



Registration of a Charge

Company name: **NORTHUMBRIAN FINE FOODS LIMITED**

Company number: **04352824**

Received for Electronic Filing: **20/05/2020**



Details of Charge

Date of creation: **13/05/2020**

Charge code: **0435 2824 0015**

Persons entitled: **BNP PARIBAS S.A.**

Brief description: **N/A**

Contains fixed charge(s).

Contains floating 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:

ALLEN & OVERY LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4352824

Charge code: 0435 2824 0015

The Registrar of Companies for England and Wales hereby certifies that a charge dated 13th May 2020 and created by NORTHUMBRIAN FINE FOODS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th May 2020 .

Given at Companies House, Cardiff on 21st May 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

SECURITY AGREEMENT

DATED 13 May 2020

BETWEEN

**NORTHUMBRIAN FINE FOODS LIMITED
and
BISCUIT HOLDING
as Chargors**

and

**BNP PARIBAS S.A.
as Security Agent**

**This Security Agreement is entered into subject to the terms of an Intercreditor Agreement
dated 12 February 2020 (as amended from time to time)**

ALLEN & OVERY

Allen & Overy LLP

CONTENTS

Clause	Page
1. Interpretation.....	3
2. Creation of Security	6
3. Representations – General	10
4. Restrictions on Dealings	10
5. Investments	10
6. Restricted Credit Balances.....	12
7. Relevant Contracts	13
8. When Security becomes Enforceable	14
9. Enforcement of Security	14
10. Receiver	15
11. Powers of Receiver	16
12. Application of Proceeds.....	18
13. Expenses and Indemnity	18
14. Delegation.....	18
15. Power of Attorney.....	19
16. Miscellaneous	19
17. Release	20
18. Counterparts.....	20
19. Governing Law	20
20. Jurisdiction.....	20

Schedule

1. Security Assets.....	22
2. Forms of letter for Account Bank	25
3. Forms of letter for Relevant Contracts.....	28

Signatories.....	30
------------------	----

THIS DEED is dated 13 May 2020 and made

BETWEEN:

- (1) **THE COMPANIES** listed in Schedule 1 (Chargors) as chargors (the **Chargors**); and
- (2) **BNP PARIBAS S.A.** (the **Security Agent**) as security agent and trustee for the Secured Parties (as defined in the Intercreditor Agreement defined below).

BACKGROUND:

- (A) Each Chargor enters into this Deed in connection with the Secured Debt Documents (as defined in the Intercreditor Agreement).
- (B) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

IT IS AGREED as follows:

1. INTERPRETATION

1.1 Definitions

In this Deed:

Acceleration Event means an Acceleration Event other than an Unsecured Acceleration Event or an Unsecured Notes Acceleration Event (each as defined in the Intercreditor Agreement).

Account Bank means, in relation to a Restricted Account, the bank with which the Restricted Account is maintained.

Act means the Law of Property Act 1925.

Authorisation has the meaning given to it in the Senior Facilities Agreement.

English Chargor means Northumbrian Fine Foods Limited, a private limited company incorporated in England and Wales with registered number 04352824 and having its registered address at Dukesway, Team Valley, Gateshead, Tyne and Wear, NE11 0QP.

Event of Default means an "Event of Default" under and as defined in any Secured Debt Document.

French Chargor means Biscuit Holding SAS, a société par actions simplifiée incorporated in France with registered number 802 184 663 RCS Paris and having its registered address at 22, avenue Victoria, 75001 Paris.

Intercompany Loan Agreement means any intercompany loan agreement to which the English Chargor is party as a lender, with any other member of the Group as debtor, under which the English Chargor has outstanding receivables of which the aggregate principal amount exceeds EUR 2,000,000 (or its equivalent in any other currency, including those specified in Part 2 of Schedule 2 (Security Assets) to this Deed under the heading Relevant Contracts.

Intercompany Receivables means any and all present and future receivables, claims, rights, title or monies regardless of their nature (including, without limitation, principal, interest, default interest, commissions, costs and indemnities), in any currency or currencies, whether actual or contingent, whether owed jointly and severally or in any other capacity whatsoever and whether subordinated or not, owed from time to time by any member of the Group to the English Chargor where the aggregate principal amount of the outstanding receivables owed by such member of the Group to the English Chargor exceeds EUR 2,000,000 (or its equivalent in any other currency) at any time.

Intercreditor Agreement means the intercreditor agreement dated 12 February 2020 and made between, among others, Cookie Intermediate Holding II SAS and the Security Agent, as amended and/or amended and restated from time to time.

Investment means in relation to (x) the French Chargor, all shares, stocks, debentures, bonds or other securities and investments owned by the French Chargor in the English Chargor or held by any nominee on its behalf, and (y) all other Chargors, all shares, stocks, debentures, bonds or other securities and investments owned by a Chargor in an Obligor or held by any nominee on its behalf.

Party means a party to this Deed.

Receiver means an administrative receiver, a receiver and manager or a receiver, in each case, appointed under this Deed.

Related Rights means, in respect of all Shares and Investments, all dividend, interest, distributions and other income paid or payable on such a Share or Investment, together with all shares or other property derived from any relevant Share or Investment and all other monies, allotments, accretions, rights, benefits, property and/or advantages of all kinds accruing, offered or otherwise derived from or incidental to that Share or Investment (whether by way of conversion, redemption, substitution, exchange, bonus, preference, option rights or otherwise).

Relevant Contract has the meaning given to it in Clause 2.5 (Other contracts).

