



Registration of a Charge

Company name: **NEWBERRY INTERNATIONAL PRODUCE LTD**

Company number: **03262617**



X7X7F1Q8

Received for Electronic Filing: **15/01/2019**

Details of Charge

Date of creation: **07/01/2019**

Charge code: **0326 2617 0007**

Persons entitled: **HSBC EQUIPMENT FINANCE (UK) LTD**

Brief description:

Contains fixed charge(s).

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: **SHARMILA CHAMPANERI**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3262617

Charge code: 0326 2617 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 7th January 2019 and created by NEWBERRY INTERNATIONAL PRODUCE LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 15th January 2019 .

Given at Companies House, Cardiff on 16th January 2019

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

Dated

7 January 2019

NEWBERRY INTERNATIONAL PRODUCE LTD

to

HSBC Equipment Finance (UK) Limited
("HSBC")

ASSIGNMENT

IMPORTANT - PLEASE READ THE FOLLOWING NOTE BEFORE SIGNING THIS ASSIGNMENT

This document is an Assignment of the Rights arising under the Contract described in the Schedule.

- This Assignment of Rights arising under the Contract is security for all your present and future debts, money and your other liabilities to HSBC as set out in this Assignment.
- We, HSBC, will hold this Assignment as security for all debts, money and liabilities you owe to us (including interest, fees, costs and expenses) referred to as being "the Debt" in clause 3 of this Assignment.
- This means (among other things) that only when you have repaid or discharged all your debts and/or your other liabilities, will we, HSBC reassign the Rights to you.
- The debts may include loans or money due under any other facilities that we have granted to you or grant to you in the future. They may also include any liabilities under any guarantee or indemnity that you have given, or may give in the future, to us, for example, agreements to be responsible for the debts of another customer or for liabilities we incur on your behalf.
- This Assignment is separate from, and not limited by, any other assignment, mortgage, charge, guarantee, indemnity or other security which may already have been given to us or which may be given in the future.
- This Assignment does not replace any earlier guarantee, indemnity or security document that you may have granted us.
- If you sign this Assignment, you are liable for all of the Debt and all other amounts described inside this Assignment.
- This Assignment contains other terms which affect you.

This Assignment is an important legal document. We strongly recommend that you seek the advice of your solicitor or other legal adviser before signing this Assignment.

THIS ASSIGNMENT made by deed the

7th

day of January 2019

BETWEEN

NEWBERRY INTERNATIONAL PRODUCE LTD registered in England Company Number 3262617 whose registered address is: Unit 6 & 7 Newent Business Park, Newent, Gloucestershire, GL18 1DZ ("the Assignor")

AND

HSBC Equipment Finance (UK) Limited (registered in England Company Number 1503727) whose registered address is 8 Canada Square, London, E14 5HQ ("HSBC")

WITNESSES as follows:

Meaning of certain words

1. (a) "HSBC" and "we" and "us" means HSBC Equipment Finance (UK) Limited and any person who is entitled from time to time to exercise all or any of our rights under this Assignment.
- (b) "you" means the Assignor named above, and words such as "your", "yours", etc. should be read in this way. If there is more than one of you, the obligations under this Assignment apply to each of you individually as well as jointly.
- (c) "Assignment" means this Assignment.
- (d) "Rights" means the rights (including any monies due or payable under or in connection with those rights) which you have on the occurrence of a termination event or the ending of the agreement or agreements described in Schedule 1 to this Assignment ("the Contract").

The Main Subject Matter of this Assignment

2. This Assignment is a continuing security for the whole and each and every part of the debt mentioned in clause 3 below ("the Debt").
3. The Debt is all money and liabilities whatever, whenever and however incurred whether now or in the future due, or becoming due, from you to HSBC.

This includes, but is not limited to:

- (a) loans or facilities and further advances of money;
 - (b) guarantees and indemnities to HSBC and any of your other contingent liabilities;
 - (c) discount, commission and other lawful charges and expenses;
 - (d) interest in accordance with any agreement between you and HSBC and, if there is no agreement, interest on any money and liabilities due from you at an annual rate of 3% above the Bank of England's base rate from time to time computed and compounded monthly and/or according to HSBC Bank plc's then current practice. Interest as above applies before and after any demand or judgment;
 - (e) money agreed to be paid by you under clause 24 below.
4. You agree to pay and discharge the Debt when it is due to be paid and discharged.
 5. You agree that any of the Debt which is in Sterling is due and payable to HSBC on demand, unless HSBC has agreed otherwise.

