

MR01

Particulars of a charge



Companies House



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www.gov.uk/companieshouse

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

- ☒ **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 the charge is
instrument. Use form MR01.

For further information, please see



A12 *A7BDDQ88* #34
COMPANIES HOUSE
JNI *J7B34BNM* #113
COMPANIES HOUSE

This form must be delivered to the Registrar for registration
21 days beginning with the day after the date of creation of the charge.
If the form is 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.
It must be scanned and placed on the public record. Do not send the original.

1 Company details

Company number 0 5 8 4 1 7 4 2
Company name in full Keelings Fresh International Limited

3 For official use
→ 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 d 1 d 6 m 0 m 7 y 2 y 0 y 1 y 8

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 The Governor and Company of the Bank of Ireland

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.

RECEPTION DESK

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

For details please refer to the instrument.

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

Holly Peters, Solicitor, Arthur Cox

Arthur Cox

for and on behalf of

The Governor and Company of the Bank of Ireland

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 **Erin Carruthers**

Company name **Arthur Cox**

Address **Victoria House**

Gloucester Street

Post town **Belfast**

County/Region

Postcode **B T 1 4 L S**

Country **Northern Ireland**

DX

Telephone



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 £23 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.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5841742

Charge code: 0584 1742 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 16th July 2018 and created by KEELINGS FRESH INTERNATIONAL LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 31st July 2018.

Given at Companies House, Cardiff on 8th August 2018

DATED 16 July 2018

THE COMPANIES LISTED IN SCHEDULE 1

THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND

ENGLISH LAW DEBENTURE

ARTHUR COX

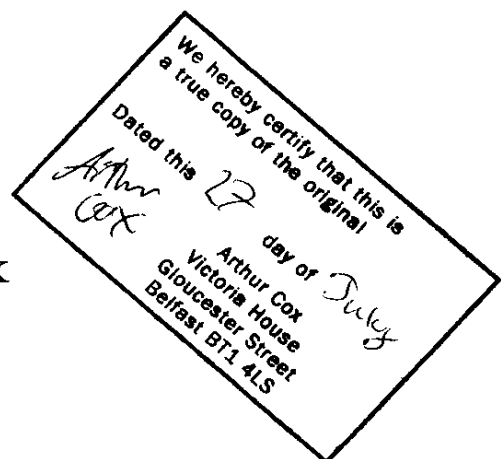


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THIS DEED is made on

BETWEEN:

- (1) **THE COMPANIES LISTED IN Schedule 1** (each an “**Original Chargor**” and, together, the “**Original Chargors**”); and
- (2) **THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND** having its registered office at 40 Mespil Road, Dublin 4 (the “**Chargee**”).

RECITALS:

- (A) The Chargors are, or may from time to time become, indebted to the Chargee (solely or jointly, and in any capacity).
- (B) It is a condition to the availability or continuing availability of financial accommodation to the Chargors (solely or jointly, and in any capacity), or to any person in respect of whom a Chargor (solely or jointly) acts as surety, that the Chargors enter into this Deed and grant the Security to the Chargee.
- (C) Each Chargor’s board of directors is satisfied that it is in that Chargor’s best interests, and to its commercial benefit, to enter into this Deed and grant the Security to the Chargee.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed, defined terms have the meanings given to them in the Facilities Agreement unless otherwise expressly defined herein and, unless the context requires otherwise, the following terms have the following meanings:

- (a) “**Act**” means the Law of Property Act 1925.
- (b) “**Accession Deed**” means a deed in respect of this Deed, substantially in the form of that set out in Schedule 55.
- (c) “**Additional Chargor**” means a company which executes an Accession Deed to this Deed.
- (d) “**Charged Property**” means each Chargor’s undertaking, property and assets, both present and future, secured in favour of the Chargee by this Deed and any reference to “**Charged Property**” includes a reference to any part thereof.
- (e) “**Chargor**” means any Original Chargor or any Additional Chargor and any reference to “**Chargors**” is a reference to any or all of them.
- (f) “**Company**” means William P. Keeling & Sons Unlimited Company (registered number 19581).
- (g) “**Contract**” means, in respect of each Original Chargor, each contract to which it is a party listed in Part 5 of Schedule 2 and, in respect of each Additional Chargor, each contract to which it is a party listed in the equivalent schedule to the Accession Deed entered into by it, together with every other agreement from time to time designated by that Chargor (or by the Company on its behalf) and the Chargee as a “**Contract**” for the purposes of this Deed.
- (h) “**Counterparty**” means each counterparty to a Contract other than the relevant Chargor.
- (i) “**Debt Purchase Agreement**” means:

- (i) the debt purchase agreement dated on or about the date hereof between Keelings Fresh International Limited and the Chargee (as amended, supplemented or substituted from time to time); and
 - (ii) the debt purchase agreement dated on or about the date hereof between Keelings International Limited and the Chargee (as amended, supplemented or substituted from time to time).
- (j) **“Deed”** means this debenture.
- (k) **“Enforcement Date”** means a date on which:
 - (i) an Event of Default has occurred and is continuing and:
 - (A) payment, performance or discharge of the Secured Liabilities is called for; or
 - (B) the Secured Liabilities are declared immediately due and payable; or
 - (C) full or partial cash collateral has been called for in respect of the Secured Liabilities; or
 - (ii) a Chargor requests that the Chargee either appoint a Receiver or take possession of the Charged Property as mortgagee in possession.
- (l) **“Event of Default”** means any:
 - (i) Event of Default (as defined in the Facilities Agreement); or
 - (ii) event, however described, in any other agreement from time to time upon the occurrence of which the Chargee becomes entitled to call for:
 - (A) payment, performance or discharge of the Secured Liabilities; or
 - (B) the provision of full or partial cash collateral in respect of the Secured Liabilities.
- (m) **“Facilities Agreement”** means the facilities agreement dated on or about the date hereof between (i) William P. Keeling & Sons Unlimited Company, (ii) the Original Borrowers (as set out therein), (iii) the Original Guarantors (as set out therein) and (iv) the Chargee (as Lender).
- (n) **“Floating Charge”** means, in respect of each Original Chargor, the floating charge created by Clause 3.4(a) and, in respect of any Additional Chargor, any floating charge created by the Accession Deed entered into by it.
- (o) **“Floating Charge Property”** means, in respect of each Original Chargor, the property specified in Clause 3.4(a) and, in respect of any Additional Chargor, any property specified in the equivalent clause of the Accession Deed entered into by it.
- (p) **“Insurance Policies”** means all contracts and policies of insurance and reinsurance of any kind taken out or to be taken out and maintained by or on behalf of a Chargor or in which a Chargor has an interest including, in respect of each Original Chargor, any contracts and policies of insurance listed in Part 6 of Schedule 2 and, in respect of any Additional Chargor, any contracts and policies of insurance listed in the equivalent schedule to the Accession Deed entered into by it.

- (q) **“Insurance Proceeds”** has the meaning given to the term in the Facilities Agreement.
- (r) **“Insurer”** means an insurance company under an Insurance Policy.
- (s) **“Intellectual Property”** has the meaning given to that term in the Facilities Agreement and includes, in the case of each Original Chargor, the intellectual property listed in Part 7 of Schedule 2 and, in the case of any Additional Chargor, any intellectual property listed in the equivalent schedule to the Accession Deed entered into by it.
- (t) **“Intellectual Property Rights”** means, in respect of any Intellectual Property, all rights to apply for registration or ownership and all other rights to make applications in respect of Intellectual Property, any rights or claims ancillary to Intellectual Property, all authorisations in respect of Intellectual Property, all rights to use, exploit or licence Intellectual Property, all current and future rights and claims against third parties in respect of Intellectual Property including all claims in respect of infringements and unjust enrichment, together with all damages, compensation, remuneration, profit or income arising in respect thereof or to which any Chargor may be entitled in respect thereof.
- (u) **“Leases”** means all leases, licences, contracts or agreements to lease, licence or let or any contract of occupation entered into in relation to the Mortgaged Property including, in the case of each Original Chargor, those listed in Part 2 of Schedule 2 together with any guarantees provided in connection therewith and, in respect of each Additional Chargor, those listed in the equivalent schedule to the Accession Deed entered into by it together with any guarantees provided in connection therewith.
- (v) **“Lessees”** means any tenants, lessees, sub-lessees, licensees or other persons from time to time having a right of occupation under a Lease.
- (w) **“Licence”** means any licence, permit or authority now or hereafter held in relation to the Mortgaged Property including, in respect of each Original Chargor, those licences listed in Part 3 of Schedule 2 and, in respect of any Additional Chargor, those licences listed in the equivalent schedule to the Accession Deed entered into by it.
- (x) **“Mortgaged Property”** means all freehold, leasehold, commonhold and other immoveable property in which any Chargor holds or acquires a legal and/or beneficial interest including, in respect of each Original Chargor, any freehold, leasehold, commonhold or other immoveable property listed in Part 1 of Schedule 2, and in respect of each Additional Chargor, any freehold, leasehold, commonhold or other immoveable property listed in the equivalent schedule to the Accession Deed entered into by it, together with (in each case) all rights and appurtenances belonging or appertaining thereto, all buildings, erections, fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery from time to time thereon and the benefit of any covenant for title given or entered into by any predecessor in title of any Chargor in respect of the Mortgaged Property and any monies paid or payable in respect thereof and any reference to **“Mortgaged Property”** includes a reference to any part thereof.
- (y) **“Non-Vesting Debt”** means any debt together with its Related Rights purchased, or purported to be purchased, by the Chargee pursuant to a Debt Purchase Agreement, which fails to vest absolutely and effectively in the Chargee for any reason whatsoever.