Restricted Account means each bank account of the English Chargor opened in England or Wales in respect of which the average credit balance in respect of such bank account in any calendar month is in excess of EUR 2,000,000 (or its equivalent in any other currency), (including without limitation the accounts set out in Part 3 of Schedule 2 (Security Assets) to this Deed under the heading Accounts) and includes:

- (a) if there is a change of Account Bank, any account located in England or Wales into which all or part of a credit balance from a Restricted Account is transferred provided that such bank account has an average credit balance in any calendar month in excess of EUR 2,000,000 (or equivalent in another currency); and
- (b) any account located in England or Wales which is a successor to a Restricted Account on any re-numbering or re designation of accounts and any account located in England or Wales into which all or part of a balance from a Restricted Account is transferred for investment or administrative purposes, in each case, so long as the average credit balance in any calendar month is in excess of EUR 2,000,000 (or equivalent in another currency).

Secured Obligations means:

- (a) with respect to the English Chargor, the "Secured Obligations" as defined in the Intercreditor Agreement; and
 - (b) with respect to the French Chargor, any and all payment obligations of such French Chargor:
 - (i) as Guarantor under the Senior Facilities Agreement, for an initial indicative principal amount of €575,000,000 as at the date hereof;
 - (ii) as Guarantor under the Second Lien Facility Agreement, for an initial indicative principal amount of €110,000,000 as at the date hereof;
 - (iii) as debtor to the Security Agent under the Parallel Debt (as defined under clause 18.4 (Parallel Debt (Covenant to Pay the Security Agent)) of the Intercreditor Agreement) with respect to the Secured Debt Documents (as defined in this Agreement), for an initial indicative principal amount of €685,000,000 as at the date hereof;
 - (iv) to any Hedge Counterparty under any Hedging Agreements (as defined in the Intercreditor Agreement);
 - (v) as Hedging Guarantor under the Intercreditor Agreement;
 - (vi) to the Secured Parties under any Secured Debt Document (as defined in this Agreement); and
 - (vii) to the Security Agent under this Agreement,
- it being specified that:
- (A) such payment obligations include payment obligations whether present or future, certain or contingent, due jointly or severally, in principal, interest, interest on late payment, fees, costs, incidental or otherwise, due or that may be due (including further to acceleration);
 - (B) any reference to a Secured Debt Document or a document in this paragraph (b) must be understood as referring to such Secured Debt Document or document, as amended, modified or novated from time to time including any and all amendments however fundamental to that Secured Debt Document or other document including in particular any amendment providing for an increase in the amount of a facility or any additional facility, the deferral of any payment date and/or the increase of any amount payable under such Secured Debt Document or other document (including any Post-Closing Secured Obligations (as defined in the Intercreditor Agreement)); and
 - (C) any reference to a payment obligation due under a Secured Debt Document, a document or contract shall be construed as including any payment obligation that would be due in the event of cancellation, termination or resolution, contractual or judiciary, of such Secured Debt Document, document or contract.

Security Assets means all assets of each Chargor from time to time which are, or are expressed to be, the subject of any security created by this Deed.

Security Period means the period beginning on the date of this Deed and ending on the date which is the later to occur of the Senior Secured Discharge Date and the Second Lien Discharge Date.

Senior Facilities Agreement means the senior facilities agreement dated 12 February 2020 between, among others, Cookie Acquisition SAS and the Security Agent, as amended and/or amended and restated from time to time.

Shares mean in relation to (x) each Chargor, all shares owned by that Chargor specified in Part 1 of Schedule 2 (Security Assets) opposite its name, and (y) the English Chargor, all shares owned by it in its subsidiaries that are Obligor incorporated in England.

1.2 Construction

- (a) Capitalised terms defined in the Intercreditor Agreement have, unless expressly defined in this Deed, the same meaning in this Deed (including such definitions incorporated by way of reference).
- (b) The provisions of clause 1.2 (*Construction*) of the Intercreditor Agreement and clause 1.2 (*Construction*) of the Senior Facilities Agreement shall apply *mutatis mutandis* to this Deed as though they were set out in full in this Deed, so far as they are relevant, provided that the terms of clause 1.2 (*Construction*) of the Intercreditor Agreement will prevail if there is a conflict between the terms of clause 1.2 (*Construction*) of the Senior Facilities Agreement and clause 1.2 (*Construction*) of the Intercreditor Agreement.
- (c) The term **this Security** means any security created by this Deed.
- (d) Any covenant of a Chargor under this Deed (other than a payment obligation) remains in force during the Security Period.
- (e) Unless the context otherwise requires, a reference to a Security Asset includes the proceeds of sale of that Security Asset.
- (f) An Acceleration Event is "continuing" if the relevant demand, notice or other action has not been revoked by the relevant Agent in accordance with the relevant Debt Documents.
- (g) If the terms and conditions of this Agreement are in contradiction with the terms and conditions of the Senior Facilities Agreement, the Second Lien Facility Agreement or the Intercreditor Agreement, the terms and conditions of the Senior Facilities Agreement, the Second Lien Facility Agreement or the Intercreditor Agreement, as applicable, shall, to the fullest extent permitted by law, prevail. To the extent requested to do so by (and at the cost of) the Obligor's Agent, the Security Agent will enter into such amendments, waivers or consents as are necessary to remove such conflict.
- (h) To the extent permitted by law, nothing which is expressly permitted or not prohibited to be done pursuant to the Senior Facilities Agreement, the Second Lien Facility Agreement or the Intercreditor Agreement may constitute a breach of any term of, or a misrepresentation under, this Agreement.