Assignment and Reassignment

6. With full title guarantee, you hereby assign the Rights to HSBC absolutely **provided that** if the Debt is repaid in full to HSBC and HSBC is no longer under any obligation to provide any loan, credit, financial accommodation or other facility to you, HSBC will reassign the Rights to you without warranty or recourse, at your cost and on your request.
7. If or to the extent that the above assignment of the Rights is ineffective because of a prohibition on that assignment, you hold the Rights on trust for HSBC.

What you agree in relation to the Rights

Notices of Assignment

8. You agree that on or before executing this Assignment you will provide HSBC with the names and addresses of the other party or parties to the Contract in order to enable you and HSBC to give them notice in the form specified in Schedule 2 of this Assignment (or such other form as HSBC may specify) that the Rights have been assigned to HSBC and requiring that all and any monies which are or become payable in respect of the Rights shall thereafter be paid direct to HSBC and not to you.

Obligations in respect of the Contract and the Rights

9. You must comply with all your obligations under the Contract and must not do or permit to be done anything which would or might have the effect of releasing, varying, altering, transferring, encumbering or interfering with the Rights in any way.

About the Rights

10. You represent and warrant to HSBC that you are, immediately before the assignment in clause 6, the sole legal and beneficial owner of the Rights free from any mortgage, lien, charge, pledge, security, trust or other interest affecting them and that the Rights are now and, undertake to HSBC that the Rights shall remain until such time as they are reassigned to you, free from any mortgage, lien, charge, pledge, security, trust or other interest affecting them other than this Assignment in favour of HSBC.
11. You represent and warrant to HSBC that at the execution of this Assignment, that the Contract is in full force and effect, has not been amended and you are not aware of any claim or proceedings current or threatened which might materially affect the Rights. You undertake that if you become aware of any such claim or proceeding you will notify HSBC in writing immediately.
12. You must use your best endeavours to protect and enforce all rights you have in respect of the Rights and will do or permit to be done each and every thing which HSBC reasonably requires for the purpose of protecting and enforcing your rights in respect of the Rights.
13. You will, if HSBC reasonably requires, provide to HSBC complete copies of the Contract and such other information as HSBC may reasonably require from time to time in relation to it or the Rights.
14. You must do everything necessary to help HSBC to:
 - (i) establish, perfect, confirm, enforce or protect its interest in the Rights and the validity, enforceability and the priority of this Assignment; and
 - (ii) exercise any of its rights under this Assignment.

This includes immediately signing and delivering documents or doing anything else HSBC reasonably requires.

When this Assignment becomes enforceable

15. This Assignment shall become enforceable:

- (a) if the Debt is not paid or discharged when due (whether on demand, at agreed maturity or earlier, as the case may be); or
- (b) if you are in breach of any of the obligations under this Assignment; or
- (c) if you shall enter into any composition or arrangement for the benefit of its creditors; or
- (d) if any step is taken for the administration or winding up (which includes, in either case, the board of directors or the Assignor in general meeting, passing a resolution for the same) or bankruptcy of the Assignor (except where, in the case of winding up, HSBC has consented in writing for the purpose of a solvent reconstruction or amalgamation); or
- (e) if a third party shall take possession of, or a receiver shall be appointed over, or any of your secured creditors shall seek to enforce his security in respect of, all or any of the Rights or any other event shall happen which puts in jeopardy all or any part of the security created by this Assignment; or
- (f) if HSBC, in its reasonable discretion, considers that any claim may be or has been made against HSBC under any bond, guarantee, indemnity or other contingent liability issued or entered into for any of your liabilities in respect of which HSBC reasonably considers that it may not be or has not been indemnified on demand or as and when required under any agreement it has with you regarding the same; or
- (g) if any other event shall occur which has been agreed between you and HSBC as an event upon the occurrence of which this or any other security for the Debt shall be enforceable.