- (z) **“Parties”** means the parties to this Deed and any reference to **“Party”** means any one of them.
- (aa) **“Planning Acts”** means all laws (whether criminal, civil or administrative) including common law, statute, statutory instruments, directives, regulations, bye-laws, orders, codes, judgments and other legal measures having the force of law concerning planning matters including, without limitation, in England, the Town and Country Planning Act 1990 and any extant act, order or regulation made or confirmed under any of them.
- (bb) **“Plant and Machinery”** means all plant, machinery, computers, office equipment and vehicles of a Chargor including, in the case of each Original Chargor, the plant and machinery listed in Part 4 of Schedule 2 and, in the case of any Additional Chargor, the plant and machinery listed in the equivalent schedule to the Accession Deed entered into by it.
- (cc) **“Principal Companies”** means, in the case of each Original Chargor, each company in which shares are held and which are listed in Part 8 of Schedule 2 and, in the case of any Additional Chargor, each company listed in the equivalent schedule to the Accession Deed entered into by it.
- (dd) **“Receivables”** means all amounts payable to (or for the benefit or account of) any Chargor arising from the property set out in Clause 3.1(a) and Clause 3.2(a) to 3.2(c) and 3.2(f) and 3.2(g) below and the property set out in the equivalent provisions of any Accession Deed including:
 - (i) rents (including turnover rent), licence fees and equivalent sums received or made payable, any premium received or receivable for a Lease and any other monies received or receivable in respect of use and/or occupation of property;
 - (ii) sums received on any deposit held as security for the performance of any Lessee’s or licensee’s obligations, and any contributions to a sinking fund, save to the extent that any Chargor is obliged to hold any such deposit or contribution on trust for a Lessee or licensee;
 - (iii) receipts from, or the value of consideration received for, the surrender or variation of any letting;
 - (iv) proceeds received or receivable by way of reimbursement of expenses incurred in the management, maintenance and repair of, and the payment of insurance premiums for, the Mortgaged Property, save to the extent that any Chargor is obliged to hold such proceeds on trust for any Lessee;
 - (v) proceeds received or receivable for a breach of covenant under any Lease and for expenses incurred in relation to any such breach;
 - (vi) payments from a guarantor in respect of any of the items listed in this definition;
 - (vii) interest, damages or compensation in respect of any of the items listed in this definition; and
 - (viii) all other debts, revenues and other sums receivable by it in respect of the property set out in Clause 3.1(a) and Clause 3.2(a) to 3.2(c) and 3.2(f) and 3.2(g) below and the property set out in the equivalent provisions of any Accession Deed,

in each case excluding any VAT and Service Charge Income on any such amount.

(ee) **“Related Investment Rights”** means, in relation to any Shares, all present and future:

- (i) dividends, distributions and other income paid or payable on the Shares or any asset referred to in paragraph (iii) below or deriving therefrom or incidental thereto;
- (ii) allotments, accretions and offers deriving from or incidental to the Shares;
- (iii) rights, monies or property, of whatever nature, accruing or offered at any time in relation to the Shares whether by way of redemption, substitution, purchase, sale, exchange, conversion, bonus or preference, under option rights or otherwise;
- (iv) rights relating to any Shares which are deposited with, or registered in the name of, any depositary, custodian, nominee, clearing house or system, investment manager, chargee or other similar person or their nominee, in each case whether or not on a fungible basis (including rights against any such person); and
- (v) other rights attaching or relating to any Shares and all cash or other securities or investments in the future deriving from the Shares or such rights or incidental thereto.

(ff) **“Related Rights”** means:

- (i) any covenant, agreement or undertaking related to the construction and maintenance of roads, pavements and utilities for services abutting and serving the Mortgaged Property or charges, levies or such like in respect of the same or the taking in charge thereof by the local authority and any indemnity in respect of the matters aforesaid;
- (ii) any deeds of easement or rights of way relating to or used with the Mortgaged Property;
- (iii) any right, benefit or agreement made between any Chargor and the local authority pursuant to which it has been or may be granted rights of access or rights of way in relation to the Mortgaged Property or otherwise;
- (iv) any covenant, agreement, guarantee or indemnity in respect of the construction and maintenance of the buildings now erected or in the course of erection or hereafter to be erected on the Mortgaged Property the benefit of which is vested in any Chargor;
- (v) all of each Chargor’s rights to be paid or receive compensation under any statute by reason of any compulsory acquisition or other exercise of compulsory powers in relation to the Mortgaged Property or in respect of the non-renewal of any Licence or any refusal, grant subject to conditions, withdrawal or modification of planning permission or approval relating thereto or any control or limitation imposed upon or affecting the use of the Mortgaged Property and so that the production of this Deed to the person liable to pay such compensation shall be sufficient authority to that person to pay such monies to the Chargee;

- (vi) all of each Chargor's claims, rights, remedies, powers of recovery and powers of enforcement in respect of the Charged Property and the benefit of any other warranties, guarantees, indemnities, agreements or undertakings in respect of the Charged Property; and
- (vii) any other monies and proceeds (including proceeds of sale) paid or payable in respect of the Charged Property.
- (gg) **"Secured Liabilities"** means, in respect of any Chargor, all obligations and liabilities, present and future, of that Chargor to the Chargee under the Finance Documents or otherwise (whether jointly or severally, actual or contingent, as principal or surety or in some other capacity, and whether originally incurred by that Chargor or not) and any reference to the **"Secured Liabilities"** shall include a reference to any part of them.
- (hh) **"Security"** means the security from time to time constituted, or intended to be constituted, by this Deed and by any Accession Deed.
- (ii) **"Security Interest"** means any mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.
- (jj) **"Security Period"** means the period from the date of this Deed until the later of:
 - (i) the date on which all of the Secured Liabilities have been unconditionally and irrevocably paid, performed and discharged in full; and
 - (ii) the date on which all of the Security has been irrevocably and unconditionally released and discharged by the Chargee.
- (kk) **"Service Charge Income"** means all monies receivable by any Chargor pursuant to the Leases to fund the cost of the maintenance and insurance obligations assumed by it pursuant to the Leases.
- (ll) **"Shares"** means:
 - (i) all shares now or in the future held by or on behalf of any Chargor in the Principal Companies listed in Part 8 of Schedule 2 or listed in the equivalent schedule to any Accession Deed;
 - (ii) all other shares now or in the future held by or on behalf of any Chargor or in respect of which any Chargor may now or in the future have an interest; and
 - (iii) any stocks, debentures, bonds, warrants, coupons, other securities and investments now or in the future held by or on behalf of any Chargor or in respect of which any Chargor may now or in the future have an interest.

1.2 Interpretation

- (a) Any reference in this Deed to:
 - (i) a **"Chargor"**, the **"Chargee"**, the **"Company"** or other person includes a reference to its successors in title, in respect of a Chargor its permitted assigns and its permitted transferees and in respect of the Chargee its assigns and its transferees and any person to whom its

rights and/or obligations have been transferred under any applicable law;

- (ii) “**deal with**” includes any amendment, grant, grant of an option in respect of, development, waiver, termination, change, removal, withdrawal, redemption, conversion, frustration, rescission, renunciation, surrender, encashment, realisation or alteration (or permitting any of the foregoing to take place);
 - (iii) “**dispose**” includes part with possession of, grant any interest (by way of security or otherwise) in, declare any trust over, sell, lease, licence, discount, factor, loan, assign (by way of security or otherwise), convey, agree to convey, transfer, release, exchange and set-off and “**disposal**” shall be construed accordingly;
 - (iv) “**insolvency**” includes insolvency, winding-up, dissolution, the granting of court protection, administration, liquidation, bankruptcy, any composition or arrangement, and any analogous or similar event under the laws of any jurisdiction; and
 - (v) “**month**” is a reference to a calendar month.
- (b) The provisions of Clause 1.2 of the Facilities Agreement dealing with the interpretation of the terms “**agreement**”, “**amended**”, “**amendment**”, “**assets**”, “**filed**”, “**filing**”, “**included**”, “**includes**”, “**including**”, “**loss**”, “**losses**”, “**person**”, “**regulation**”, or the interpretation of a provision of law or regulation, shall apply to this Deed as if expressly set out herein.
 - (c) Words in the singular shall include the plural and vice versa.
 - (d) Clause, Schedule and Part headings are for ease of reference only.
 - (e) An Event of Default is “*continuing*” if it has not been waived in writing.
 - (f) This Deed is intended to take effect as a deed, notwithstanding that the Chargee may execute it only under hand or not at all.
 - (g) Each Accession Deed forms part of this Deed and any reference to this Deed includes a reference to any Accession Deed entered into in connection with this Deed.
 - (h) Any reference to a statute (whether specifically named or not) or to any sections or sub-sections of a statute includes any amendments or re-enactments of that statute for the time being in force and all statutory instruments, orders, notices, regulations, directions, bye-laws, certificates, permissions and plans for the time being made, issued or given under or deriving validity from such statute and unless otherwise stated any reference to a statute shall be a reference to a statute or order of the United Kingdom.
 - (i) A person who is not Party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any of the terms of this Deed.