2. CREATION OF SECURITY

2.1 General

- (a) All the security created under this Deed;

- (i) is created in favour of the Security Agent;
 - (ii) is created over present and future assets of each Chargor;
 - (iii) is security for the payment, discharge and performance of all the Secured Obligations; and
 - (iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
- (b) There shall be excluded from the security created by this Deed, but in each case only to the extent that such prohibition or condition restricts the type of security interest purported to be created by the relevant Clause of this Deed:
- (i) any asset for which a supervisory board, works council or other external body's or person's consent would be required to enable a Chargor to pledge or otherwise create security over such asset unless such consent has been received (unless the relevant consent is conditional and contains conditions which cannot reasonably be complied with and/or would cause or be reasonably likely to cause a breach of any term of any Secured Debt Document), provided that (subject to Paragraph (iv) below) the relevant Chargor has used reasonable endeavours to obtain the relevant consent;
 - (ii) any assets subject to third party arrangements which are permitted by the Secured Debt Documents and which prevent those assets, to the extent such assets could otherwise be charged in accordance with the Agreed Security Principles, from being charged, provided that (subject to Paragraph (iv) below) reasonable endeavours (without incurring material costs and without adverse impact on relationships with third parties or any commercial negotiations of any member of the Group) to obtain consent to charging any such assets shall be used by the Chargor if the relevant asset is material;
 - (iii) any assets with respect to which a pledge or other grant of security over such assets would conflict with the fiduciary duties of the directors of a Chargor or contravene any legal prohibition or result in a risk of personal or criminal liability on the part of any director or officer or would be contrary to the requirements of (or otherwise be in breach of any agreements reached with) any regulatory or industry body, provided that (subject to Paragraph (iv) below) the relevant Chargor shall use reasonable endeavours (but without incurring material cost and without adverse impact on relationships with third parties including each such regulatory or industry body) to overcome any such obstacle;
 - (iv) any assets with respect to which a pledge or other grant of security over such assets would have a material adverse effect on the ability of a Chargor to conduct its operations and business in the ordinary course as otherwise permitted by the Secured Debt Documents;
 - (v) any asset secured for the benefit of any Indebtedness permitted to be incurred in accordance with the terms of the Secured Debt Documents and/or to the extent constituting a Permitted Lien or similar defined term in any Secured Debt Document, unless specifically required by the applicable Secured Debt Document to the contrary; and
 - (vi) shares, financial securities and equity interests in joint ventures or other non-wholly owned entities,

provided that any such asset shall be an Excluded Asset only for so long as such prohibition (or the relevant restriction) is in existence or until the necessary consent has been received from the relevant third party. "Third party" in relation to a Chargor means any person which is not a member of the Group or an Affiliate of a member of the Group.

- (c) For all assets and undertakings referred to in sub-paragraphs (i) and (vi) of paragraph (b) above and to the extent that such assets are material and the Parent determines in good faith that such endeavours will not involve placing commercial relationships with third parties in jeopardy or incurring any material cost, that Chargor undertakes to use reasonable endeavours to apply for a consent or waiver of the relevant prohibition or condition which affects the charging of such asset as soon as reasonably practicable after the date of this Deed (or, as applicable, the creation of the relevant prohibition or condition to the extent arising after the date of this Deed unless that Chargor has already used its commercially reasonable endeavours at the time of negotiation of the relevant contract, license, lease, instrument or other arrangement to avoid the inclusion of the relevant prohibition or condition or otherwise to limit its scope).
- (d) Immediately upon satisfaction of the relevant condition or upon receipt of the relevant waiver or consent, or upon the relevant prohibition otherwise ceasing to apply, the formerly excluded assets or undertakings shall stand charged or assigned to the Security Agent under the relevant Clause of this Deed (as applicable). If reasonably required by the Security Agent, at any time following satisfaction of that condition or receipt of that waiver or consent, that Chargor will forthwith execute a valid fixed charge or legal assignment over the relevant assets on substantially the same terms as set out in this Deed.
- (e) Where an asset is excluded from the Security created by this Deed as a result of paragraph (b) above, that Security shall (to the extent it would not breach the provisions of paragraph (b) above) operate as an assignment or charge of all proceeds and/or receivables which that Chargor derives from or is entitled to in respect of the relevant asset(s) that have been so excluded from such Security.
- (f) The Security Agent holds the benefit of this Deed on trust for the Secured Parties.

2.2 Investments

Each Chargor charges by way of a first fixed charge:

- (a) all Shares owned by it or held by any nominee on its behalf;
- (b) (to the extent that they are not the subject of a first fixed charge under paragraph (a) above) its interest in all Investments owned by it or held by any nominee on its behalf; and
- (c) all Related Rights.

2.3 Intercompany Receivables

Without prejudice to the assignment and first fixed charge in Clause 2.5 (Other contracts), the English Chargor charges by way of a first fixed charge all Intercompany Receivables and all rights and claims against third parties and against any security in respect of those Intercompany Receivables.

2.4 Restricted credit balances

The English Chargor charges by way of a first fixed charge all of its rights in respect of any amount standing to the credit of any Restricted Account and the debt represented by it and all its rights in relation to any Restricted Account in its name.

2.5 Other contracts

- (a) The English Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights in respect of:
- (i) any agreement to which it is a party (including the Intercompany Loan Agreements) specified in Part 2 of Schedule 2 (Security Assets) to this Deed under the heading Relevant Contracts; and
 - (ii) any other material agreement to which the English Chargor is a party and which the Security Agent and the English Chargor have designated a relevant contract,

each a **Relevant Contract**.

