LONDON EC2V 7EE
TEL: 08700 111 111
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Attention: Paul Canning and Anthony Bellau

Executed as a deed by
BRAMBLES FOODS LIMITED:

Signature of director

Name of director

GAVIN COX

Signature of witness

Name of witness

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Address of witness



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Address: H.I.G Europe Capital Partners LLP, 25 St George Street, London, W1S 1FS
Facsimile: 0207 318 5749
Attention: Paul Canning and Anthony Bellau

Executed as a deed by)
SUPERIOR FOOD GROUP LIMITED:)
)
)

Signature of director

Name of director GAVIN COX

Signature of witness

Name of witness ALEXANDER BRICAM

Address of witness



DLA PIPER UK LLP
3 NOBLE STREET
LONDON EC2V 7EE
TEL: 08700 111 111
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Facsimile: 0207 318 5749
Attention: Paul Canning and Anthony Bellau

Executed as a deed by)
SUPERIOR FOOD LIMITED:)
)
)

Signature of director

Name of director GAVIN COX

Signature of witness

Name of witness ALEXANDER GRIFFIN

Address of witness



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Attention: Gavin Cox

With copies provided to:

Address: H.I.G Europe Capital Partners LLP, 25 St George Street, London, W1S 1FS
Facsimile: 0207 318 5749
Attention: Paul Canning and Anthony Bellau

Obligors' Agent

Signed for and on behalf of **HARVEST**
MIDCO LIMITED:

)
)
)
)

Name:

ANTHONY BELLAU

Notice Details

Address: The Royal Bank of Scotland plc, Level 8, 250 Bishopsgate, London, EC2M 4AA
Facsimile: 020 7786 5247
Email:
Attention: Paul Fletcher, Syndicated Loans Agency

Address: Adeline Foods Group Ltd, 2 The Square, Southall Lane, Heathrow
UB2 5NH

Fax: 08715 284 288

Att: Gavin Cox

With copies provided to:

Address: H.I.G Europe Capital Partners LLP, 25 St. George Street, London,
W1S 2FS

Fax: 020 7318 5749

Att: Paul Canning and Anthony Bellau

The Security Agent

Signed for and on behalf of **THE ROYAL**
BANK OF SCOTLAND PLC:

)
)
)
)

Name:

Notice Details

Address: The Royal Bank of Scotland plc, Level 8, 250 Bishopsgate, London, EC2M 4AA
Facsimile: 020 7786 5247
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