2. COVENANT TO PAY

2.1 Each Chargor will, on demand:

- (a) *pay to the Chargee, perform or discharge the Secured Liabilities when they become due for payment, performance or discharge; and*

- (b) pay to the Chargee every sum now or hereafter due, owing or incurred by that Chargor in respect of the Secured Liabilities.
- 2.2 If the Chargee makes a demand under this Deed, that shall not preclude the Chargee from making one or more further demands and shall not invalidate any previous demands.
- 2.3 **Relationship between the Chargors**
 - (a) The Chargors shall be jointly and severally liable in the same manner and with the same effect as if each of them had signed separate deeds in the form of this Deed. This Deed shall not be revoked or otherwise prejudiced or impaired as to any one or more Chargors by the incapacity or insolvency of any other Chargor.
 - (b) Each person who executes this Deed and any Accession Deed as an Original Chargor or as an Additional Chargor or on whose behalf this Deed or an Accession Deed is executed agrees to be bound hereby notwithstanding that:
 - (i) any other person intended to execute or be bound by this Deed or by an Accession Deed may not execute this Deed or that Accession Deed or may not be effectively bound hereby or thereby; and
 - (ii) this Deed or the relevant Accession Deed may be determined or be or become invalid or unenforceable against any other person, whether or not the deficiency is known to the Chargee.
 - (c) No release, discharge, composition or other arrangement between the Chargee and any Chargor shall release, discharge, prejudice, impair or otherwise affect the Chargee's rights and remedies under this Deed against any other Chargor.

3. **CREATION OF SECURITY**

3.1 **Charges**

As continuing security for the payment, performance and discharge of the Secured Liabilities, each Chargor hereby charges, with full title guarantee, by way of first fixed charge in favour of the Chargee:

- (a) as registered proprietor or as the person entitled to be registered as proprietor as the case may be, all of its rights, title, benefit and interest, present and future, in, to and in respect of:
 - (i) the Mortgaged Property and any estate or interest which it may in the future acquire in respect of the Mortgaged Property; and
 - (ii) any shares in any management company or similar entity in connection with the Mortgaged Property;
- (b) all of its rights, title, benefit and interest, present and future, in, to and in respect of:
 - (i) the Shares and Related Investment Rights;
 - (ii) the Intellectual Property and Intellectual Property Rights;
 - (iii) its goodwill, uncalled capital and called but unpaid capital;

(iv) (to the fullest extent permitted by law, regulation or appropriate authority) the benefit of any Authorisation relating to the Charged Property; and

(v) its Non-Vesting Debts,

provided that the Chargee shall have no liability in respect of any calls or otherwise in respect of the Shares and Related Investment Rights.

3.2 Assignments

As continuing security for the payment, performance and discharge of the Secured Liabilities, each Chargor, with full title guarantee, hereby assigns and agrees to assign absolutely (subject to the proviso for redemption at Clause 24 below) to the Chargee all of its rights (but not obligations), title, benefit and interest in, to and in respect of:

- (a) the Related Rights;
- (b) the Licences;
- (c) the Leases;
- (d) the Receivables;
- (e) the Insurance Policies and Insurance Proceeds;
- (f) the Plant and Machinery; and
- (g) the Contracts.

If the Charged Property over which a Chargor purports to create an assignment pursuant to this Clause 3.2 is not effectively assigned, that Chargor instead charges, with full title guarantee, by way of first fixed charge in favour of the Chargee all of its rights, title, benefit and interest (present and future) in, to and in respect of such Charged Property.

3.3 Other

- (a) As continuing security for the payment, performance and discharge of the Secured Liabilities, each Chargor, with full title guarantee, hereby grants a lien to the Chargee over all present and future documents of title relating to the Charged Property.
- (b) To the extent that the Intellectual Property and/or the Intellectual Property Rights cannot be charged pursuant to Clause 3.1(b)(ii), each Chargor, with full title guarantee, hereby licenses that Intellectual Property and/or those Intellectual Property Rights to the Chargee, and agrees to hold the Intellectual Property Rights on trust for the Chargee, in each case for the duration of the Security Period.

3.4 Floating Charge

- (a) *Grant of Floating Charge*
 - (i) As continuing security for the payment, performance and discharge of the Secured Liabilities, each Chargor hereby, with full title guarantee, charges by way of first floating charge in favour of the Chargee its undertaking, property and assets (including all of its present and future book and other debts and all other monies due and owing to it or which may become due and owing to it) both present and future, wherever

located, which are not the subject of, or otherwise effectively charged or assigned by way of, a fixed charge or an assignment under this Deed.

- (ii) Each Chargor, with full title guarantee, charges, subject to a proviso for re-assignment on redemption, by way of a floating chattel mortgage, all stock, plant, machinery, equipment, goods and chattels now or hereafter belonging to that Chargor and which are used in or for the production, manufacture, processing, preparation for sale or marketing of any agricultural or fishery produce in connection with the Mortgaged Property together with all and any machines, equipment, goods, components, parts or other items whatsoever from time to time installed therein or used in replacement or by way of substitution for all or any part thereof, together with the full benefit of the insurances on the same with the payment, performance and discharge of the Secured Liabilities.

(b) *Automatic Crystallisation of Floating Charge*

Without prejudice to any rule of law which has a similar effect, the Floating Charge created by a Chargor shall, with immediate effect and without any requirement for notice to be served, be automatically converted into a fixed charge in respect of all Floating Charge Property of that Chargor (other than book debts to the extent that they form part of the Floating Charge Property) on the occurrence of any of the following:

- (i) the relevant Chargor ceases to carry on business;
- (ii) a petition is presented for the winding-up of the relevant Chargor;
- (iii) a meeting is convened to pass a resolution for the voluntary winding-up of the relevant Chargor;
- (iv) a petition is presented to appoint an administrator to the relevant Chargor;
- (v) any event analogous to (ii), (iii) or (iv) above occurs in respect of a Chargor;
- (vi) a Receiver is appointed to any of the relevant Chargor's assets;
- (vii) a Security Interest is created, or an attempt is made to create a Security Interest, over all or any part of the Floating Charge Property of that Chargor without the Chargee's prior written consent;
- (viii) any attachment, sequestration, distress, execution or other process is levied against all or any part of the Floating Charge Property of that Chargor;
- (ix) application is made by the relevant Chargor under Section 1003 of the Companies Act 2006 (*Striking off on application by company*); or
- (x) any event analogous to any of (i) to (ix) above occurs in relation to the relevant Chargor in another jurisdiction.

(c) *Crystallisation of Floating Charge by Notice*

The Chargee may, by written notice to a Chargor, convert the Floating Charge created by that Chargor into a fixed charge with immediate effect in respect of

so much of the Floating Charge Property specified in that written notice on or after:

- (i) the occurrence of an Event of Default which is continuing; or
- (ii) it appearing to the Chargee that all or any part of the Security or the Floating Charge Property of that Chargor is in jeopardy or that the priority of its Security could be affected.

(d) *Effect of Crystallisation*

With effect from crystallisation of the Floating Charge under (b) or (c) above:

- (i) in the case of (b) above, the Chargee shall have exclusive control over all Floating Charge Property of the relevant Chargor (other than book debts to the extent that they form part of that Floating Charge Property);
- (ii) in the case of (c) above, the Chargee shall have exclusive control over so much of the Floating Charge Property of the relevant Chargor as is specified in the notice;
- (iii) the relevant Chargor may not deal with all or any part of the property at (i) or (ii) above (as appropriate) without the prior written consent of the Chargee; and
- (iv) where the property at (ii) above comprises book debts of the relevant Chargor, the proceeds of such book debts shall be paid into such account as the Chargee shall designate which shall be subject to fixed security under this Deed and the relevant Chargor shall not be permitted to make withdrawals or payments from that account without the Chargee's prior written consent.

- (e) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charges created pursuant to this Deed.

4. **MORTGAGED PROPERTY: ASSENT AND ADDRESS**

4.1 Each Chargor assents to the registration against the charges register of any registered land in respect of which it is, or is entitled to be registered proprietor, which now or in the future forms part of the Mortgaged Property, of the Security, the crystallisation of the Floating Charge over that land and the power of the Receiver to charge the Mortgaged Property.