2.6 Floating charge

- (a) The English Chargor charges by way of a first floating charge all its assets not at any time otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, charge or assignment under this Deed.
- (b) Except as provided below, the Security Agent may by notice to the English Chargor convert the floating charge created by the English Chargor under this Clause into a fixed charge as regards any of the English Chargor's assets specified in that notice, if:
- (i) an Acceleration Event is continuing; or
 - (ii) the Security Agent (acting reasonably) considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy.
- (c) The floating charge created by this Clause may not be converted into a fixed charge solely by reason of:
- (i) the obtaining of a moratorium; or
 - (ii) anything done with a view to obtaining a moratorium,
- under Section 1A of the Insolvency Act 1986.
- (d) The floating charge created by this Clause will automatically convert into a fixed charge over all of the assets of the English Chargor if an administrator is appointed or the Security Agent receives notice of an intention to appoint an administrator.
- (e) The floating charge created by this Clause is a **qualifying floating charge** for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

3. REPRESENTATIONS – GENERAL

3.1 Nature of security

- (a) Subject to the Legal Reservations and the Perfection Requirements (as defined in the Senior Facilities Agreement), each Chargor represents and warrants to each Secured Party that this Deed:
- (i) creates the Security it purports to create and those security interests are valid and effective; and
 - (ii) is not liable to be avoided or otherwise set aside on the liquidation or administration of that Chargor or otherwise.

3.2 Times for making representations

The representations and warranties set out in this Deed (including in this Clause) are made by each Chargor on the date of this Deed.

4. RESTRICTIONS ON DEALINGS

No Chargor may:

- (a) create or permit to subsist any Security on any Security Asset except as expressly permitted or not otherwise prohibited by the Secured Debt Documents; or
- (b) sell, transfer, licence, lease or otherwise dispose of any Security Asset except as expressly permitted or not otherwise prohibited by the Secured Debt Documents.

5. INVESTMENTS

5.1 Share representations

Each Chargor represents and warrants to each Secured Party as at the date of this Deed that:

- (a) its Shares are fully paid;
- (b) its Shares specified in Part 1 of Schedule 2 (Security Assets) represent the whole of the issued share capital in the relevant Obligor;
- (c) it is the sole legal and beneficial owner of its Shares; and
- (d) it has complied in all respects with any notices served on it under Sections 790D and 790E of the Companies Act 2006 in relation to its Shares.

5.2 Deposit

Each Chargor must within five Business Days of the date of this Deed (or, in respect of any Shares which become the subject of this Security after the date of this Deed, concurrently with the delivery of the first Compliance Certificate (as defined in the Senior Facilities Agreement) required to be delivered thereafter):

- (a) promptly deposit with the Security Agent, or as the Security Agent may direct, all certificates and other documents of title or evidence of ownership in relation to its Shares; and

- (b) promptly execute and deliver to the Security Agent all share transfers and other documents which may be requested by the Security Agent (acting on the instructions of the Majority Lenders) in order to enable the Security Agent or its nominees to be registered, on an Acceleration Event, as the owner or otherwise obtain a legal title to its Shares.

5.3 Calls

If a Chargor fails to pay a call or other payment due and payable in respect of any Investment, the Security Agent may (but shall not under any circumstance be under any obligation to) after the occurrence of an Acceleration Event and for so long as it is continuing pay such calls or other payments on behalf of that Chargor. That Chargor must promptly on request (and in any event within five Business Days of demand) reimburse the Security Agent for any payment made by the Security Agent under this Clause and, pending reimbursement, that payment will constitute part of the Secured Obligations.

5.4 Voting rights

- (a) For so long as an Acceleration Event is not continuing:
 - (i) the voting rights, powers and other rights in respect of the Investments must (if exercisable by the Security Agent) be exercised in any manner which that Chargor may direct in writing provided that it does not adversely affect the validity or enforceability of the Security or cause an Event of Default to occur; and
 - (ii) subject to the terms of the Secured Debt Documents, each Chargor will be permitted to pay, receive and retain all dividends or other income or distributions in relation to any Investments.

Each Chargor must indemnify the Security Agent against any loss or liability incurred by the Security Agent as a consequence of the Security Agent acting in respect of the Investments on the direction of that Chargor.

- (b) After the occurrence of an Acceleration Event and for so long as it is continuing:
 - (i) the Security Agent or its nominee may exercise (in the name of the relevant Chargor and without any further consent or authority on the part of the relevant Chargor) or refrain from exercising any voting rights and any powers or rights which may be exercised by the legal or beneficial owner of any Investments, any person who is the holder of any Investments or otherwise; and
 - (ii) all dividends or other income or distributions in relation to any Investments shall be paid to the Security Agent or as otherwise instructed by the Security Agent.

5.5 Financial Collateral

- (a) To the extent that the assets mortgaged or charged under this Deed constitute "financial collateral" and this Deed and the obligations of a Chargor under this Deed constitute a "security financial collateral arrangement" (in each case for the purpose of and as defined in the Financial Collateral Arrangements (No. 2) Regulations 2003 (SI 2003 No. 3226)) the Security Agent will have the right after this Security has become enforceable to appropriate all or any part of that financial collateral in or towards the satisfaction of the Secured Obligations.
- (b) Where any financial collateral is appropriated:

- (i) if the financial collateral is listed or traded on a recognised exchange its value will be taken as the value at which it could have been sold on the exchange on the date of appropriation; or
- (ii) in any other case, the value of the financial collateral will be such amount as the Security Agent reasonably determines having taken into account advice obtained by it from an independent investment or accountancy firm of national standing selected by it,

and each Secured Party will give credit for the proportion of the value of the financial collateral appropriated to its use.

5.6 PSC Regime

The English Chargor must:

- (a) comply on time with any notice it receives or has received under Section 790D or 790E of the Companies Act 2006; and
- (b) promptly notify the Security Agent if it receives a warning notice or restrictions notice under Schedule 1B of the Companies Act 2006,

in each case, in relation to its Shares.

6. RESTRICTED CREDIT BALANCES

6.1 Representations

The English Chargor represents to each Secured Party as of the date of this Deed that:

- (a) it is the sole legal and beneficial owner of the credit balance from time to time in each Restricted Account which it maintains; and
- (b) those credit balances are free of any Security (except for that created by or under this Deed or unless otherwise permitted or not prohibited by the Secured Debt Documents) and any other rights or interests in favour of third parties.