On, or at any time after, any date on which any of the above shall occur, HSBC (without prejudice to any other of its rights and remedies it has under this Assignment or otherwise, and without notice to you) may: (i) claim, collect, enforce, set off, apply or appropriate the Rights in or towards the discharge of the Debt; and (ii) exercise any other powers and rights which may be exercisable by the owner of the Rights and all other powers conferred on mortgagees by the Law of Property Act 1925 without the restrictions contained in sections 103 or 109(1) of that Act.

For the purposes of this Assignment (including under this clause 15), HSBC may value the Debt (or any part of it) which is a future or contingent liability at an amount that HSBC reasonably considers appropriate and, if the obligations are in different currencies, HSBC may convert either obligation into the other currency in accordance with clause 30. For any of these purposes, HSBC may also certify or determine the amount of a rate or amount applicable or due under this Assignment and in relation to the Debt. These certifications and determinations by HSBC shall, in the absence of manifest error, be conclusive evidence of those rates and amounts.

Subject to claims having priority over this Assignment, if HSBC exercises its rights or remedies under this clause 15, it shall apply or appropriate all amounts received, recovered or realised in respect of the Rights in the following order:

- (a) In payment to HSBC in or towards payment or discharge of the Debt and all other amounts expressed to be secured by, or due or payable to HSBC under or in connection with, this Assignment.
- (b) In payment of any surplus to you or any other person entitled to it.

Mortgagee in Possession, Indemnity and Exclusion of Liability

16. HSBC shall not be accountable as a mortgagee in possession in respect of the Rights nor be liable for any loss upon realisation or for any neglect or default of any nature whatsoever in connection with the Rights and all costs, charges and expenses incurred by HSBC (including the costs of any proceedings in relation to this Assignment or the Debt) shall be paid by you on a full indemnity basis.
17. You agree to indemnify HSBC fully from and against any liabilities it might incur in the exercise (or apparent exercise) of any powers, authorities and discretions under or in connection with this Assignment (with the exception of fraud or wilful default on the part of HSBC, but only to the extent committed by HSBC) or any failure by you to comply with any of your obligations under this Assignment.
18. Neither HSBC nor any of its officers, agents or employees shall have any responsibility or liability:
 - (a) for any action taken in relation to the Rights;
 - (b) for any failure to take any action in relation to the Rights; or
 - (c) for any loss resulting from any fluctuation in exchange rates in connection with any sale or purchase or conversion of currencies under clause 30,except in the case of wilful misconduct on the part of that person.

Power of Attorney

19. You irrevocably appoint HSBC as your agent and attorney and in your name and on your behalf to sign and deliver and otherwise perfect any deed, assurance, agreement, instrument or act which HSBC may think fit to:
 - (a) claim and enforce the Rights and collect and get in any monies due in respect of the Rights and for that purpose make demand and take legal proceedings in respect of the Rights;
 - (b) sell or assign the benefit of the Rights;
 - (c) make any compromise or arrangement in respect of the Rights;
 - (d) do all such other acts and things as HSBC may consider to be incidental to or assist with any of the matters or powers set out above.

HSBC shall not be required to take any steps or institute any proceedings in connection with the Rights or the recovery of any monies in respect of them.

20. You ratify and confirm (and agree to do so) whatever the attorney shall do, or attempt to do, in the exercise of all or any of the powers, authorities and discretions mentioned above or under this power of attorney.
21. This Power of Attorney is given as security for the purposes of the Powers of Attorney Act 1971.

Adjustments to Law of Property Act powers and restrictions

22. The restriction on the right of consolidating mortgages in section 93 of the Law of Property Act 1925 shall not apply to this Assignment.

Making good your defaults

23. If at any time you fail to comply with any of your obligations under this Assignment, HSBC may (at your cost and expense) do anything which, in its reasonable opinion, may be required to remedy the failure, including performing or obtaining compliance with the obligation.