4.2 The Chargee's address in the United Kingdom for the service of notices is:

Address: c/o Arthur Cox, FAO: Kevin Lynch, 12 Gough Square, London EC4A 3DW

Description: Credit Institution

5. **REPRESENTATIONS AND WARRANTIES**

5.1 Each Chargor represents and warrants to the Chargee that:

- (a) it will not be entitled to claim immunity from suit, execution, attachment or other legal process in connection with this Deed;
- (b) this Deed creates the security which it purports to create and is not liable to be avoided or otherwise set aside in an insolvency of that Chargor;

- (c) in the case of an Original Chargor, the details of the Charged Property listed in Schedule 2 to this Deed are true and complete and, in the case of an Additional Chargor, the details of the Charged Property listed in the equivalent schedule to the Accession Deed to which it is a party are true and complete;
- (d) where the Security is being provided to support its obligations under a guarantee, an indemnity or a similar arrangement, it has not taken or received the benefit of any Security Interest from another person in respect of its obligations under this Deed;
- (e) it has not agreed to dispose of the Charged Property, save as permitted under the Facilities Agreement;
- (f) it has not received notice of any adverse claims (including warning notices, enforcement notices or notices under Environmental Law) in respect of the Charged Property;
- (g) there are no:
 - (i) covenants, agreements, stipulations, conditions, rights or other matters whatsoever affecting the Charged Property; or
 - (ii) breaches of law, regulation or covenant outstanding,
 which conflict with the present use of the Charged Property or which could adversely affect its value or saleability;
- (h) no part of the Charged Property is subject to any prohibition or restriction on the creation of a Security Interest;
- (i) in respect of all Contracts, Insurance Policies, Leases, Licences and Terms:
 - (i) it is performing all of its obligations thereunder;
 - (ii) each is in full force and effect;
 - (iii) there are no oral or written proposals or arrangements in place whereby any of them may be amended; and
 - (iv) to the best of its knowledge and belief (having made due and careful enquiry) none of them are void, voidable or unenforceable;
- (j) regarding the Mortgaged Property:
 - (i) it is in compliance with all covenants affecting the Mortgaged Property;
 - (ii) it is not subject to any burdens;
 - (iii) all facilities necessary for its use and enjoyment are enjoyed by the Mortgaged Property and are not subject to terms entitling any person to restrict or terminate such use;
 - (iv) no “**development**” within the meaning of the Planning Acts has taken place on the Mortgaged Property without all requisite permissions having been obtained; and
 - (v) no warning notice or enforcement notice has been made in respect of the Mortgaged Property and no situation exists in respect of which a warning notice or enforcement notice may be made;

- (k) regarding the Insurance Policies :
 - (i) each such policy is in full force; and
 - (ii) it is the named beneficiary of each such policy; and
- (l) it has not taken (or omitted to take) any action, or permitted anything to be done, which could (in the Chargee's opinion) jeopardise the existence or value of the Charged Property or the Security, or the priority of the Security.

5.2 The representations and warranties contained in Clause 5.1 are made by each Chargor on the date of this Deed and shall be deemed to be made on the date of each Utilisation Request, on each Utilisation Date and on the first date of each Interest Period (by reference to the facts and circumstances existing at each date that they are deemed to be made).

6. **NEGATIVE PLEDGES**

6.1 Each Chargor covenants for the benefit of the Chargee that, for the duration of the Security Period, it will not:

- (a) dispose of or otherwise deal with the Charged Property (including by way of any amendment to the terms on which the Charged Property is held or any amendment to the contractual rights of others in respect of the Charged Property) without the Chargee's prior written consent;
- (b) do or omit to do anything, or cause or permit anything to be done or omitted to be done, which could (in the opinion of the Chargee) depreciate or otherwise prejudice the value or priority of the Security, or otherwise jeopardise the Charged Property (whether by way of the Charged Property becoming void or voidable, an increased payment becoming due to a third party by any Chargor in respect thereof, or otherwise); or
- (c) use the Chargee's name or join the Chargee in any legal proceedings in relation to the Charged Property without the Chargee's prior written consent.

6.2 No Chargor may exercise the statutory powers conferred on it by Sections 99 and 100 of the Act, or any similar powers, without the Chargee's prior written consent.

6.3 Notwithstanding the foregoing provisions of this Clause 6, the Parties agree that each Chargor is permitted to:

- (a) deal with so much of the Floating Charge Property in respect of which crystallisation has not occurred pursuant to Clause 3.4(b) or Clause 3.4(c) above in the ordinary course of its business; and
- (b) deal with the Charged Property as expressly permitted by the Facilities Agreement.

7. **COVENANTS**

Each Chargor covenants for the benefit of the Chargee, in the manner set out in this Clause 7, for the duration of the Security Period.

7.1 **General Covenants**

It will:

- (a) carry on its business in a proper and efficient manner and give the Chargee or its agents or representatives such information as they may require regarding its business or assets;
- (b) keep, or cause to be kept, proper books of account in relation to its business;
- (c) comply with and punctually perform all of its obligations in respect of the Charged Property – if it fails to make a payment in respect of the Charged Property, it hereby agrees that the Chargee may do so in its place and the amount of such payment shall be deemed to form part of the Secured Liabilities;
- (d) diligently pursue its rights in respect of the Charged Property; and
- (e) produce receipts to the Chargee in respect of amounts paid by it under the Charged Property.

7.2 **Shares and Related Investment Rights**

It will:

- (a) promptly notify the Chargee of:
 - (i) any conversion in respect of the Shares or Related Investment Rights;
 - (ii) any restrictions imposed on any shares of a Principal Company whether pursuant to the Companies Act 2006 or any analogous legislation or otherwise; and
 - (iii) any disclosure imposed on any shares of a Principal Company under the Companies Act 2006 or any analogous legislation; and
- (b) at the Chargee's request, promptly send to the Chargee copies of every material report, notice, statement or circular sent to it by a Principal Company.

7.3 **Insurance Policies**

- (a) If an Insurance Policy becomes voidable, it will promptly notify the Chargee and take such actions as may be necessary to keep that policy in place.
- (b) If an Insurance Policy becomes void, it will promptly notify the Chargee and effect a replacement policy in such form, on such terms and with such Insurer as the Chargee may direct.
- (c) Where it breaches any provision of this Deed, the Chargee may (but is not obliged to) do whatever it deems necessary to rectify that breach. All monies expended by the Chargee (or on its behalf) in so doing (including under the Act) shall form part of the Secured Liabilities.

7.4 **Plant and Machinery**

If requested by the Chargee, it will place and maintain in a conspicuous place, on each item of Plant and Machinery, a legible identification plate reading as follows:

“Notice of Security Interest

This [●] [describe item of Plant/Machinery], all additions to it and all ancillary equipment is subject to a first fixed security interest dated [●] [date of this Deed] in favour of [●] [name of Chargee].”

7.5 Receivables

It will realise the Receivables and deal with same in the ordinary course of business.

8. NOTICES AND ACKNOWLEDGEMENTS

8.1 Each Chargor will, immediately following execution of this Deed or, if later, immediately following the entry into by it of a Contract or a Lease or the taking out by it of an Insurance Policy:

(a) deliver to

(i) each Counterparty which is a member of the Group a notice of assignment in the form set out in Part 1 of Schedule 3 and use all reasonable endeavours to procure delivery of an acknowledgement in the form set out in Part 2 of Schedule 3 to the Chargee;

(ii) the Chargee to be held and served each Counterparty which is not a member of the Group a notice of assignment in the form set out in Part 1 of Schedule 3 and use all reasonable endeavours to procure delivery of an acknowledgement in the form set out in Part 2 of Schedule 3 to the Chargee;

(b) deliver to

(i) each Lessee which is a member of the Group a notice of assignment in the form set out in Part 1 of Schedule 3 and use all reasonable endeavours to procure delivery of an acknowledgement in the form set out in Part 2 of Schedule 3 to the Chargee;

(ii) the Chargee to be held and served on each Lessee which is not a member of the Group a notice of assignment in the form set out in Part 1 of Schedule 3 and use all reasonable endeavours to procure delivery of an acknowledgement in the form set out in Part 2 of Schedule 3 to the Chargee; and

(c) deliver to each Insurer a notice of assignment in the form set out in Part 3 of Schedule 3 and use all reasonable endeavours to procure delivery of an acknowledgement in the form set out in Part 4 of Schedule 3 to the Chargee.

8.2 Execution by a Chargor of this Deed shall constitute notice from that Chargor to each other Chargor, for the purposes of all applicable laws, of the creation of Security over any debt owing by a Chargor to that Chargor.

9. DOCUMENTS OF TITLE

9.1 On the execution of this Deed, each Chargor shall deliver (or procure delivery of) to the Chargee all agreements, certificates and other documents of title relating to the Charged Property, save for the documents of title in respect of the Shares and the certified copies of the share registers of each Principal Company which will be delivered within 10 Business Days of the date of the Facilities Agreement.

9.2 Promptly on the acquisition by it of any right, title, benefit or interest in any other asset, each Chargor shall deliver (or procure delivery) to the Chargee of all agreements, certificates, certified copies of the share registers and other documents of title relating to that asset.

9.3 **Safe Custody**

- (a) The Chargee undertakes with each Chargor for the safe custody of such documents of title to the Charged Property as it holds in its possession or control.
- (b) Each Chargor agrees that, in the event of the loss or destruction of, or injury to, the documents of title relating to the Charged Property, the Chargee will not be liable to the Chargors if the loss, destruction or injury occurred before the Chargee actually received the documents of title, or after the documents of title were given by the Chargee (at the request of a Chargor) to some other person and before those documents of title are returned to the Chargee.

10. OTHER PERFECTION STEPS

10.1 Mortgaged Property

Each Chargor will, at the Chargee's request but at the relevant Chargor's cost, promptly execute and deliver (and procure the execution and delivery of) such forms and other documentation (including any Land Registry or the Land Charges Department form) as the Chargee may require to enable the Security over the Mortgaged Property to be registered with the Land Registry or the Land Charges Department as first-ranking security over the Mortgaged Property and provide all necessary assistance to enable such registration to take place promptly.

10.2 Shares and Related Investment Rights

Each Chargor will, immediately following execution of this Deed or, if later, immediately following it becoming interested in any Shares and Related Investment Rights, deliver the following to the Chargee a certified copy of each Principal Company's memorandum and articles of association.