6.2 Withdrawals

After an Acceleration Event has occurred and for so long as it is continuing, except with the prior consent of the Security Agent, the English Chargor may not withdraw any moneys (including interest) standing to the credit of any Restricted Account.

6.3 Notices of charge

- (a) The English Chargor must:
 - (i) within five Business Days of the date of this Deed (or, in respect of any Restricted Account which becomes the subject of this Security after the date of this Deed, concurrently with the delivery of the first Compliance Certificate required to be delivered thereafter), serve a notice of charge, substantially in the form of Part 1 of Schedule 3 (Forms of letter for Account Bank) to this Deed on each Account Bank; and

- (ii) use its reasonable endeavours to ensure that each Account Bank acknowledges the notice, substantially in the form of Part 2 of Schedule 3 (Forms of letter for Account Bank) to this Deed within 20 Business Days of service in respect of any notice delivered pursuant to paragraph (i) above provided that the English Chargor's obligation under this paragraph will cease on the expiry of the 20 Business Days period referred to in this paragraph,

provided that no notice of charge shall be required to be served on an Account Bank until an Acceleration Event has occurred if service of such notice would prevent the English Chargor from using the relevant Restricted Account in the ordinary course of its business.

7. RELEVANT CONTRACTS

7.1 Notices of assignment

- (a) The English Chargor must in respect of an Intercompany Loan Agreement:
 - (i) within five Business Days of the date of this Deed (or, in respect of any Intercompany Loan Agreement between the English Chargor and a counterparty which is not party to this Debenture and has not received notice of assignment in accordance with this clause 7.1(a), concurrently with the delivery of the first Compliance required to be delivered thereafter), serve a notice of assignment, substantially in the form of Part 1 of Schedule 4 (Forms of letter for Relevant Contracts) to this Deed, on each counterparty to the relevant Intercompany Loan Agreement; and
 - (ii) use its reasonable endeavours to procure that each such party acknowledges that notice, substantially in the form of Part 2 of Schedule 4 (Forms of letter for Relevant Contracts) to this Deed within 20 Business Days of service in respect of any notice delivered pursuant to paragraph (a)(i) above provided that the English Chargor's obligation under this paragraph will cease on the expiry of the 20 Business Day period referred to in this paragraph.
- (b) The execution of this Debenture by the Chargors shall constitute notice to each Chargor which is counterparty to any Intercompany Loan Agreement with any other Chargor of this Security in respect of such Intercompany Loan Agreement, and acknowledgment of such notice by the relevant Chargor, in each case, pursuant to paragraph (a) above.
- (c) The English Chargor must in respect of any other Relevant Contract identified by the Security Agent:
 - (i) promptly after the occurrence of an Acceleration Event and following request from the Security Agent or its nominee, serve a notice of assignment, substantially in the form of Part 1 of Schedule 4 (Forms of letter for Relevant Contracts) to this Deed, on each counterparty to a Relevant Contract unless such notice has already been served on such counterparty; and
 - (ii) use its reasonable endeavours to procure that each such party acknowledges that notice, substantially in the form of Part 2 of Schedule 4 (Forms of letter for Relevant Contracts) to this Deed within 20 Business Days of service in respect of any notice delivered pursuant to paragraph (b)(i) above provided that the English Chargor's obligation under this paragraph will cease on the expiry of the 20 Business Day period referred to in this paragraph.

8. WHEN SECURITY BECOMES ENFORCEABLE

8.1 Acceleration Event

This Security will become immediately enforceable if an Acceleration Event occurs and is continuing.

8.2 Discretion

At any time during which this Security is enforceable, the Security Agent (or its nominee) may in its absolute discretion enforce all or any part of this Security in accordance with clause 13 (*Enforcement of Transaction Security*) of the Intercreditor Agreement.

8.3 Power of sale

The power of sale and other powers conferred by Section 101 of the Act, as amended by this Deed, will be immediately exercisable at any time after this Security has become enforceable.

9. ENFORCEMENT OF SECURITY

9.1 General

- (a) For the purposes of all powers implied by statute, the Secured Obligations are deemed to have become due and payable on the date of this Deed.
- (b) Section 103 of the Act (restricting the power of sale) and Section 93 of the Act (restricting the right of consolidation) do not apply to this Security.

9.2 No liability as mortgagee in possession

Neither the Security Agent nor any Receiver will be liable, by reason of entering into possession of a Security Asset, to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable.

9.3 Privileges

Each Receiver and the Security Agent is entitled to all the rights, powers, privileges and immunities conferred by the Act on mortgagees and receivers duly appointed under the Act, except that Section 103 of the Act does not apply.

9.4 Protection of third parties

No person (including a purchaser) dealing with the Security Agent or a Receiver or its or his agents will be concerned to enquire:

- (a) whether the Secured Obligations have become payable;
- (b) whether any power which the Security Agent or a Receiver is purporting to exercise has become exercisable or is being properly exercised;
- (c) whether any money remains due under the Secured Debt Documents; or
- (d) how any money paid to the Security Agent or to that Receiver is to be applied.

9.5 Redemption of prior mortgages

- (a) At any time after this Security has become enforceable, the Security Agent may:
- (i) redeem any prior Security against any Security Asset;
 - (ii) procure the transfer of that Security to itself; and/or
 - (iii) settle and pass the accounts of the prior mortgagee, chargee or beneficiary of the encumbrance; any accounts so settled and passed will be, in the absence of manifest error, conclusive and binding on each Chargor.
- (b) Each Chargor must pay to the Security Agent in accordance with Clause 13 (Expenses and Indemnity) of this Deed, the costs and expenses incurred by the Security Agent in connection with any such redemption and/or transfer, including the payment of any principal or interest.