Payment of HSBC's Fees, Expenses and Costs

24. (a) You must indemnify HSBC on demand on a full indemnity basis for all fees, expenses, liabilities and legal and other costs incurred or charged by HSBC (including, without limitation, all amounts reasonably determined by HSBC to be necessary to compensate it for internal management or administration costs, charges and expenses) in or incidental to: (i) bringing this Assignment into effect or in the exercise of any rights, remedies or powers under this Assignment; (ii) in ensuring this Assignment is effective; (iii) in connection with the improvement, perfection or protection of the security created by this Assignment; and (iv) in the exercise of any rights, remedies, powers, authorities and discretions conferred under, or in connection with, this Assignment, together with (in each case), any value added or similar tax charged or chargeable in respect of such fees, expenses, liabilities and costs.
- (b) All such amounts shall be debited to an account in your name with HSBC. Until they are reimbursed they shall bear interest at an annual rate of 3% above the Bank of England base rate from time to time computed and compounded monthly and/or according to HSBC Bank plc's then current practice and shall be payable on demand. All such amounts shall be secured as part of the Debt by this Assignment.

Preservation and Retention of Security

25. (a) Any settlement, discharge or release (including in relation to this Assignment or the Debt) between (i) the Assignor and (ii) HSBC shall be conditional upon no security given, or payment made, to HSBC by the Assignor (or any other person) being avoided or reduced as a result of any provisions or enactments relating to insolvency for the time being in force in any jurisdiction.
- (b) In the event of such security or payment being avoided or reduced, HSBC shall be entitled to recover the value or amount of such security or payment from the Assignor subsequently as if such settlement, discharge or release had not occurred.

Independence, continuing and binding nature of this Assignment

26. (a) This Assignment is in addition to, and independent of, any other security which HSBC may hold at any time for any of the Debt.
- (b) No guarantee or security held by HSBC from time to time over the Rights or in respect of the Debt shall merge with the security created by this Assignment.
- (c) HSBC's rights and remedies under this Assignment are in addition to, and not in substitution for, any given by law.
- (d) HSBC may exercise any of its rights or remedies under this Assignment without prior notice to the Assignor.
- (e) This Assignment remains a continuing security against you, and if there is more than one of you, each of you, and if you are an individual, your personal representative, until HSBC reassigns the Rights to you.
- (f) If more than one person is named in this Assignment as "you" or if this Assignment otherwise contemplates execution by more than one person in favour of HSBC, but not all such persons execute this Assignment, the person or persons who do execute this Assignment shall be as fully bound by it as if all such persons had validly executed and delivered this Assignment.

HSBC's powers to deal with Accounts and Money received

27. (a) If HSBC receives notice of any subsequent mortgage or other interest affecting the Rights, HSBC may open a new account or accounts for you. If HSBC does not do so, then all payments made to HSBC after receipt of the notice (other than those expressly appropriated) shall be treated as having been credited to a new account in your name instead of reducing the Debt.
- (b) If HSBC has more than one account for you, and the Assignor fails to comply with any of its obligations under this Assignment, or HSBC receives any notice mentioned in (a) above, HSBC may at any time, without prior notice, transfer any credit balance in or towards discharge of any debit balance on any of your accounts. HSBC will notify you of the transfer.
- (c) If HSBC has any other mortgage or charge over the Rights, HSBC shall have an absolute discretion in the appropriation of any money received, recovered or realised under this Assignment or under the other mortgage or charge.
28. All money received, recovered or realised by HSBC under or as a result of this Assignment may, in HSBC's reasonable discretion, be credited to, and held in, a separate suspense account (where it shall not reduce the Debt) for so long as HSBC may reasonably think fit until the money, and any interest on it, is used by HSBC in or towards discharge of the Debt.

Waiver of set-off

29. You waive any right of set-off you may have now, or at any time in the future, in respect of the Debt and shall make all payments expressed to be due or payable by you under this Assignment without set-off, deduction or counterclaim.

Currency Conversion

30. HSBC may convert any money received, recovered or realised under this Assignment from the currency in which it is received, recovered or realised into any other currency that HSBC requires for the purpose of, or pending, the discharge of the Debt. Any conversion will be effected at HSBC's then prevailing spot selling rate of exchange. References in this clause to currency include funds of that currency and HSBC may convert funds of one currency into different funds of the same currency. HSBC is entitled to deduct the costs, charges and expenses that it would normally incur from any amount that it converts into another currency.