10.3 Each Chargor will, immediately following the occurrence of an Event of Default which is continuing, deliver the following to the Chargee:

- (a) transfer forms in respect of the Shares in the form set out in Part 1 of Schedule 4 signed by the relevant Chargor but left undated with the name of the transferee left blank;
- (b) undated dividend mandates in the form set out in Part 2 of Schedule 4 in respect of the Shares;
- (c) undated irrevocable proxies in respect of its shareholding in each Principal Company in the form set out in Part 3 of Schedule 4; and
- (d) undated irrevocable authorised person appointments in respect of its shareholding in each Principal Company in the form set out in Part 4 of Schedule 4.

Each Chargor authorises the Chargee to date and otherwise complete the deliverables at 0, (b), (c) and (d) above on or at any time after an Enforcement Date.

11. FURTHER ASSURANCES

- 11.1 Each Chargor shall, at its own cost, take such action as the Chargee or any Receiver or Delegate may reasonably require for the purpose of creating, perfecting, maintaining, protecting, facilitating the realisation of, or facilitating the exercise of any rights in respect of, the Security.
- 11.2 The foregoing may include re-executing this Deed, executing other agreements creating a Security Interest or dealing with the Charged Property, serving notices, giving orders, giving directions, making filings or making registrations.

- 11.3 If a Chargor acquires an interest in any other asset after the date of this Deed, it shall promptly notify the Chargee (at least seven Business Days before the acquisition and again immediately following the acquisition) and (at the Chargee's request but at the relevant Chargor's cost) execute and deliver such agreements and sign such forms (including Land Registry Forms) as the Chargee may require for the purposes of ensuring that the asset is secured in favour of the Chargee in a manner satisfactory to the Chargee.

12. **FURTHER ADVANCES**

The Chargee covenants with each of the Chargors that it shall perform its obligations to make advances under the Facilities Agreement (including any obligation to make available further advances).

13. **PRIOR TO ENFORCEMENT**

- 13.1 Before an Enforcement Date, each Chargor may continue to exercise all rights in respect of the Shares and Related Investment Rights.

- 13.2 On and after an Enforcement Date, any obligations of the Chargee to any Chargor, and the rights of any Chargor, under Clause 13.1 **Error! Reference source not found.**, shall cease to apply.

14. **ENFORCEMENT: GENERAL**

- 14.1 On an Enforcement Date:

- (a) the Security will be immediately enforceable, and the Secured Liabilities will be immediately due for payment, performance and discharge, without any requirement for notice to, or for demand to be served on, any Chargor; and
- (b) the statutory power of sale together with all other rights, powers, privileges, discretions and immunities conferred on mortgagees by law (in each case as varied by this Deed) will be immediately exercisable and the Chargee shall have no liability arising out of its exercise of any such rights, powers, privileges, discretions and immunities.

- 14.2 On or at any time after an Enforcement Date:

- (a) the Chargee may enforce, in its absolute discretion, all or any part of the Security in any manner that it sees fit. It shall not be necessary for any consent or court order to be obtained, any event to occur, any notification to be made or any condition to be fulfilled under any of Section 103 of the Act before the Chargee takes steps to enforce the Security (including by way of appointment of one or more Receivers); and
- (b) the Chargee may:
 - (i) redeem any prior Security Interest over the Charged Property; and/or
 - (ii) procure the transfer of any such Security Interest to itself; and/or
 - (iii) settle and pass the accounts of the beneficiary of the prior Security Interest with any accounts so settled and passed being, in the absence of manifest error, conclusive and binding on the Chargors;
- (c) each Chargor will, immediately on demand, pay to the Chargee all of the Chargee's costs and expenses (including Tax) in connection with the matters set out at (b) above and, until such amounts are paid in full, those amounts shall form part of the Secured Liabilities.

14.3 Sections 93 of the Act (and any other restriction on the consolidation of mortgages) and Sections 109(6) and 109(8) of the Act shall not apply to this Deed, the Security or any enforcement thereof.

14.4 On and after an Enforcement Date:

- (a) each Chargor shall:
 - (i) take such steps as the Chargee may require (at the Chargors' cost) to facilitate enforcement of the Security; and
 - (ii) hold any payment received by it in respect of any part of the Charged Property in trust for the Chargee; and
- (b) the Chargee may exercise (without any consent or authority from the Chargors, and irrespective of any direction given by any Chargor) all of the Chargors' rights in respect of the Charged Property.

15. ENFORCEMENT: MORTGAGEE IN POSSESSION

15.1 On or at any time after an Enforcement Date, the Chargee may (without any requirement for notice to, or for demand to be served on, the Chargors) and without prejudice to any other express or implied right of the Chargee, take possession of the Charged Property as mortgagee in possession.

15.2 If the Chargee takes possession as set out in Clause 15.1 above:

- (a) it shall not be liable to account as mortgagee in possession, for any loss in connection with the Charged Property, for any loss on realisation of the Charged Property or for any default or omission for which a mortgagee in possession might be liable; and
- (b) it shall not be obliged to take steps to sell or lease the Charged Property.

15.3 The statutory powers to lease and accept surrenders conferred on the Chargee by Sections 99 and 100 of the Act are extended to enable the Chargee to arrange to lease, lease, arrange to accept surrenders, accept surrenders and grant new leases free of any restrictions imposed in Sections 99 and 100 of the Act or other restrictions imposed by law.

16. ENFORCEMENT: RECEIVER APPOINTMENTS

16.1 On or at any time after an Enforcement Date, the Chargee may appoint any person or persons as Receiver or Receivers of the Charged Property, regardless of whether the Chargee is mortgagee in possession or not. The appointment of a Receiver over part of the Charged Property will not preclude the Chargee from appointing the same or another Receiver over all or any part of the balance of the Charged Property.

16.2 Any appointment of a Receiver, or removal or replacement of a Receiver, by the Chargee must be in writing and may be made either under the hand of any officer, employee or agent of the Chargee or as a deed.

16.3 The above powers of appointment are in addition, and without prejudice, to the Chargee's powers under the Act and under other applicable laws, save as those powers may be expressly varied by this Deed.

16.4 The remuneration of any Receiver may be fixed by the Chargee and, in doing so, the Chargee shall not be bound by any restriction or maximum rate imposed by law (including by Section 109(6) of the Act).

- 16.5 Any such Receiver shall be the agent of the relevant Chargors for all purposes, and the relevant Chargors will be solely responsible for the Receiver's acts, remuneration, contracts, engagements, defaults, losses, omissions and liabilities. All costs, expenses, outgoings and liabilities incurred by any such Receiver shall form part of the Secured Liabilities.
- 16.6 The Chargee shall not incur any liability whatsoever to any person as a result of either its appointment of a Receiver in respect of the Charged Property, or as a result of any action or inaction on the part of such Receiver.

17. ENFORCEMENT: RECEIVER POWERS

- 17.1 If more than one Receiver has been appointed, each may act individually or jointly (subject to the terms of the relevant appointment).
- 17.2 A Receiver may exercise any or all of his powers in his absolute discretion, and shall not be obliged to take any steps to sell or lease the Charged Property.
- 17.3 No Receiver shall be liable to account as mortgagee in possession for any loss in connection with the Charged Property or the realisation thereof, or for any default or omission for which a mortgagee in possession might be liable.
- 17.4 A Receiver shall have all rights, powers, privileges, discretions and immunities conferred on receivers by law (in each case as varied by this Deed) including, without limitation, the powers listed in the Act and shall also have the power to:
- (a) exercise (without being under any obligation to do so and without any liability for so doing) all rights in respect of the Charged Property over which he has been appointed, whether those rights are originally available (at law, in equity, under this Deed or under another agreement) to any Chargor, the Chargee or any Receiver or Delegate;
 - (b) make filings, registrations, notifications and renewals, and apply for and maintain any planning permissions, building approvals, regulatory approvals and other authorisations of any nature whatsoever;
 - (c) arrange for the provision of any service desirable for the efficient use or management of the Charged Property over which he has been appointed;
 - (d) lend money or advance credit;
 - (e) purchase any property;
 - (f) borrow or otherwise raise money on a secured or unsecured basis on such terms as he sees fit;
 - (g) enter into and perform his obligations in respect of bonds, guarantees, indemnities, covenants and the like;
 - (h) procure the formation of bodies corporate in connection with the exercise of his powers and his dealings with the Charged Property;
 - (i) enter into, amend, rescind or repudiate any agreements;
 - (j) take an indemnity from any person against any losses, howsoever arising, in connection with the exercise by him of his powers;
 - (k) comply with any requirement of law or regulation, and with any notices or orders received in respect of the Charged Property;

- (l) deal with the relevant Chargor's tax affairs as he may see fit;
 - (m) deal with any accounts, claims (howsoever arising), contracts, demands, questions or disputes (howsoever arising) whatsoever which may arise in connection with the relevant Chargor's business, the Security or the Charged Property;
 - (n) enter into any arrangement or compromise in respect of amounts owing to the relevant Chargor, give valid receipts, and otherwise deal with such amounts as he sees fit;
 - (o) otherwise deal with the Charged Property in such manner and on such terms and conditions as he may see fit;
 - (p) use the relevant Chargor's name in the exercise of any of his powers; and
 - (q) delegate any or all of his powers.
- 17.5 A Receiver may exercise any powers referred to (expressly or by incorporation) in this Clause 17 (*Enforcement: Receiver Powers*) notwithstanding any insolvency of any Chargor, and a Receiver shall not be liable for any loss arising in connection with the exercise of those powers.
- 17.6 The Chargee may exercise all rights, powers, privileges, discretions and immunities conferred on receivers by law or by this Deed irrespective of whether or not a Receiver has been appointed.