9.6 Contingencies

If this Security is enforced at a time when no amount is due under the Secured Debt Documents but at a time when amounts may or will become due, the Security Agent (or the Receiver) may pay the proceeds of any recoveries effected by it into a suspense account.

10. RECEIVER

10.1 Appointment of Receiver

- (a) Except as provided below, the Security Agent may appoint any one or more persons to be a Receiver of all or any part of the Security Assets if:
- (i) this Security has become enforceable; or
 - (ii) a Chargor so requests the Security Agent in writing at any time.
- (b) Any appointment under paragraph (a) above may be by deed, under seal or in writing under its hand.
- (c) Except as provided below, any restriction imposed by law on the right of a mortgagee to appoint a Receiver (including under Section 109(1) of the Act) does not apply to this Deed.
- (d) The Security Agent is not entitled to appoint a Receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under Section 1A of the Insolvency Act 1986.
- (e) The Security Agent may not appoint an administrative receiver (as defined in Section 29(2) of the Insolvency Act 1986) over the Security Assets if the Security Agent is prohibited from so doing by Section 72A of the Insolvency Act 1986 and no exception to the prohibition on appointing an administrative receiver applies.

10.2 Removal

The Security Agent may by writing under its hand remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated.

10.3 Remuneration

The Security Agent may fix the remuneration of any Receiver appointed by it and any maximum rate imposed by law (including under Section 109(6) of the Act) will not apply.

10.4 Agent of each Chargor

- (a) A Receiver will be deemed to be the agent of the relevant Chargor for all purposes and accordingly will be deemed to be in the same position as a Receiver duly appointed by a mortgagee under the Act. The relevant Chargor is solely responsible for the contracts, engagements, acts, omissions, defaults and losses of a Receiver and for liabilities incurred by a Receiver.
- (b) No Secured Party will incur any liability (either to a Chargor or to any other person) by reason of the appointment of a Receiver or for any other reason.

10.5 Relationship with Security Agent

To the fullest extent allowed by law, any right, power or discretion conferred by this Deed (either expressly or impliedly) or by law on a Receiver may after this Security becomes enforceable be exercised by the Security Agent in relation to any Security Asset without first appointing a Receiver and notwithstanding the appointment of a Receiver.

11. POWERS OF RECEIVER

11.1 General

- (a) A Receiver has all of the rights, powers and discretions set out below in this Clause in addition to those conferred on it by any law; this includes:
 - (i) in the case of an administrative receiver, all the rights, powers and discretions conferred on an administrative receiver under the Insolvency Act 1986; and
 - (ii) otherwise, all the rights, powers and discretions conferred on a receiver (or a receiver and manager) under the Act and the Insolvency Act 1986.
- (b) If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him states otherwise) exercise all of the powers conferred on a Receiver under this Deed individually and to the exclusion of any other Receiver.

11.2 Possession

A Receiver may take immediate possession of, get in and collect any Security Asset.

11.3 Carry on business

A Receiver may carry on any business of the English Chargor in any manner he thinks fit.

11.4 Employees

- (a) A Receiver may appoint and discharge managers, officers, agents, accountants, servants, workmen and others for the purposes of this Deed upon such terms as to remuneration or otherwise as he thinks fit.
- (b) A Receiver may discharge any person appointed by the English Chargor.

11.5 Borrow money

A Receiver may raise and borrow money either unsecured or on the security of any Security Asset either in priority to this Security or otherwise and generally on any terms and for whatever purpose which he thinks fit.

11.6 Sale of assets

- (a) A Receiver may sell, exchange, convert into money and realise any Security Asset by public auction or private contract and generally in any manner and on any terms which he thinks fit.
- (b) The consideration for any such transaction may consist of cash, debentures or other obligations, shares, stock or other valuable consideration and any such consideration may be payable in a lump sum or by instalments spread over any period which he thinks fit.
- (c) Fixtures, other than landlord's fixtures, may be severed and sold separately from the property containing them without the consent of the English Chargor.

11.7 Leases

A Receiver may let any Security Asset for any term and at any rent (with or without a premium) which he thinks fit and may accept a surrender of any lease or tenancy of any Security Asset on any terms which he thinks fit (including the payment of money to a lessee or tenant on a surrender).

11.8 Compromise

A Receiver may settle, adjust, refer to arbitration, compromise and arrange any claim, account, dispute, question or demand with or by any person who is or claims to be a creditor of the English Chargor or relating in any way to any Security Asset.

11.9 Legal actions

A Receiver may bring, prosecute, enforce, defend and abandon any action, suit or proceedings in relation to any Security Asset which he thinks fit.

11.10 Receipts

A Receiver may give a valid receipt for any moneys and execute any assurance or thing which may be proper or desirable for realising any Security Asset.

11.11 Subsidiaries

A Receiver may form a Subsidiary of the English Chargor and transfer to that Subsidiary any Security Asset.

11.12 Delegation

A Receiver may delegate his powers in accordance with this Deed.

11.13 Lending

A Receiver may lend money or advance credit to any customer of the English Chargor.

11.14 Protection of assets

A Receiver may:

- (a) effect any repair or insurance and do any other act which the Chargor might do in the ordinary conduct of its business to protect or improve any Security Asset;
- (b) commence and/or complete any building operation; and
- (c) apply for and maintain any planning permission, building regulation approval or any other Authorisation,

in each case as he thinks fit.

11.15 Other powers

A Receiver may:

- (a) do all other acts and things which he may consider desirable or necessary for realising any Security Asset or incidental or conducive to any of the rights, powers or discretions conferred on a Receiver under or by virtue of this Deed or by law;
- (b) exercise in relation to any Security Asset all the powers, authorities and things which he would be capable of exercising if he were the absolute beneficial owner of that Security Asset; and
- (c) use the name of a Chargor for any of the above purposes.