Dealings with You and Third Parties

31. HSBC may at its discretion, whenever it wants, make any arrangement (whether by way of giving time or other indulgence, variation, exchange, release, modification, refraining from perfection, enforcement or otherwise) with you, or if there is more than one of you, any of you, or any other person, in respect of the Debt, or of any other security for it, without prejudice to this Assignment or the liability for the Debt.

Notices, Governing Law and Jurisdiction

32. HSBC may serve any notice or other communication under this Assignment:
- (a) by letter, sent by first class post to, or left at, your last known address or registered office, or the Property, and if sent by post, it will be deemed to have been made or given two business days (Monday to Friday, except public holidays in England after the date of posting); or
- (b) by fax or other electronic means to your last known fax number or electronic mail address and it will be deemed to have been served at the time of transmission.

If HSBC is unable to send a communication to all of you (where there is more than one of you) sending the communication to any one of you is deemed to be sending it to all of you. Service on any one of you (where there is more than one of you) is deemed to be service on all of you. Any demand or notice may be signed by any manager or officer of HSBC.

33. (a) English law governs this Assignment, its interpretation and any non-contractual obligations arising from or connected with it.
- (b) You and HSBC Bank submit to the exclusive jurisdiction of the courts of England and Wales in relation to all claims, disputes, differences or other matters (including non-contractual claims, disputes, differences or other matters) arising out of or in connection with this Assignment.

Disclosure of Information

34. You consent to the disclosure by HSBC of any information about you, this Assignment, the Contract, the Rights or the Debt to:
- (a) any person to whom HSBC proposes to sell, assign or transfer, or has sold, assigned or transferred, all or any of its rights, benefits and obligations under this Assignment or the Debt;
- (b) any person with whom HSBC proposes to enter, or has entered, into any arrangements in respect of this Assignment or the Debt;
- (c) any company within the HSBC Group, being HSBC Holdings plc and its associated and subsidiary companies from time to time or any of its or their agents; or
- (d) any other person, if required or permitted by law to do so.

Transfer of Rights

35. (a) HSBC may sell, assign or transfer its rights, benefits and obligations under this Assignment and the Debt to anyone at any time.
- (b) If HSBC sells, assigns or transfers any or all of its rights, benefits and obligations, your own rights, benefits and obligations under this Assignment will stay exactly the same.
- (c) You will be bound to any person to whom HSBC sells, assigns or transfers any such rights. That person will have HSBC's powers and rights, benefits and obligations so far as these are sold, assigned or transferred to that person.
- (d) HSBC will be released automatically from its obligations to you so far as that person assumes HSBC's obligations.
- (e) You will, at the expense of HSBC or the person to whom the rights are transferred, do anything reasonably requested by HSBC to effect a transfer of all or any part of its rights under this Assignment.
- (f) You will not transfer all or any part of your rights under this Assignment without the prior written consent of HSBC.
- (g) In these Transfer of Rights provisions and in the Disclosure of Information provisions above:
- (i) the term **transfer** means sale, assignment and/or transfer by novation;
- (ii) the term **rights** means rights, benefits and/or obligations; and
- (iii) the term **person** means any person, trust, fund or other entity

HSBC's written consent and reasonable requirement

36. (a) Where the words "without HSBC's written consent" appear in any clause, HSBC will not unreasonably withhold consent. You agree that it is reasonable for HSBC to refuse to consent to something if, in HSBC's reasonable opinion, it adversely affects or might affect:
- (i) HSBC's security under this Assignment and HSBC's ability to enforce this Assignment;

- (ii) the value of the Rights and HSBC's ability to collect any monies which may become payable in respect of them;
 - (iii) HSBC's ability to recover the Debt; or
 - (iv) the assessment of the value of this Assignment as an asset of HSBC.
- (b) Where the words "HSBC reasonably requires" appear in any clause, you agree that it is reasonable for HSBC to require something if, in HSBC's reasonable opinion, it will or might assist in:
- (i) the preservation of HSBC's security under this Assignment or the value of the Rights or
 - (ii) HSBC's ability to recover the Debt.

Severance and Modification - Unenforceability

37. (a) If any of the clauses (or part of a clause) of this Assignment is or becomes invalid or unenforceable in any way under any law, the validity of the remaining clauses (or part of a clause) will not in any way be affected or impaired.
- (b) If any invalid or unenforceable clause (or part of a clause) would not be invalid or unenforceable if its form or effect were modified in any way, it shall be deemed to have the modified form or effect so long as HSBC consents.
- (c) Where more than one person is named in this Assignment as "you", and this Assignment is unenforceable or otherwise ineffective against any of you, none of the rest of you will be released from your obligations under this Assignment.

Assignor's compliance with Memorandum and Articles of Association

38. Any of you that is a company confirms that this Assignment does not contravene any of the provisions of your Memorandum and Articles of Association.

Interpretation

39. In this Assignment:
- (a) the headings are used for guidance only;
 - (b) any reference to a person includes a body corporate;
 - (c) any reference to any statute, or any section of any statute, includes reference to any statutory modification or re-enactment of it for the time being in force;
 - (d) references to the singular include the plural and vice versa;
 - (e) a reference to HSBC includes a reference to its successors and transferees;
 - (f) the words "include(s)", "including" and "in particular" shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words; and
 - (g) the words "other" and "otherwise" shall not have their meaning narrowed by any preceding words where a wider construction is possible.

Executed as a deed and delivered on the date mentioned at the beginning of this Assignment.

**Schedule 1 referred to above
Contract**

Commencement Date	Parties	Nature of Contract
21/11/2018	(1) NEWBERRY INTERNATIONAL PRODUCE LTD (Assignor) (2) HSBC Invoice Finance (UK) Limited	Agreement for the Purchase of Debts as the same may be amended, varied or supplemented from time to time

Schedule 2 referred to above
NOTICE OF ASSIGNMENT OF CONTRACT MONIES

TO: HSBC Invoice Finance (UK) Limited
Farncombe Road
Worthing
BN11 2BW

Date: 7/11/2019

Agreement for the Purchase of Debts between HSBC Invoice Finance (UK) Limited and NEWBERRY INTERNATIONAL PRODUCE LTD ("the Contract")

We, HSBC Equipment Finance (UK) Ltd ("**HSBC**") and NEWBERRY INTERNATIONAL PRODUCE LTD ("**the Assignor**"), hereby give you notice that on 7/11/2019 the Assignor executed an Assignment in HSBC's favour of the Assignor's rights ("**the Rights**") which arise on the occurrence of a termination event under, or the ending of, the Contract ("**the Assignment**").

We understand that you had consented to the Assignment.

As a result of the Assignment, the benefit of all such Rights are transferred to us and any monies that may arise on the occurrence of a termination event or the ending of the Contract ("**the Monies**") should be paid to us at the account of the Bank detailed below ("**the Account**").

The Assignor is no longer permitted to do or agree anything which may release, vary, alter, transfer, encumber or interfere with the Rights, as they have been assigned to us.

Please:

(A) confirm that you had consented to the Assignment, that the Contract and the Rights remain in full force and effect and that you have not received notice of any other assignment of the Rights or of any mortgage, lien, charge, pledge, security, trust, other interest or claim over or affecting the Rights; and

(B) acknowledge receipt of this Notice, by completing the duplicate enclosed and returning it to HSBC.

At the same time, please also send a copy of the signed and completed duplicate to the Assignor.

Account Payment Details

Account Name:
HSBC Bank plc
New Street, Birmingham

Account Number:
70366595

Sort Code:
40-11-18

Yours faithfully

For and on behalf of HSBC Equipment Finance (UK) Ltd

For and on behalf of
NEWBERRY INTERNATIONAL PRODUCE LTD

[ON DUPLICATE]

To HSBC Equipment Finance (UK) Ltd

I/We acknowledge receipt of the Notice on _____ of which the above is a true copy, give the confirmations set out in the said Notice and agree to pay all Monies arising in respect of the Rights to the Account held at HSBC Bank plc detailed in the said Notice.