18. DELEGATION

- 18.1 The Chargee or any Receiver (each a "**Delegating Party**") may appoint (on such terms as it sees fit) a Delegate by power of attorney or in any other manner as it sees fit to be the delegate of any right, power, privilege, discretion or immunity conferred on the Chargee or that Receiver by law or by this Deed.
- 18.2 No such delegation will preclude a subsequent delegation.
- 18.3 A delegation may be revoked by the Delegating Party at any time.
- 18.4 The Delegating Party shall not be liable for any loss suffered by any person as a result of any action, inaction, omission, default or misconduct of any Delegate.

19. POWER OF ATTORNEY

- 19.1 Each Chargor irrevocably appoints, by way of security, the Chargee, each Receiver and each Delegate (acting solely, some acting together or all acting together) to be its attorney (with full powers of substitution and delegation) in its name and otherwise on its behalf, and as its act and deed to:
- (a) execute, deliver and perfect any agreement or form, and take any action (including the making of registrations, filings or notifications), which that Chargor is required to execute, deliver, perfect or take pursuant to this Deed whether for the purposes of perfecting the Security, or following the occurrence of an Event of Default which is continuing, vesting the Charged Property in the Chargee, any Receiver, any Delegate, any nominee of any of the foregoing, or any purchaser; and
 - (b) generally, following the occurrence of an Event of Default which is continuing, use its name in connection with the exercise of any rights under this Deed.
- 19.2 Each Chargor agrees that:

- (a) it will be deemed to have ratified and approved anything done by any attorney pursuant to Clause 19.1; and
- (b) all monies expended by any such attorney in its capacity as such will be deemed to form part of the Secured Liabilities.

20. APPLICATION OF PROCEEDS

20.1 Any amounts received by the Chargee on or after an Enforcement Date will be applied in the following order (and if any amounts are received by a Receiver or Delegate on or after an Enforcement Date in respect of the Security, they shall be promptly transferred to the Chargee for application in the following order):

- (a) first: in or towards payment of, or making provision for:
 - (i) the costs, charges and expenses of the Chargee and of any Receiver in connection with this Deed; and
 - (ii) the remuneration of any Receiver in respect of the Security;
- (b) second: in or towards payment of the balance of the Secured Liabilities in such order as the Chargee may determine; and
- (c) third: any surplus shall be paid to the Chargors or any other person entitled thereto.

20.2 The order of payments set out at Clause 20.1 above is subject to any claims having priority, as a matter of law, to the Security.

21. PROTECTION OF THIRD PARTIES

21.1 No person dealing with the Chargee, any Receiver or Delegate shall be obliged to enquire:

- (a) whether the Secured Liabilities are outstanding or whether they have become due;
- (b) whether any right or power exercised by the Chargee, any Receiver or Delegate has arisen, accrued or become exercisable, or whether it has been properly exercised;
- (c) how monies received by the Chargee, any Receiver or Delegate are to be applied; or
- (d) the legality, validity or enforceability of any act of the Chargee, any Receiver or Delegate.

21.2 A receipt of the Chargee, any Receiver or Delegate shall be an absolute and conclusive discharge to a purchaser from the Chargee, any Receiver or Delegate.

22. AVOIDANCE OF PAYMENTS

22.1 If any amount paid to the Chargee in respect of the Secured Liabilities is capable of being avoided, reduced, adjusted, clawed-back or otherwise set aside on the insolvency of the payer or otherwise, that amount will not be considered as having been irrevocably paid for the purposes of this Deed and the Chargors' liability to the Chargee in respect of that amount shall continue.

22.2 If any release, discharge, re-assignment or settlement is agreed to by or on behalf of the Chargee in respect of the Secured Liabilities and any such avoidance, reduction,

adjustment, claw-back or otherwise occurs, that release, discharge, re-assignment or settlement will be deemed not to have taken place, and the Security will be deemed to have remained in place at all times without any prejudice to the rights of the Chargee, any Receiver or any Delegate.

23. MISCELLANEOUS PROVISIONS

23.1 Continuing Security

The Security is a continuing security and will extend to the ultimate balance of the Secured Liabilities, regardless of any intermediate payment or settlement of Secured Liabilities.

23.2 Additional Security

The Security is in addition to, and shall not merge with or otherwise prejudice or affect any contractual or other right or remedy or any other guarantee or security for the Secured Liabilities which are now or may hereafter be held by the Chargee whether from the Chargors or otherwise.

23.3 No Liability

None of the Chargee, any Receiver or any Delegate or any person acting on its or their behalf shall incur any liability as a result of exercising its rights under this Deed, any neglect or default in respect of the Charged Property, taking possession of the Charged Property or realising the Security.

23.4 Financial Assistance

This Deed does not render any liability a Secured Liability to the extent that to do so would result in this Deed or part thereof constituting unlawful financial assistance under Section 678 and 679 of the Companies Act 2006 or any analogous provision under the laws of any Relevant Jurisdiction.

23.5 Financial Collateral

If any Charged Property constitutes “**financial collateral**” or this Deed and any Secured Liabilities constitute a “**security financial collateral arrangement**” (in each case as defined in the European Communities (Financial Collateral Arrangements) Regulations 2010 (the “**Financial Collateral Regulations**”), the Chargee may, on or after an Enforcement Date, appropriate all or any part of that financial collateral towards satisfaction of the Secured Liabilities.

For that purpose, the Parties agree that:

- (a) the value of the appropriated financial collateral will be its market value determined by the Chargee by reference to a public index, independent valuation or other method chosen by the Chargee; and
- (b) the foregoing will constitute a commercially reasonable valuation method for the purposes of the Financial Collateral Regulations.

23.6 Confirmation

Each Chargor confirms that this Deed and the Security extend to any amendment to any Finance Document, however fundamental, and irrespective of whether such amendment imposes more onerous obligations on that Chargor.

23.7 Subsequent Security Interests and new accounts

If any subsequent Security Interest (other than Permitted Security) or any analogous expropriation, attachment, sequestration, distress, execution or process affects the Charged Property, the Chargee may open a new account or accounts for the Chargors in its books or with any other person.

If the Chargee does not do so, such account opening shall, unless express written notice is given by the Chargee to the Chargors, be deemed to have taken place at the time when the Chargee received, or was deemed to have received, notice of such Security Interest or process.

From the time that such account(s) is/are opened or deemed to have been opened, all payments made to the Chargee will be credited, or will be deemed to be credited, to such new account(s) and will not operate to reduce any or all of the Secured Liabilities.

23.8 Obligations not affected

The Chargors' obligations under this Deed will not be affected by any act, omission, matter or thing which, but for this Clause 23.8, would reduce, release, prejudice or diminish any of those obligations, in whole or in part (whether or not known to the Chargee), including (in respect of any Chargor or any other person):

- (a) the grant of any time, waiver, consent, indulgence or concession;
- (b) the entry into, or the granting of any release in respect, of any composition or similar arrangement with any other Chargor;
- (c) the entry into, amendment or release of any security or guarantee with any other Chargor;
- (d) the enforcement, compromise, refusal to enforce or failure to enforce of any right, security or guarantee;
- (e) the failure to observe a formality or other requirement;
- (f) the failure to realise the full value of any security or guarantee;
- (g) a lack of capacity, power or authority;
- (h) an insolvency;
- (i) a change in constitution or membership;
- (j) the amendment (however fundamental) of any agreement, subject always to the prior written consent of the Chargors to such amendment;
- (k) any illegality, invalidity or unenforceability of any of the Secured Liabilities or of any liability of another person;
- (l) the issue, confirmation, amendment, renewal or termination of any negotiable instrument;
- (m) any merger or amalgamation, howsoever effected;
- (n) any judgment being obtained; or
- (o) any act, event or omission which, but for this Clause 23.8, would or might operate to impair, discharge or otherwise affect a Chargor's obligations hereunder and the Secured Liabilities.

23.9 Obligations remain enforceable

Each Chargor's obligations under this Deed will remain enforceable notwithstanding:

- (a) any restructuring of the Chargee (including by way of an acquisition, change of control, change in legal status, change in constitution, merger, scheme of arrangement or division); or
- (b) the exercise of any stabilisation, recovery or resolution power in respect of the Chargee.

23.10 Dealing with amounts received etc.

During the Security Period, the Chargee may:

- (a) refrain from applying any monies received by, or enforcing any security or rights held by, the Chargee or on its behalf in connection with the Secured Liabilities, or apply those monies and enforce such security or rights as it sees fit and no Chargor shall be entitled to have those monies transferred to it; and
- (b) hold, in an interest-bearing suspense account, any monies received from any Chargor or from another person in respect of the Secured Liabilities.

23.11 Waivers

Each Chargor waives:

- (a) any present or future right of set-off that it may have in respect of the Secured Liabilities or the Charged Property; and
- (b) any right to interpose any defence based on any statute of limitations, claim of laches, claim of set-off or other counterclaim whatsoever.