12. APPLICATION OF PROCEEDS

- (a) Any moneys received by the Security Agent or any Receiver after this Security has become enforceable must be applied in accordance with clause 15 (*Application of Proceeds*) of the Intercreditor Agreement.
- (b) This Clause is subject to the payment of any claims having priority over this Security. This Clause does not prejudice the right of any Secured Party to recover any shortfall from any Chargor.

13. EXPENSES AND INDEMNITY

All costs and expenses in relation to this Deed shall be paid in accordance with clause 21 (*Costs and Expenses*) of the Intercreditor Agreement.

14. DELEGATION

14.1 Power of Attorney

In accordance with the terms of the Secured Debt Documents, the Security Agent or any Receiver may delegate by power of attorney or in any other manner to any person any right, power or discretion exercisable by it under this Deed.

14.2 Terms

Any such delegation may be made upon any terms (including power to sub-delegate) which the Security Agent or any Receiver may think fit.

14.3 Liability

Neither the Security Agent nor any Receiver will be in any way liable or responsible to any Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any delegate or sub-delegate provided such sub-delegation has been made with due care.

15. POWER OF ATTORNEY

Each Chargor, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any of their delegates or sub-delegates to be its attorney to take any action which that Chargor is obliged to take under this Deed, which power may be exercised following an Acceleration Event which is continuing (and the Security Agent may delegate that power or on such terms as it sees fit). Each Chargor ratifies and confirms whatever any attorney does or purports to do under its appointment under this Clause.

16. MISCELLANEOUS

16.1 Covenant to pay

Each Chargor must pay or discharge the Secured Obligations in the manner provided for in the Secured Debt Documents.

16.2 Tacking

Each Secured Party must perform its obligations under the Secured Debt Documents (including any obligation to make available further advances).

16.3 New Accounts

- (a) If any subsequent charge or other interest affects any Security Asset, a Secured Party may open a new account with any Chargor.
- (b) If such Secured Party does not open a new account, it will nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice of that charge or other interest.
- (c) As from that time all payments made to such Secured Party will be credited or be treated as having been credited to the new account and will not operate to reduce any Secured Obligation.

16.4 Time deposits

Without prejudice to any right of set-off any Secured Party may have under any other Secured Debt Document or otherwise, if any time deposit matures on any account the English Chargor has with any Secured Party within the Security Period when:

- (a) this Security has become enforceable; and
- (b) none of the Secured Obligations are due and payable,

that time deposit will automatically be renewed for any further maturity which that Secured Party considers appropriate.

17. RELEASE

Without prejudice to the circumstances in which all or part of the Security Assets may be released as contemplated by the Secured Debt Documents, at the end of the Security Period, the Secured Parties must, at the request and cost of the Chargors, take whatever action is necessary to release the Security Assets from this Security.

18. COUNTERPARTS

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

19. QFCS AND BAIL-IN

The parties agree that the provisions of clause 32 (Contractual Recognition of Bail-In) and clause 33 (Acknowledgement regarding any supported QFCs) of the Intercreditor Agreement apply to this Deed as though they were set out in full in this Deed except that references therein to the "Intercreditor Agreement", "Debt Document", "Debt Documents", "Secured Debt Documents", "Finance Documents" or similar shall be construed as references to this Deed.

20. GOVERNING LAW

This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law.

21. JURISDICTION

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a **Dispute**).
- (b) The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- (c) Notwithstanding paragraph (a) above but subject to paragraph (d) below, no Secured Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Secured Parties may take concurrent proceedings in any number of jurisdictions.
- (d) Notwithstanding the foregoing, paragraph (c) above shall not apply in relation to any proceedings commenced by the Secured Parties against the French Chargor and any such proceedings shall be commenced in the English courts pursuant to paragraphs (a) and (b) above.

THIS DEED has been entered into as a deed on the date stated at the beginning of this Deed.

SCHEDULE 1**CHARGORS**

Name of Chargor	Registered Number or equivalent	Jurisdiction of incorporation	Registered Address
Northumbrian Fine Foods Limited	04352824	England and Wales	Dukesway, Team Valley, Gateshead, Tyne and Wear, NE11 0QP
Biscuit Holding	802 184 663 RCS Paris	France	22 Avenue Victoria, 75001 Paris (France)

SCHEDULE 2

SECURITY ASSETS

PART 1

SHARES

Name of Chargor which holds the shares	Name of company issuing shares	Number and class of shares
Biscuit Holding	Northumbrian Fine Foods Limited	2,370,090 ordinary shares

PART 2
RELEVANT CONTRACTS

None as of the date of this Deed.

PART 3
ACCOUNTS

None as of the date of this Deed.

SCHEDULE 3

FORMS OF LETTER FOR ACCOUNT BANK

PART 1

NOTICE TO ACCOUNT BANK

[On the letterhead of the English Chargor]

To: [Account Bank]

Copy: BNP Paribas S.A. as Security Agent

[Date]

Dear Sir, Madam,

Security Agreement dated [] between Northumbrian Fine Foods Limited, Biscuit Holding and BNP Paribas S.A. (the Security Agreement)

This letter constitutes notice to you that under the Security Agreement we (the **Chargor**) have charged (by way of a first fixed charge) in favour of BNP Paribas S.A. (the **Security Agent**) all our rights in respect of any amount standing to the credit of the accounts maintained by us with you (Account no. [] sort code []) (the **Restricted Accounts**) and the debt represented by it and all our rights generally in relation to the Restricted Accounts.

