



Registration of a Charge

Company name: **BENNINGTON FOODS LIMITED**

Company number: **04298848**



X99ZPSPD

Received for Electronic Filing: **24/07/2020**

Details of Charge

Date of creation: **15/07/2020**

Charge code: **0429 8848 0005**

Persons entitled: **DANSKE BANK A/S**

Brief description:

Contains fixed charge(s).

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

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ELECTRONIC ORIGINAL OF THE INSTRUMENT.**

Certified by:

BURGES SALMON LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4298848

Charge code: 0429 8848 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 15th July 2020 and created by BENNINGTON FOODS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th July 2020 .

Given at Companies House, Cardiff on 27th July 2020

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

THIS DEED OF ACCESSION is made on 15 July 2020

BY BENNINGTON FOODS LIMITED (the "**Additional Chargor**") a company incorporated under the laws of England and Wales (registered number 04298848) whose registered office is situate at 7 Roseland Business Park, Long Bennington, Newark, Nottinghamshire, NG23 5FF.

WHEREAS:

- 1 By a debenture dated 12 April 2016 (the "**Debenture**") between (1) each of the companies named therein as Chargors, and (2) Danske Bank A/S (the "**Security Agent**") the Chargors named therein granted certain security to the Security Agent.
- 2 The Additional Chargor has after giving due consideration to the terms and conditions of the Debenture and satisfying itself that there are reasonable grounds for believing that the entry into this Deed will be of benefit to it, decided in good faith and for the purpose of carrying on its business to enter into this Deed and thereby become a Chargor for the purposes of the Debenture.
- 3 **NOW THIS DEED WITNESSES** as follows:
- 4 Terms defined in the Debenture shall have the same meaning in this Deed including the recitals hereto.
- 5 The Additional Chargor hereby agrees to become a party to and to be bound by the terms of the Debenture as a Chargor with immediate effect and so that the Debenture shall be read and construed for all purposes as if the Additional Chargor had been an original party thereto in the capacity of a Chargor (but the security constituted by this accession shall only be created on the date hereof).
- 6 The Additional Chargor hereby undertakes to be bound by all the covenants and agreements in the Debenture which are expressed to be binding on a Chargor and agrees to give the covenants and agreements contained therein jointly and severally with the other Chargors.
- 7 In accordance with the foregoing, the Additional Chargor now grants to the Security Agent the mortgages, assignments and charges described in the Debenture to the intent that its mortgages, assignments and charges shall be effective and binding upon it and shall not in any way be avoided, discharged or released or otherwise adversely affected by any ineffectiveness or invalidity of the Debenture or of any other party's execution thereof or any other Deed of Accession, or by any avoidance, invalidity, discharge or release of any mortgage, assignment or charge contained in the Debenture or in any other Deed of Accession.
- 8 The Debenture and this Deed shall be read as one to this extent and so that references in the Debenture to "this Debenture", "herein", and similar phrases shall be deemed to include this Deed.
- 9 Notwithstanding clauses 5 to 8 above, the words "subject to the Permitted Security" shall be added to the start of each of the following clauses of the Debenture insofar as they relate to the Additional Chargor:
 - (a) Clause 3.1 (*Creation of Security*);
 - (b) Clauses 9.1 and 9.2 (*Negative Pledge*);
 - (c) Clause 10.4 (*No Breach*);
 - (d) Clause 10.6 (*Enforceability*);
 - (e) Clause 11.51 (*Negative Pledge*); and
 - (f) Clause 22.1(a)(i) (*Conversion of Floating Charge*).
- 10 "**Permitted Security**" means each of the following:

- (a) a debenture granted by the Additional Chargor in favour of National Westminster Bank Plc dated 27 April 2009;
 - (b) a debenture granted by the Additional Chargor in favour of Lombard North Central Plc dated 21 December 2015; and
 - (c) a debenture granted by the Additional Chargor in favour of RBS Invoicefinance Ltd dated 20 April 2018.
- 11 The Security Agent hereby consents to the creation and subsistence of the Permitted Security.
- 12 The Additional Chargor's estates and other interests in:
- (a) freehold, leasehold and other immovable property;
 - (b) shares and other securities;
 - (c) intellectual property;
 - (d) plant and machinery;
 - (e) life assurance policies; and
 - (f) contracts,
- (in each case if any) which are to become subject to the mortgages, assignments and charges constituted by the Debenture pursuant to the terms hereof as if they constituted part of the Secured Property, the Secured Shares, the secured Intellectual Property, the Plant and Machinery, the Life Policies and the Contracts specified in the appropriate Schedule to the Debenture respectively are specified in the Schedule to this Deed.
- 13 This Deed shall be governed by and construed in accordance with English law.

IN WITNESS whereof this Deed of Accession has been duly executed.

Schedule 1

The Scheduled Property

The Scheduled Shares

The Plant and Machinery

The Contracts

The Life Policies

The Rent Account

The Intellectual Property

Executed as a deed by **BENNINGTON FOODS LIMITED** acting by a director, in the presence of:

Witness

Director

Name of Witness

Address of Witness

Occupation of Witness

SIGNED AND DELIVERED

by us as Attorneys for
DANSKE BANK A/S
pursuant to a Power of Attorney
in the presence of:

Bank Official

Attorney for the Bank

(Address)

Attorney for the Bank

Executed as a deed by **BENNINGTON FOODS LIMITED** acting by a director, in the presence of:

.....
Director

.....
Witness

Name of Witness


Address of Witness

Occupation of Witness

SIGNED AND DELIVERED

by us as Attorneys for
DANSKE BANK A/S
pursuant to a Power of Attorney
in the presence of:


Bank Official Jonas Werström

Zaneta Traska
Attorney for the Bank

Martin A.G. Larsen
Associate Director
Attorney for the Bank

Holsten Kanal 2-12, DK-1092, Copenhagen K
(Address)