23.12 Chargee's discretion

Any right, remedy, power, authority or similar which may be exercised by the Chargee or any Receiver or Delegate under this Deed may be exercised in its absolute and unfettered discretion without any obligation to provide a reason.

24. RELEASE OF SECURITY

Subject to the other provisions of this Deed, following the date on which all of the Secured Liabilities have been unconditionally and irrevocably paid, performed and discharged in full, the Chargee will, at the Chargors' request and cost, release, discharge and re-assign the Security to the Chargors.

25. RESTRICTION

Each Chargor hereby consents to an application being made by the Chargee to the Land Registrar for the following restriction in Form P to be registered against the title of any registered property forming part of the Mortgaged Property (and against any title to any unregistered property forming part of the Mortgaged Property which is or ought to be subject of first registration of title at Land Registry at the date of this Deed or as a result of this Deed having been entered into):

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any future registered charge is to be registered without a written consent signed by the proprietor for the time being of the charge dated [●] in favour of The Governor and Company of the Bank of Ireland referred to in the charges register".

26. **GOVERNING LAW AND JURISDICTION**

- 26.1 This Deed and any non-contractual obligations arising out of or in connection with it are governed by the laws of England and Wales.
- 26.2 The Parties agree that the courts of England and Wales:
- (a) 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**”); and
 - (b) are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- 26.3 Clause 26.2 above is for the benefit of the Chargee only. The Chargee shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction, and to the extent allowed by law, may take concurrent proceedings in any number of jurisdictions.

SCHEDULE 1 – THE CHARGORS

Name	Jurisdiction of Incorporation	Company Registration Number	Registered Office
Keelings UK Group Limited	England and Wales	01028547	Sandringham House, Harlow Business Park, Sandringham Avenue, Harlow, Essex, CM19 5QS
Keelings International Limited	England and Wales	01628818	Finedon Road, Burton Latimer, Kettering, Northants, United Kingdom
Keelings Fresh International Limited	England and Wales	05841742	Sandringham House, Harlow Business Park, Sandringham Avenue, Harlow, Essex, CM19 5QS
Keelings (UK Holdings) Unlimited Company	Ireland	305617	FoodCentral, St. Margarets, County Dublin

SCHEDULE 2 - THE CHARGED PROPERTY

Part 1 – The Mortgaged Property

[Intentionally left blank]

Part 8 - Shares

Chargor	Name of Company in which Shares are held	Number of Shares
Keelings UK Group Limited	Keelings International Limited	451,980 Ordinary Shares
Keelings International Limited	Keelings Fresh International Limited	1 Ordinary Share
Keelings Fresh International Limited	-	-
Keelings (UK Holdings) Unlimited Company	Keelings UK Group Limited	6534 Ordinary Shares

SCHEDULE 3 – NOTICES AND ACKNOWLEDGEMENTS

Part 1 - Notice of Assignment (Lease/Contract)

From: [●] (the “Chargor”)

To: [●]

Cc: [●] (the “Chargee”)

Date: [●]

Re: [●] (the [“Lease”/“Contract”])

Dear Sir, Madam

1. We hereby notify you that pursuant to a debenture dated [●] between the Chargor, certain other chargors and the Chargee (the “Deed”), the Chargor assigned by way of security all of its rights, title, benefit and interest in and to the [Lease/Contract] in favour of the Chargee.
2. The Chargor confirms that it remains liable to perform all of its obligations under the [Lease/Contract] and that the Chargee, its agents, or any receiver will not at any time be under any obligation or liability to you under or in respect of any Contract.
3. The Chargor is not permitted to dispose of or deal with all or any part of the [Lease/Contract] without the Chargee’s prior written consent.
4. From when you receive notice from the Chargee that it is enforcing its security under the Deed:
 - (a) all payments under the [Lease/Contract] should be made to such account as the Chargee may direct;
 - (b) all of the Chargor’s rights, title, benefit and interest in, to and in respect of the [Lease/Contract] belong to the Chargee and may only be exercised by the Chargee.
5. This Notice is irrevocable, and may not be amended, unless the Chargee notifies you otherwise in writing.
6. You need not enquire as to the justification for, or validity of, any notice, instruction or request received from the Chargee before complying with it.
7. Please acknowledge receipt of this Notice by signing and returning the enclosed Acknowledgement.
8. This Notice and any non-contractual obligations arising out of or in connection with it are governed by the laws of England and Wales.

Yours faithfully

Authorised Signatory

Part 2 - Acknowledgement of Notice (Lease/Contract)

From: [●]

To: [●] (the “Chargee”)

Cc: [●] (the “Chargor”)

Date: [●]

Re: [●] (the [“Lease”/“Contract”])

Dear Sir, Madam

1. We confirm that:

- (a) we have received the Notice from the Chargor dated [●] pursuant to the debenture dated [●] between the Chargor, certain other chargors and the Chargee in respect of the security created by the Chargor over the [Lease/Contract];
- (b) we accept the instructions contained in the Notice and agree to comply with its terms;
- (c) we will:
 - (i) disclose to you such information as you may from time to time request in relation to the [Lease/Contract];
 - (ii) notify you upon becoming aware of any breach by the Chargor of the [Lease/Contract];
- (d) we will not:
 - (i) exercise any right of set-off, combination or consolidation in respect of any amount due to us under the [Lease/Contract];
 - (ii) agree to any disposal or other dealing in respect of the [Lease/Contract] without checking that the Chargor has received your prior written consent;
- (e) we are not aware of:
 - (i) any breach by the Chargor of the [Lease/Contract]; or
 - (ii) any interest (whether by way of security or otherwise) of any third party in the [Lease/Contract].

2. This Notice and any non-contractual obligations arising out of or in connection with it are governed by the laws of England and Wales.

Yours faithfully

Authorised Signatory

Part 3 - Notice of Assignment (Insurance Policy)

From: [●] (the “Chargor”)

To: [●]

Cc: [●] (the “Chargee”)

Date: [●]

Re: [●] (the “Insurance Policy”)

Dear Sir, Madam

1. We hereby notify you that pursuant to a debenture dated [●] between the Chargor, certain other chargors and the Chargee (the “**Deed**”), the Chargor assigned by way of security all of its rights, title, benefit and interest in and to the **[Insurance Policy]** in favour of the Chargee together with the full benefit of all of its present and future rights, title, benefit and interest in, to and in respect of all proceeds of the **Insurance Policy payable to or which may be received by the Chargor (whether by way of claim, return premium, ex gratia payment or otherwise) and the benefit of all rights devolving under or pursuant to the Insurance Policy but for the avoidance of doubt excluding any liability of the Chargor for third party claims to the extent that those proceeds are applied, or required to be applied, directly to discharge the liability of the Chargor to a third party (the “Insurance Proceeds”).**
2. The Chargor confirms that it remains liable to perform all of its obligations under the **[Insurance Policy]**.
3. The Chargor is not permitted to dispose of or otherwise deal with all or any part of the **[Insurance Policy]** without the Chargee’s prior written consent.
4. All payments under the **[Insurance Policy]** should be made to such account as the Chargee may direct.
5. From when you receive notice from the Chargee that it is enforcing its security pursuant to the Deed you should proceed in accordance with the Chargee’s instructions.
6. Please note the Chargee’s interest as follows on the **[Insurance Policy]:[●]**
7. This Notice is irrevocable, and may not be amended, unless the Chargee notifies you otherwise in writing.
8. You need not enquire as to the justification for, or validity of, any notice, instruction or request received from the Chargee before complying with it.
9. Please acknowledge receipt of this Notice by signing and returning the enclosed Acknowledgement.
10. This Notice and any non-contractual obligations arising out of or in connection with it are governed by the laws of England and Wales.

Yours faithfully

Authorised Signatory

Part 4 - Acknowledgement of Notice (Insurance Policy)

From: [●]

To: [●] (the “Chargee”)

Cc: [●] (the “Chargor”)

Date: [●]

Re: [●] (the [“Insurance Policy”])

Dear Sir, Madam

1. We confirm that:

- (a) we have received the Notice from the Chargor dated [●] pursuant to the debenture dated [●] between the Chargor, certain other chargors and the Chargee in respect of the security created by the Chargor over the **[Insurance Policy]** together with the **[Insurance Proceeds]** (as defined in the Notice);
- (b) we accept the instructions contained in the Notice and agree to comply with its terms;
- (c) we will:
 - (i) disclose to you such information as you may from time to time request in relation to the **[Insurance Policy]**;
 - (ii) notify you upon becoming aware of any breach of the **[Insurance Policy]**;
- (d) we will not agree to any disposal or other dealing in respect of the **[Insurance Policy]** without checking that the Chargor has received your prior written consent;
- (e) we are not aware of:
 - (i) any breach by the Chargor of the **[Insurance Policy]**; or
 - (ii) any interest (whether by way of security or otherwise) of any third party in the **[Insurance Policy]**.

2. This Notice and any non-contractual obligations arising out of or in connection with it are governed by the laws of England and Wales.