For and on behalf of HSBC Invoice Finance (UK) Limited

This Assignment is an important legal document. HSBC strongly recommends that you seek the advice of your solicitor or other legal adviser before signing this Assignment.

Executed as a deed, but not delivered until the first date specified on page 1, by
NEWBERRY INTERNATIONAL PRODUCE LTD
by two directors or by
one director and the secretary

)
)
)
)
)
Signature

Name (block capitals)

G. TAYLOR
Director

Signature _____

Name (block capitals)

LEON ROWLEY

Director/Secretary

For and on behalf of
HSBC Equipment Finance (UK) Limited

For HSBC Use Only

This Deed of Re-assignment

In this Deed the words used have the meanings given to them in the Assignment. HSBC re-assigns (without warranty or recourse to the Bank).

to the Rights which were assigned to HSBC under the Assignment

Executed a deed by a duly authorised Official of **HSBC EQUIPMENT FINANCE (UK) LIMITED ("HSBC")** as Attorney of **HSBC** the day and year first above written.

SIGNED AND DELIVERED

by

..... Attorney of HSBC

in the presence of:

Witness:

Address:

Occupation:

EXTRACT OF BOARD MINUTES (INCLUDING A COPY RESOLUTION)

(to be certified by the signature of the chairperson of the meeting of the board of directors at which the resolution was passed)

Name of company: NEWBERRY INTERNATIONAL PRODUCE LTD Registered number: 3262617 (the Assignor)

1. The chairperson reported that due notice of the meeting had been given and that a quorum was present. Accordingly, the chairperson declared the meeting open.
2. The chairperson reported that the business of the meeting was to approve the Assignor entering into an Assignment to be given by the Assignor in favour of HSBC Equipment Finance (UK) Limited (the "Assignment").
3. The chairman noted that under section 177 of the Companies Act 2006 each director had to declare the nature and extent of any direct or indirect interest that director may have in the matter(s) under consideration to the extent that he or she had not already declared that interest to the other directors. The directors declared the following interests (if any):

Name	Nature and extent of interest
------	-------------------------------

The chairperson confirmed that, taking into account all interests declared (whether before or at the meeting), there would be a quorum for all the business of the meeting under the terms of the Assignor's articles of association.

4. The Assignment was produced to the meeting.
5. Following consideration, including consideration of the terms of the Assignment, the transactions contemplated by it and the matters referred to in section 172(1) of the Companies Act 2006, the meeting resolved that the Assignment and the transactions contemplated by it would promote the success of the Assignor for the benefit of its members as a whole and further resolved that:
 - (a) The terms of, and the transactions contemplated by the Assignment and any ancillary or related documents:
 - (i) be and are approved; and
 - (ii) are in accordance with and not in contravention of the Assignor's articles of association or other constitutional documents or any law or other obligation of the Assignor,and that the Assignor execute or sign (as appropriate) the Assignment and any ancillary or related documents.
 - (b) Any director, or in the case of any document to be executed as a deed, any two directors or any one director and the company secretary or any director in the presence of a witness who attests his signature, be and are authorised to sign:
 - (i) the Assignment;
 - (ii) any documents required to be signed or executed under the Assignment, or otherwise ancillary or related to the Assignment;
 - (iii) any documents amending, varying, novating or supplementing the Assignment; and
 - (iv) any other document that such signatory considers necessary or desirable in relation to the Assignment,and any director is authorised to agree and approve any amendments made to any such documents after the holding of this meeting.
 - (c) Any director be and is authorised to sign and/or dispatch or deliver all other documents, notices and certificates to be signed and/or dispatched or delivered by the Assignor under or in connection with the Assignment and to do any other act, matter or thing as he or she may deem necessary or desirable to be done or executed in connection with the financing to be provided to the Assignor or the Assignment.
 - (d) A copy of this resolution be endorsed on the Assignment.

Witnessed and signed by the Chairperson of the Board minutes from a meeting held on 7/1/2019 at 33 Park and a true copy of the resolution passed at that meeting.


Chairperson's signature

GILL TAYLOR
Chairperson's name

7/1/2019
Date of signature