

MR01

Particulars of a charge

113333/13

Laserform

A fee is payable with this form.  
Please see 'How to pay' on the  
last page

You can use the WebFiling service to file this form online.  
Please go to [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

☒ **What this form is for**  
You may use this form to register  
a charge created or evidenced by  
an instrument

☒ **What this form is NOT for**  
You may not use this form to  
register a charge where there is no  
instrument Use form MR08

For further information, please  
refer to our guidance at  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied court order extending the time for delivery

☒ You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record **Do not send the original**

TUESDAY



LD2 03/11/2015 #55

COMPANIES HOUSE  
FOR OFFICIAL USE

**1 Company details**

Company number 04456791 ✓

Company name in full Brake Bros Finance Limited ✓

**Filing in this form**  
Please complete in typescript or in  
bold black capitals  
All fields are mandatory unless  
specified or indicated by \*

**2 Charge creation date**

Charge creation date 02/11/2015 ✓

**3 Names of persons, security agents or trustees entitled to the charge**

Please show the names of each of the persons, security agents or trustees  
entitled to the charge

Name Barclays Bank plc  
as Security Agent (as trustee for the Secured Parties)

Name

Name

Name

If there are more than four names, please supply any four of these names then  
tick the statement below

☐ I confirm that there are more than four persons, security agents or  
trustees entitled to the charge

# MR01

## Particulars of a charge

### 4 Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

Please see continuation page for further details

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

### 5 Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

### 6 Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☒ Yes Continue

☐ No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the company?

☒ Yes

### 7 Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

### 8 Trustee statement ①

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

① This statement may be filed after the registration of the charge (use form MR06)

### 9 Signature

Please sign the form here

Signature

Signature

X Clifford Chance LLP X

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

# MR01

## Particulars of a charge



### Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name Bhavin Bhatt - 70-40560580

Company name Clifford Chance LLP

Address 10 Upper Bank Street

Post town London

County/Region

Postcode E 1 4 5 J J

Country United Kingdom

DX 149120 Canary Wharf 3

Telephone 020 7006 1000



### Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



### Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following.

- ☒ The company name and number match the information held on the public Register
- ☒ You have included a certified copy of the instrument with this form
- ☒ You have entered the date on which the charge was created
- ☒ You have shown the names of persons entitled to the charge
- ☒ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☒ You have given a description in Section 4, if appropriate
- ☒ You have signed the form
- ☒ You have enclosed the correct fee
- ☒ Please do not send the original instrument, it must be a certified copy



### Important information

Please note that all information on this form will appear on the public record.



### How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House'.



### Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:

**For companies registered in England and Wales:**  
The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

**For companies registered in Scotland:**  
The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post)

**For companies registered in Northern Ireland:**  
The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG  
DX 481 N R Belfast 1



### Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

Continuation page to MR01 - particulars of charge.

Section 4 continued:

**The Real Property**, meaning

- (a) any freehold, leasehold or immovable property, and
- (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such freehold or leasehold property

and including all Related Rights

**The Intellectual Property**, meaning any patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered, the benefit of all applications and rights to use such assets and all Related Rights

**Related Rights** means in relation to any asset:

- (a) the proceeds of sale of any part of that asset,
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset,
- (c) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that asset, and
- (d) any monies and proceeds paid or payable in respect of that asset.



FILE COPY

## CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4456791

Charge code: 0445 6791 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 2nd November 2015 and created by BRAKE BROS FINANCE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd November 2015.

*DF*

Given at Companies House, Cardiff on 9th November 2015



Companies House



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

DATED 2 November 2015

CUCINA ACQUISITION (UK) LIMITED  
AND THE COMPANIES LISTED IN SCHEDULE 1

IN FAVOUR OF

BARCLAYS BANK PLC  
AS SECURITY AGENT

---

SUPPLEMENTAL DEED OF CHARGE  
EXECUTED IN CONNECTION WITH THE  
SENIOR FACILITIES AGREEMENT  
ORIGINALLY DATED 12 OCTOBER 2007

SUPPLEMENTAL TO A DEBENTURE DATED  
12 OCTOBER 2007, A SUPPLEMENTAL DEED  
OF CHARGE DATED 21 NOVEMBER 2013  
AND A SUPPLEMENTAL DEED OF CHARGE  
DATED 28 MAY 2014

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We hereby certify that, save for material redacted  
pursuant to s 859G of the Companies Act 2006, this  
is a true copy of the original

Signed Clifford Chance LLP

Date 2/11/2015

Clifford Chance LLP  
10 Upper Bank Street  
London E14 5JJ

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**THIS SUPPLEMENTAL DEED OF CHARGE** (the "**Supplemental Charge**") is made by way of deed on 2 November 2015.

**BY**

- (1) **CUCINA ACQUISITION (UK) LIMITED** registered in England and Wales with company number 6279225 ("**Cucina Acquisition**") and **THE COMPANIES** listed in Schedule 1 (*Companies*) hereto (each a "**Chargor**" and together the "**Chargors**") in favour of
- (2) **BARCLAYS BANK PLC** as security agent and trustee for the Secured Parties on the terms and conditions set out in the Intercreditor Agreement (the "**Security Agent**" which expression shall include any person for the time being appointed as security agent or as an additional security agent for the purpose of, and in accordance with, the Intercreditor Agreement)

**RECITALS:**

- (A) Certain Lenders made certain facilities available to (amongst others) Cucina Acquisition pursuant to the Facilities Agreement
- (B) By virtue of the Original Security Documents the Chargors created security over the Charged Property (as defined in each of the Original Security Documents) in respect of the Secured Obligations and the Amended Secured Obligations (as defined in the First Supplemental Charge)
- (C) Brakes Capital (in its capacity as an E Facility Lender under the Facilities Agreement) has agreed to make further financing available to the Borrowers through the advance of an E Facility Loan to be made under E Facility Tranche 3, pursuant to the E Facility Commitment Notice Tranche E3 and the terms of the Facilities Agreement (the "**New Financing**").
- (D) The Chargors wish to confirm the existing security created pursuant to the Original Security Documents and grant security over the Charged Property (as defined in each of the Original Security Documents) to secure their obligations to the Secured Parties under the Facilities Agreement and as amended in connection with the New Financing
- (E) This Supplemental Charge is supplemental to the Original Security Documents.

**IT IS AGREED** as follows:

**1 DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

In this Supplemental Charge

**"Amended Secured Obligations"** means the Secured Obligations (as defined in the Original Debenture), the Amended Secured Obligations (as defined in the First Supplemental Charge) and the Amended Secured Obligations (as defined in the Second Supplemental Charge) and including for the avoidance of doubt, such



obligations arising under the Finance Documents on and after the date of the E Facility Commitment Notice Tranche E3 and including, for the further avoidance of doubt, the E Term Loan Facility Obligations

**"Charged Property"** means the assets of the Chargors charged in favour of, or assigned (whether at law or equity) to the Security Agent pursuant to this Supplemental Charge

**"Debenture Accession Deed"** means the debenture accession deed dated 10 December 2007 from the Companies to the Security Agent.

**"E Facility Commitment Notice Tranche E3"** means the commitment notice in respect of E Facility Tranche 3, for the amount of € 130,000,000, dated 27 October 2015 and from Cucina Acquisition (as original borrower) and Brakes Capital to Barclays Bank PLC as Facility Agent and Security Agent

**"E Facility Tranche 3"** means the tranche of the E Term Loan Facility established pursuant to the E Facility Commitment Notice Tranche E3.

**"E Term Loan Facility Obligations"** means all money, obligations or liabilities due, owing or incurred to any E Facility Lender or other Secured Party in respect of the E Term Loan Facility (including, without limitation, in respect of the amounts made available pursuant to the E Facility Commitment Notice Tranche E3) at present or in the future, whether actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, and regardless of the quantum of such amount and the date at which any such amount is incurred, and regardless of the fact that the quantum of such obligations are not capable of being determined as at the date of this Agreement

**"Effective Date"** means the date on which the E Facility Commitment Date under the E Facility Commitment Notice Tranche E3 occurs

**"Facilities Agreement"** means the senior facilities agreement dated 12 October 2007 (as amended on 10 December 2007 and on 11 July 2008 and as amended and restated on 30 November 2012 and 21 November 2013 and as further amended on 24 December 2013 and on 23 June 2014) between, amongst others, Cucina Acquisition as Original Borrower and Original Guarantor and Barclays Bank PLC as Facility Agent and Security Agent (as amended from time to time)

**"First Supplemental Charge"** means the supplemental deed of charge dated 21 November 2013, supplemental to the Original Debenture, between (amongst others) Cucina Acquisition and the Security Agent

**"Original Debenture"** means the debenture dated 12 October 2007 between Cucina Acquisition and the Security Agent, as supplemented by the Debenture Accession Deed

**"Original Security"** means the Security Interests created under the Original Security Documents

**"Original Security Documents"** means the Original Debenture, the First Supplemental Charge and the Second Supplemental Charge.

**"Second Supplemental Charge"** means the supplemental deed of charge dated 28 May 2014, supplemental to the Original Debenture and the First Supplemental Charge, between (amongst others) Cucina Acquisition and the Security Agent

**1 2 Terms defined in other Finance Documents**

Unless defined in this Supplemental Charge, or the context otherwise requires, a term defined in the Original Debenture or the Facilities Agreement has the same meaning in this Supplemental Charge or any notice given under or in connection with this Supplemental Charge

**1 3 Construction**

1 3 1 The rules of construction set out in clause 1.3 (*Construction*) of the Original Debenture shall apply to the construction of this Supplemental Charge.

1 3 2 In this Supplemental Charge any reference to the "**Security Agent**", the "**Companies**", the "**Chargors**", the "**Agent**" or the "**Secured Parties**" shall be construed so as to include its or their (and any subsequent) successors and any permitted transferees in accordance with their respective interests

1 3 3 From the Effective Date the Original Security Documents shall be read and construed as one document with this Supplemental Charge

1 3 4 References in this Supplemental Charge to any Clause or Schedule shall be to a clause or schedule contained in this Supplemental Charge

**1 4 Third Party Rights**

A person who is not a party to this Supplemental Charge has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Supplemental Charge

**2 CONFIRMATIONS**

**2 1 Confirmation of Existing Security**

For the avoidance of doubt, each Chargor confirms for the benefit of the Secured Parties that with effect from the Effective Date, the Original Security shall (a) remain in full force and effect notwithstanding the provision of further financing pursuant to the E Facility Commitment Notice Tranche E3 and (b) continue to secure their Amended Secured Obligations under the Finance Documents (including, but not limited to, under the Facilities Agreement)

**2 2 Confirmation of Guarantee and Indemnity**

Each Chargor confirms for the benefit of the Secured Parties that the guarantee and indemnity given by it in its capacity as a Guarantor under Clause 19 (*Guarantee and Indemnity*) of the Senior Facilities Agreement shall remain in full force and effect notwithstanding any amendments to the Finance Documents, and the provision of additional financing under the Finance Documents, on or before the Effective Date,

and shall extend to all obligations assumed by any Obligor under the Finance Documents

### **3 SUPPLEMENTAL SECURITY**

#### **3.1 Fixed Charges**

In addition and without prejudice to the security confirmation contained in Clause 2 (*Confirmation of Existing Security*) and without prejudice but subject only to the Original Security, each Chargor charges with full title guarantee in favour of the Security Agent as security agent and trustee for the Secured Parties as continuing security for the payment and discharge of the Amended Secured Obligations, by way of fixed charge (which so far as it relates to land in England and Wales vested in that Chargor at the date of this Supplemental Charge shall be a charge by way of legal mortgage) (subject to obtaining any necessary consent to such mortgage or fixed charge from any third party)

3.1.1 the Real Property,

3.1.2 the Tangible Moveable Property,

3.1.3 the Accounts;

3.1.4 the Intellectual Property;

3.1.5 any goodwill and rights in relation to the uncalled capital of each Chargor,

3.1.6 the Investments,

3.1.7 the Shares, all dividends, interest and other monies payable in respect of the Shares and all other Related Rights (whether derived by way of redemption, bonus, preference, option, substitution, conversion or otherwise), and

3.1.8 all Monetary Claims and all Related Rights other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to this Supplemental Charge

#### **3.2 Assignments**

In addition and without prejudice to the security confirmation contained in Clause 2 (*Confirmation of Existing Security*) and without prejudice but subject only to the Original Security, each Chargor assigns and agrees to assign absolutely with full title guarantee to the Security Agent as security agent and trustee for the Secured Parties as security for the payment and discharge of the Amended Secured Obligations all of each Chargor's respective right, title and interest from time to time in and to each of the following assets (subject to obtaining any necessary consent to that assignment from any third party):

3.2.1 the proceeds of any Insurance Policy and all Related Rights;

3.2.2 all rights and claims in relation to any Assigned Account, and

3 2 3 the Specific Contracts

### 3 3 Floating Charge

3 3 1 In addition and without prejudice to the security confirmation contained in Clause 2 (*Confirmation of Existing Security*) and without prejudice but subject only to the Original Security, each Chargor with full title guarantee charges in favour of the Security Agent as security agent and trustee for the Secured Parties as continuing security for the payment and discharge of the Amended Secured Obligations by way of floating charge all present and future assets and undertaking of that Chargor.

3 3 2 The floating charge created by sub-clause 3 3 1 above shall be deferred in point of priority to all fixed Security Interests validly and effectively created by the Chargors under the Finance Documents in favour of the Security Agent as security agent and trustee for the Secured Parties

3 3 3 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to this Clause 3.3 (*Floating Charge*).

## 4 NEGATIVE PLEDGE AND DISPOSALS

### 4 1 Negative Pledge

Each Chargor undertakes that it shall not, at any time during the subsistence of this Supplemental Charge or any Mortgage, create or permit to subsist any Security over all or any part of the Charged Property other than Security permitted pursuant to the Facilities Agreement.

### 4 2 No Disposal of Interests

Each Chargor undertakes that it shall not (and shall not agree to) at any time during the subsistence of this Supplemental Charge or any Mortgage, except as permitted pursuant to the Facilities Agreement or by this Clause 4

4 2 1 execute any conveyance, transfer, lease or assignment of, or other right to use or occupy, all or any part of the Charged Property,

4 2 2 create any legal or equitable estate or other interest in, or over, or otherwise relating to, all or any part of the Charged Property,

4 2 3 (a) grant or vary, or accept any surrender, or cancellation or disposal of, any lease, tenancy, licence, consent or other right to occupy in relation to any of the Charged Property or (b) allow any person any right to use or occupy or to become entitled to assert any proprietary interest in, or right over, the Charged Property, which may, in each case, adversely affect the value of any of the Charged Property or the ability of the Security Agent to exercise any of the Collateral Rights, or

4 2 4 assign or otherwise dispose of any interest in any Account and no right, title or interest in relation to any Account maintained with the Security Agent, or the

credit balance standing to any such Account shall be capable of assignment or other disposal

**5. MISCELLANEOUS**

**5.1 Incorporation of terms**

The provisions of Clauses 1.2 (*Defined terms in any Mortgage*), 1.5 (*Duplication*), 1.6 (*Disposition of Property*), 1.7 (*Incorporation of provisions into any Mortgage*), 1.8 (*Mortgage*), 2 (*Payment of Secured Obligations*), 4 (*Crystallisation of Floating Charge*), 5 (*Perfection of Security*), 6 (*Further Assurance*), 8 (*Shares and Investments*), 9 (*Accounts*), 10 (*Insurances*), 11 (*Real Property*), 12 (*General Undertakings*), 13 (*Enforcement of Security*), 14 (*Extension and Variation of the Law of Property Act 1925*), 15 (*Appointment of Receiver or Administrator*), 16 (*Powers of Receiver*), 17 (*Application of Moneys*), 18 (*Protection of Purchasers*), 19 (*Power of Attorney*), 20 (*Effectiveness of Security*), 21 (*Release of Security*), 22 (*Set-off*), 23 (*Subsequent Security Interests*), 24 (*Assignment*), 25 (*Notices*), 26 (*Expenses, Stamp Taxes and Indemnity*), 27 (*Payments free of Deduction*), 28 (*Discretion and Delegation*), and 31 (*Jurisdiction*) (and including Schedule 1 (*Form of Debenture Deed*), Schedule 3 (*Form of Notice of Assignment*) and Schedule 4 (*Form of Legal Mortgage*)) of the Original Debenture are incorporated into this Supplemental Charge as if set out in full in this Supplemental Charge, but so that references into those clauses to

5.1.1 the "**Facility Agreement**" are references to the "Facilities Agreement" (as defined herein),

5.1.2 the "**Secured Obligations**" are references to the "Amended Secured Obligations",

5.1.3 "**Charged Property**" are references to the assets of the Chargors charged in favour of, or assigned (whether at law or equity) to the Security Agent pursuant to this Supplemental Charge (and any reference to one or more assets comprising all or part of the Charged Property (as so defined) shall be construed accordingly), and

5.1.4 "**this Debenture**" are references to this Supplemental Charge

**5.2 Original Security Document**

Except insofar as supplemented by this Supplemental Charge, the Original Security Documents shall remain in full force and effect.

**5.3 No merger**

For the avoidance of doubt, any charge or assignment (whether at law or in equity) created by the Original Security Documents shall continue in full force and effect notwithstanding this Supplemental Charge and shall not merge in any security constituted by this Supplemental Charge or be released, extinguished or affected in any way by the security constituted by this Supplemental Charge.

**5.4 Failure to execute**

Failure by one or more parties ("**Non-Signatories**") to execute this Supplemental Charge on the date hereof will not invalidate the provisions of this Supplemental Charge as between the others Parties who do execute this Supplemental Charge. Such Non-Signatories may execute this Supplemental Charge on a subsequent date and will thereupon become bound by its provisions.

**5.5 Counterparts**

This Supplemental Charge 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 Supplemental Charge.

**6 GOVERNING LAW**

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

**THIS SUPPLEMENTAL CHARGE** has been signed on behalf of the Security Agent and executed as a deed by each of the Chargors and is delivered by each Chargor on the date specified above.

**SCHEDULE 1  
THE CHARGORS**

<b>Name of Company</b>	<b>Registration Number</b>
BRAKE BROS ACQUISITION LIMITED	04456807
BRAKE BROS FINANCE LIMITED	04456791
BRAKE BROS FOODSERVICE LIMITED	00706764
BRAKE BROS HOLDING I LIMITED	04465140
BRAKE BROS HOLDING II LIMITED	04467547
BRAKE BROS HOLDING III LIMITED	04494132
BRAKE BROS LIMITED	02035315
M&J SEAFOOD HOLDINGS LIMITED	01750668
STOCKFLAG LIMITED	03437935
W PAULEY & CO LIMITED	02214989

**EXECUTION PAGES TO SUPPLEMENTAL CHARGE**

**The Chargers**

**EXECUTED as a DEED**  
**by CUCINA ACQUISITION (UK) LIMITED**  
and signed on its behalf by

KENNEDY McMEIKEN  
Name

  
Director

in the presence of:

  
Witness

Witness name:

SARAH WHIBLEY

Witness address:

ENTERPRISE HOUSE, EUREKA BUSINESS PARK, ASHFORD

Witness occupation:

SOLICITOR

Address:

Brakes Head Office, Enterprise House, Eureka Business Park, Ashford, Kent,  
TN25 4AG

Fax:

+44 (0)12 3320 6477



**EXECUTED as a DEED**  
**by BRAKE BROS ACQUISITION LIMITED**  
and signed on its behalf by

KENNEDY M. MORGAN  
Name

  
Director

in the presence of:

  
Witness

Witness name:

SARAH WHIBLEY

Witness address:

ENTERPRISE HOUSE, EUREKA BUSINESS PARK, ASHFORD

Witness occupation:

SOLICITOR

Address:

Brake's Head Office, Enterprise House, Eureka Business Park, Ashford, Kent,  
TN25 4AG

Fax:

+44 (0)12 3320 6477

**EXECUTED as a DEED**  
by **BRAKE BROS FINANCE LIMITED**  
and signed on its behalf by

KENNEDY MEMETKAN  
Name

Director

in the presence of:

Witness

Witness name:

SARAH WHIBLEY

Witness address:

ENTERPRISE HOUSE, EUREKA BUSINESS PARK, ASHFORD

Witness occupation:

SOLICITOR

Address: Brakes Head Office, Enterprise House, Eureka Business Park, Ashford, Kent,  
TN25 4AG

Fax: +44 (0)12 3320 6477

**EXECUTED as a DEED**  
by **BRAKE BROS FOODSERVICE LIMITED**  
and signed on its behalf by

KENNEDY McMAHON  
Name

Director

in the presence of:

Witness

Witness name: SARAH WHIBLEY

Witness address: ENTERPRISE HOUSE, EUREKA BUSINESS PARK, ASHFORD

Witness occupation: SOLICITOR

Address: Brakes Head Office, Enterprise House, Eureka Business Park, Ashford, Kent,  
TN25 4AG

Fax: +44 (0)12 3320 6477

**EXECUTED as a DEED**  
**by BRAKE BROS HOLDING I LIMITED**  
and signed on its behalf by

KENNEDY McMEIKAN  
Name

  
Director

in the presence of:

  
Witness

Witness name:

SARAH WHIBLEY

Witness address:

ENTERPRISE HOUSE, EUREKA BUSINESS PARK, ASHFORD

Witness occupation:

SOLICITOR

Address:

Brakes Head Office, Enterprise House, Eureka Business Park, Ashford, Kent,  
TN25 4AG

Fax:

+44 (0)12 3320 6477

**EXECUTED as a DEED**  
**by BRAKE BROS HOLDING II LIMITED**  
**and signed on its behalf by**

KENNEDY MEMKAN  
Name

Director

in the presence of:

Witness

Witness name:

SARAH WHIBLEY

Witness address:

ENTERPRISE HOUSE, EUREKA BUSINESS PARK, ASHFORD

Witness occupation:

SOLICITOR

Address: Brakes Head Office, Enterprise House, Eureka Business Park, Ashford, Kent,  
TN25 4AG

Fax: +44 (0)12 3320 6477

**EXECUTED as a DEED**  
by **BRAKE BROS HOLDING III LIMITED**  
and signed on its behalf by

KENNETH McMEIKEN  
Name

  
Director

in the presence of:

  
Witness

Witness name:

SARAH WHIBLEY

Witness address:

ENTERPRISE HOUSE, EUREKA BUSINESS PARK, ASHFORD

Witness occupation:

SOLICITOR

Address:

Brakes Head Office, Enterprise House, Eureka Business Park, Ashford, Kent,  
TN25 4AG

Fax:

+44 (0)12 3320 6477

**EXECUTED as a DEED**  
by **BRAKE BROS LIMITED**  
and signed on its behalf by

KENNEDY McMEIKAN  
Name

  
Director

in the presence of:

  
Witness

Witness name:

SARAH WHIBLEY

Witness address:

EUREKA BUSINESS PARK, ASHFORD, KENT

Witness occupation:

SOLICITOR

Address:

Brake's Head Office, Enterprise House, Eureka Business Park, Ashford, Kent,  
TN25 4AG

Fax:

+44 (0)12 3320 6477

**EXECUTED as a DEED**  
**by M&J SEAFOOD HOLDINGS LIMITED**  
and signed on its behalf by

KENNEDY MEMEIAN  
Name

[REDACTED]  
Director

in the presence of:

[REDACTED]  
Witness

Witness name:

SARAH WHIBLEY

Witness address:

ENTERPRISE HOUSE, EUREKA BUSINESS PARK, ASHFORD.

Witness occupation:

SOLICITOR

Address: Brakes Head Office, Enterprise House, Eureka Business Park, Ashford, Kent,  
TN25 4AG

Fax: +44 (0)12 3320 6477



**EXECUTED** as a **DEED**  
by **STOCKFLAG LIMITED**  
and signed on its behalf by

SARAH WHIBLEY  
Name

  
Director

in the presence of:

  
Witness

Witness name: HELENA LENEHAN

Witness address: TOWER HOUSE, 10 SOUTHAMPTON ST  
LONDON W2SE 3AA

Witness occupation: EXECUTIVE ASSISTANT

Address: Brakes Head Office, Enterprise House, Eureka Business Park, Ashford, Kent,  
TN25 4AG

Fax: +44 (0)12 3320 6477

EXECUTED as a DEED  
by W. PAULEY & CO. LIMITED  
and signed on its behalf by

SARAH WHIBLEY  
Name

  
Director

in the presence of:

  
Witness

Witness name:

HELENA LENCHAN

Witness address:

TOWER HOUSE, 10 SOUTHAMPTON ST  
LONDON WC2E 7HA

Witness occupation:

EXECUTIVE ASSISTANT

Address: Brakes Head Office, Enterprise House, Eureka Business Park, Ashford, Kent,  
TN25 4AG

Fax: +44 (0)123320 6477

The Security Agent

SIGNED for and on behalf of  
BARCLAYS BANK PLC

By:

Address. 5 The North Colonnade, Canary Wharf, London, E14 4BB

Fax. +44 (0) 20 7773 4893

Attention Simon Hickman *Emma Shama*