We irrevocably instruct and authorise you to:

- (a) disclose to the Security Agent any information relating to the Restricted Accounts requested from you by the Security Agent;
- (b) following written notice from the Security Agent that the security created under the Security Agreement has become enforceable, comply with the terms of any written notice or instruction relating to the Restricted Accounts received by you from the Security Agent;
- (c) following written notice from the Security Agent that the security created under the Security Agreement has become enforceable, hold all sums standing to the credit of the Restricted Accounts to the order of the Security Agent; and
- (d) following written notice from the Security Agent that the security created under the Security Agreement has become enforceable, pay or release any sum standing to the credit of the Restricted Accounts in accordance with the written instructions of the Security Agent.

For the avoidance of doubt, you may continue to deal with the Chargor in relation to the Restricted Accounts until you receive written notice to the contrary from the Security Agent. Following notice from the Security Agent that the Security created under the Security Agreement has become enforceable, we shall not be permitted to withdraw any amount from the Restricted Accounts without the prior written consent of the Security Agent.

We acknowledge that you may comply with the instructions in this letter without any further permission from us or enquiry by you.

The instructions in this letter may not be revoked or amended without the prior written consent of the Security Agent.

This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

Please confirm your agreement to the above by sending the attached acknowledgement to the Security Agent at [ADDRESS] with a copy to us.

Yours faithfully,

.....
(Authorised Signatory)

PART 2

ACKNOWLEDGEMENT OF ACCOUNT BANK

[On the letterhead of the Account Bank]

To: BNP Paribas S.A. as Security Agent

[address]

Copy: [●]

[Date]

Dear Sir, Madam,

Security Agreement dated [] between Northumbrian Fine Foods Limited, Biscuit Holding and BNP Paribas S.A. (the Security Agreement)

We confirm receipt from [●], [●] and [●] (the **Chargor**) of a notice dated [] of a charge upon the terms of the Security Agreement over all the rights of the Chargor to any amount standing to the credit of their accounts with us (Account no. [], sort code []) (the **Restricted Accounts**) and the debt represented by it and all rights of the Chargor generally in relation to the Restricted Accounts.

We confirm that we:

- (a) accept the instructions contained in the notice and agree to comply with the notice;
- (b) have not received notice of the interest of any third party in the Restricted Accounts; and
- (c) have neither claimed nor exercised, nor will claim or exercise, any security interest, set-off, counter-claim or other right in respect of the Restricted Accounts.

This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

Yours faithfully,

.....
(Authorised signatory)

[Account Bank]

SCHEDULE 4

FORMS OF LETTER FOR RELEVANT CONTRACTS

PART 1

NOTICE TO COUNTERPARTY

To: [Contract party]

[Date]

Dear Sir, Madam,

Security Agreement dated [] between Northumbrian Fine Foods Limited, Biscuit Holding and BNP Paribas S.A. (the Security Agreement)

This letter constitutes notice to you that under the Security Agreement we have assigned by way of security to BNP Paribas S.A. (the **Security Agent**) all our rights in respect of [insert details of Contract] [and any and all future receivables, claims, rights, title or monies whether actual or contingent, whether owed jointly and severally or in any other capacity whatsoever and whether subordinated or not, owed from time to time by you to us]¹ (the **Contract**).

We confirm that:

- (a) we will remain liable under the Contract to perform all the obligations assumed by us under the Contract; and
- (b) none of the Security Agent, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of the Contract.

We will also remain entitled to exercise all our rights, powers and discretions under the Contract, and you should continue to give notices under the Contract to us, unless and until you receive notice from the Security Agent to the contrary stating that the security has become enforceable. In this event, all the rights, powers and discretions will be exercisable by, and notices must be given to, the Security Agent or as it directs.

This letter and any non-contractual obligations arising out of or in connection with it are governed by English law. Please acknowledge receipt of this letter by sending the attached acknowledgement to the Security Agent at [ADDRESS], with a copy to ourselves.

Yours faithfully,

(Authorised signatory)

[Chargor]

¹ Only include in relation to intercompany receivables notifications.

PART 2

ACKNOWLEDGEMENT OF COUNTERPARTY

To: BNP Paribas S.A. as Security Agent

[address]

Copy: [Chargor]

[Date]

Dear Sir, Madam,

We confirm receipt from [●] (the **Chargor**) of a notice dated [] of an assignment on the terms of the Security Agreement dated [] of all the Chargor's rights in respect of [insert details of the Contract] [and any and all future receivables, claims, rights, title or monies whether actual or contingent, whether owed jointly and severally or in any other capacity whatsoever and whether subordinated or not, owed from time to time by you to us]² (the **Contract**).

We confirm that we will pay all sums due, and give notices, under the Contract as directed in that notice.

This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

Yours faithfully,

.....

(Authorised signatory)

[Counterparty]

² Only include in relation to intercompany receivables notifications.

SIGNATORIES

Chargors

EXECUTED AS A DEED by)
NORTHUMBRIAN FINE FOODS LIMITED)
acting by G. J. RATTI)

Redacted pursuant
to s. 859G of the
Companies Act
2006

Redacted pursuant
to s. 859G of the
Companies Act 2006

Witness's signature: _____

Name: _____ CAROLINE MARECHAL

Address: _____
V. rue de Poligny
91230 MATHIEUX
FRANCE

EXECUTED AS A DEED by
BISCUIT HOLDING
acting by

)
)
)

Redacted pursuant
to s. 859G of the
Companies Act 2006

Name:

G. SCHIATTI

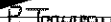
Title:

CEO

Security Agent

EXECUTED as a DEED by
BNP PARIBAS S.A.
acting by

Redacted pursuant to
s. 859G of the
Companies Act 2006



Name:

Title:

Redacted pursuant
to s. 859G of the
Companies Act
2006

Arhab

Name:

Title: