

MR01

Particulars of a charge

910280/ E13



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

You can use the WebFiling
Please go to www.companies.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 an instrument. Use form MR08

FRIDAY



LD6 29/11/2013 #7
COMPANIES HOUSE

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 by a 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.

1 Company details

Company number 0 4 4 6 5 1 4 0
Company name in full Brake Bros Holding I Limited

For official use
→ **Filling 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 2 1 1 1 2 0 1 3

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 each Secured Party)

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

Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page

Please use a continuation page if you need to enter more details

Description

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

Please see continuation page for further details.

5

Fixed charge or fixed security

Does the instrument include a fixed 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 chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

MR01 - continuation page

Particulars of a charge

4	Description
	Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security
Description	<p>... continued.</p> <p>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</p> <p>"Related Rights" means in relation to any asset</p> <ul style="list-style-type: none"> (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

MR01

Particulars of a charge

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

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name Aurelie Dekoninck 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 or email 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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4465140

Charge code: 0446 5140 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 21st November 2013 and created by BRAKE BROS HOLDING I LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 29th November 2013.

DX

Given at Companies House, Cardiff on 3rd December 2013



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Execution version

DATED 21 NOVEMBER 2013

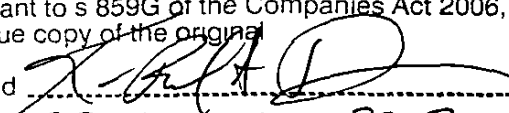
CUCINA ACQUISITION (UK) LIMITED
AND THE COMPANIES LISTED IN SCHEDULE 1

IN FAVOUR OF
BARCLAYS BANK PLC
AS SECURITY AGENT

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

SUPPLEMENTAL TO A DEBENTURE DATED
12 OCTOBER 2007

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 

Date 27 November 2013

Clifford Chance LLP
10 Upper Bank Street
London E14 5JJ

Contents

Clause	Page
1 Definitions and Interpretation	1
1 1 Definitions	1
1 2 Terms defined in other Finance Documents	2
1 3 Construction	2
1 4 Third Party Rights	3
2 Confirmation of Existing Security	3
3 Supplemental Security	3
3 1 Fixed Charges	3
3 2 Assignments	4
3 3 Floating Charge	4
4 Negative pledge and disposals	5
4 1 Negative Pledge	5
4 2 No Disposal of Interests	5
5 Miscellaneous	5
5 1 Incorporation of terms	5
5 2 Original Security Document	6
5 3 No merger	6
5.4 Failure to execute	6
5.5 Counterparts	6
6 Governing Law	6
Schedule 1 The Chargors	7

THIS SUPPLEMENTAL DEED OF CHARGE (the "**Supplemental Charge**") is made by way of deed on 21 November 2013

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 Original Facilities Agreement
- (B) By virtue of the Original Security Document the Chargors created security over the Charged Property (as defined in the Original Security Document) in respect of the Secured Obligations
- (C) The Agent and the Lenders have agreed to amend the Original Facilities Agreement as set out in the Amendment Agreement
- (D) The Chargors wish to confirm the existing security created pursuant to the Original Security Document and grant security over the Charged Property (as defined in the Original Security Document) to secure their obligations to the Secured Parties as amended by the Amendment Agreement
- (E) This Supplemental Charge is supplemental to the Original Security Document.

IT IS AGREED as follows

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Supplemental Charge

"Amended Facilities Agreement" means the Original Facilities Agreement as amended and restated by the Amendment Agreement

"Amended Secured Obligations" means the Secured Obligations as defined in the Original Security Document and including, for the avoidance of doubt, such obligations arising under the Finance Documents on and after the Effective Date of the Amendment Agreement and including, for the further avoidance of doubt, the E Term Loan Facility Obligations

"Amendment Agreement" means the amendment and restatement agreement dated 16 November 2013 between, amongst others, Cucina Acquisition as Obligor's Agent, Cucina Finance (UK) Limited as Chargor, Cucina Acquisition, Brake Bros Holding I Limited, Brake Bros Holding II Limited, Brake Bros Holding III Limited, Brake Bros Finance Limited, Brake Bros Acquisition Limited, Brake Bros Limited, W Pauley & Co Limited, Brake Bros Foodservice Limited, Stockflag Limited and M&J Seafood Limited as Obligors and Barclays Bank PLC as Facility Agent and Security Agent

"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 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 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

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

"Original 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) 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 before the Effective Date of the Amendment Agreement)

"Original Security" means the Security Interests created under the Original Security Document

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 Security Document, the Amendment Agreement or the Amended 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 Security Document 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 Document 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 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 amendments referred to in clause 3 1 (*Amendment and Restatement of the Original Facility Agreement*) of the Amendment Agreement and (b) continue to secure their Amended Secured Obligations under the Finance Documents (including, but not limited to, under the Amended Facilities Agreement)

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 Amended 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 Amended 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 Monies*), 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 Security Document 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 "Amended Facilities Agreement";

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 Document 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 Document 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**

Name of Company	Registration Number
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 LIMITED	01750668
STOCKFLAG LIMITED	03437935
W PAULEY & CO LIMITED	02214989

EXECUTION PAGES TO SUPPLEMENTAL CHARGE

The Chargors

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

[Redacted Signature]

Director

in the presence of:

[Redacted Signature]

Witness

Witness name:

MARIA NEEVE

Witness address:

[Redacted Address]

Witness occupation:

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

Adrian Whitehead

[Redacted Signature]

Director

in the presence of

[Redacted Signature]

Witness

Witness name:

MARIA NEEVE

Witness address:

[Redacted Address]

Witness occupation:

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 FINANCE LIMITED

and signed on its behalf by

Adrian Whitehead

Director

in the presence of:

Witness

Witness name:

MARIA NEEVE

Witness address:

Witness occupation:

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

Adrian Whitehead



Director

in the presence of.



Witness

Witness name.

MARIA NEEVE

Witness address:



Witness occupation

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

Adrian Whitehead

Director

in the presence of.

Witness

Witness name:

MARIA NEEVE

Witness address:

Witness occupation:

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

Stephen Whitehead

Director

in the presence of

Witness

Witness name:

MARIA NEEVE

Witness address:

Witness occupation:

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

Christian Whitehead

[Redacted Signature]

Director

in the presence of:

[Redacted Signature]

Witness

Witness name:

MARIA NEEVE

Witness address:

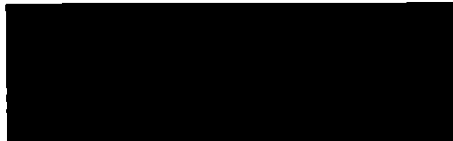
[Redacted Address]

Witness occupation:

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
Adrian Whitehead



Director

in the presence of

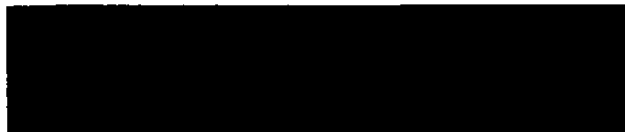


Witness

Witness name

MARIA NEEVE

Witness address



Witness occupation

Address Brakes 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 LIMITED
and signed on its behalf by

Philip Wickard

Director

in the presence of

Witness

Witness name:

John Kureneas

Witness address:

Witness occupation:

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
Adrian Whitehead



Director

in the presence of.



Witness

Witness name:

MARIA NEEVE

Witness address:



Witness occupation:

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

John Whitehead

[Redacted Signature]

Director

in the presence of.

[Redacted Signature]

Witness

Witness name.

MARIA NEEVE

Witness address.

[Redacted Address]

Witness occupation:

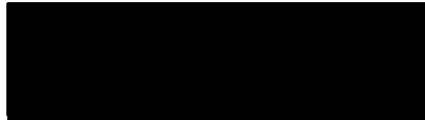
Address: Brakes Head Office, Enterprise House, Eureka Business Park, Ashford, Kent,
TN25 4AG

Fax. +44 (0)12 3320 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

Clifford Chance LLP
Aurelie DeKoninck
room. 26e7 ext 3818