Yours faithfully

Authorised Signatory

SCHEDULE 4 - SHARE DELIVERABLES

Part 1 - Transfer Forms

STOCK TRANSFER FORM			
	Consideration Money: £	Certificate lodged with the Registrar	
	(For completion by the Registrar/Stock Exchange)		
	Full name of Undertaking		
	Description of Security		
	Number or amount of Shares, Stock or other security and, in figures column only, number and denomination of units, if any.	Words	Figures (units of)
	Name(s) of registered holder(s) should be given in full: the address should be given where there is only one holder. If the transfer is not made by the registered holder(s) insert also the name(s) and capacity (e.g., Executor(s)) of the person(s) making the transfer.	In the name(s) of	
	(Delete words in italics except for stock exchange transactions)	I/We hereby transfer the above security out of the name(s) aforesaid to the person(s) named below or to the several persons named in Parts 2 of Brokers Transfer Forms relating to the above security: Signature(s) of transferor(s): 1. 2. 3. 4.	Stamp of Selling Broker(s) or, for transactions which are not stock exchange transactions, of Agent(s), if any, acting for the Transferor(s). Date
	A body corporate should execute this transfer under its common seal or otherwise in accordance with applicable statutory requirements.		
	Full name(s) and full postal address(es) (including County or, if applicable, Postal District number) of the person(s) to whom the security is transferred. Please state title, if any, or whether Mr., Mrs. or Miss. Please complete in typewriting or in Block Capitals.		
	I/We request that such entries be made in the register as are necessary to give effect to this transfer.		
	Stamp of Buying Broker(s) (if any).	Stamp or name and address of person lodging this form (if other than the Buying Broker(s)).	

Endorsement for use only in stock exchange transactions)

The security represented by the transfer overleaf has been sold as follows: —

Shares/Stock
Shares/Stock
Shares/Stock
Shares/Stock

Shares/Stock
Shares/Stock
Shares/Stock
Shares/Stock

Balance (if any) due to Selling Broker(s)

Amount of Certificate(s)

Brokers Transfer Forms for above amount certified

Stamp of certifying Stock Exchange

Stamp of Selling Brokers(s)

CERTIFICATE 1: FORM OF CERTIFICATE REQUIRED WHERE TRANSFER IS EXEMPT FROM AD VALOREM STAMP DUTY AS BELOW THRESHOLD

* Please delete as appropriate I/We* certify that the transaction effected by this instrument does not form part of a larger transaction or series of transactions in respect of which the amount or value, or aggregate amount or value, of the consideration exceeds £1,000.

** Delete second sentence if certificate is given by transferor I/We* confirm that I/we * have been duly authorised by the transferor to sign this certificate and that the facts of the transaction are within my/our * knowledge. **

Signature(s)

*Description: ("Transferor", "Solicitor", etc.)

Date

CERTIFICATE 2: FORM OF CERTIFICATE REQUIRED WHERE TRANSFER IS OTHERWISE EXEMPT OR THE CONSIDERATION GIVEN IS NOT CHARGEABLE CONSIDERATION

Please delete as appropriate I/We certify that this instrument is otherwise exempt from *ad valorem* stamp duty without a claim for relief being made or that no chargeable consideration is given for the transfer for the purposes of stamp duty.

** Delete second sentence if certificate is given by transferor I/We* confirm that I/we* have been duly authorised by the transferor to sign this certificate and that the facts of the transaction are within my/our* knowledge. **

Signature(s)

*Description: ("Transferor", "Solicitor", etc.)

Date

NOTES

(1)

If one of the above certificates has been completed, or if the consideration for the transfer is nil (in which case you must write "nil" in the consideration box on the front of the form), this transfer does not need to be submitted to the Stamp Office but should be sent directly to the Company or its Registrars.

(2)

If neither of the above certificates has been completed, and the consideration for the transfer is not nil, this transfer must be submitted to the Stamp Office and duly stamped.

Part 2 - Dividend Mandate

From: [●]

To: [●] (For the attention of the Secretary)

Date: [●]

Re: [●] (the “**Company**”)

1. We refer to the [●] shares of [●] each held by us in the capital of the Company (the “**Shares**”).
2. We notify you that pursuant to a debenture dated [●] between us, certain other chargors and [●] (the “**Chargee**”), we created security over the Shares in favour of the Chargee.
3. We irrevocably request that you forward to the Chargee all cash dividends that may from time to time be payable in respect of the Shares, and are satisfied for you to do so without requiring additional evidence or information from the Chargee.
4. Compliance with this request shall be a good discharge to the Company in respect of its obligations to us regarding dividends in respect of the Shares.

Yours faithfully

Authorised Signatory

Part 3 - Irrevocable Proxy

From: [●]

To: [●] (For the attention of the Secretary)

Date: [●]

Re: [●] (the “Company”)

1. We [●] of [●] being a member of the Company hereby appoint [●] as our proxy to attend, speak and vote for us on our behalf at (annual or extraordinary, as the case may be) general meetings of the Company and at any adjournment thereof.
2. We have granted security to the proxy over our shares in the Company, and the proxy will vote as it thinks fit.
3. This instrument of proxy replaces any previous instrument(s) of proxy provided by us, and is irrevocable.

Yours faithfully

Authorised Signatory

Part 4 - Irrevocable Appointment

From: [●]

To: [●] (For the attention of the Secretary)

Date: [●]

Re: [●] (the “Company”)

We [●] of [●] hereby appoint [●] as our authorised person to act as our representative at any meeting of the company or at any meeting of any class of members of the company, and to vote on (as it sees fit) and sign resolutions of the Company’s members in respect of such shares in the capital of the Company as may from time to time be held by us.

Yours faithfully

Authorised Signatory

SCHEDULE 5 – ACCESSION DEED

THIS ACCESSION DEED is made on

BETWEEN:

- (1) [●], a company incorporated under the laws of [●] with company number [●] and its registered office at [●] (the “**Additional Chargor**”);
- (2) [●], a company incorporated under the laws of [●] with company number [●] and its registered office at [●] for itself and as agent and attorney for each other Chargor under and as defined in the Original Deed referred to below (the “**Company**”); and
- (3) [●] of [●] (the “**Chargee**”).

RECITALS:

- (A) The Additional Chargor is a [wholly-owned] Subsidiary of [the Company].
- (B) A debenture dated [●] (the “**Original Deed**”) was entered into between the Chargors (as defined therein) (including the Company) and the Chargee.
- (C) The Additional Chargor has agreed to enter into this Accession Deed and to become a Chargor under the Original Deed.
- (D) This Accession Deed is intended to take effect as a deed, notwithstanding that the Chargee may execute it only under hand or not at all.

IT IS HEREBY AGREED as follows:

1. INTERPRETATION

- (a) Unless a contrary indication appears, a term defined in the Original Deed that is not defined in this Accession Deed has the meaning given to it in the Original Deed.
- (b) [This Accession Deed is a Finance Document.]

2. ACCESSION

With effect from the date of this Accession Deed the Additional Chargor:

- (a) will become a party to the Original Deed as a Chargor;
- (b) will be bound by all the terms of the Original Deed which are expressed to be binding on a Chargor and will have all rights expressed to be granted to a Chargor thereunder; and
- (c) creates the Security referred to in Clause 3 of the Original Deed on the terms set out in the Original Deed over its relevant undertaking, property and assets, present and future.

3. SECURITY

(a) Charges

As continuing security for the payment, performance and discharge of the Secured Liabilities, the Additional Chargor hereby charges, with full title guarantee, by way of first fixed charge in favour of the Chargee:

- (i) as registered proprietor or as the person entitled to be registered as proprietor as the case may be, all of its rights, title, benefit and interest, present and future, in, to and in respect of:

- (A) the Mortgaged Property and any estate or interest which it may in the future acquire in respect of the Mortgaged Property; and
- (B) all of its right, title, benefit and interest in, to and in respect of any shares in any management company or similar entity in connection with the Mortgaged Property;
- (ii) all of its rights, title, benefit and interest, present and future, in, to and in respect of:
 - (A) the Shares and Related Investment Rights;
 - (B) the Intellectual Property and Intellectual Property Rights;
 - (C) its goodwill, uncalled capital and called but unpaid capital;
 - (D) (to the fullest extent permitted by law, regulation or appropriate authority) the benefit of any Authorisation relating to the Charged Property; and
 - (E) its Non-Vesting Debts,

provided that the Chargee shall have no liability in respect of any calls or otherwise in respect of the Shares and Related Investment Rights.

(b) Assignments

As continuing security for the payment, performance and discharge of the Secured Liabilities, the Additional Chargor, with full title guarantee, hereby assigns and agrees to assign absolutely (subject to the proviso for redemption at Clause 24 of the Original Deed) to the Chargee all of its rights (but not obligations), title, benefit and interest in, to and in respect of:

- (i) the Related Rights;
- (ii) the Licences;
- (iii) the Leases;
- (iv) the Receivables;
- (v) the Insurance Policies and Insurance Proceeds;
- (vi) the Plant and Machinery; and
- (vii) the Contracts.

If the Charged Property over which the Additional Chargor purports to create an assignment pursuant to this sub-clause (b) is not effectively assigned, the Additional Chargor instead charges, with full title guarantee, by way of first fixed charge in favour of the Chargee all of its rights, title, benefit and interest (present and future) in, to and in respect of such Charged Property.

(c) Other

- (i) As continuing security for the payment, performance and discharge of the Secured Liabilities, the Additional Chargor, with full title guarantee, hereby grants a lien to the Chargee over all present and future documents of title relating to the Charged Property.

- (ii) To the extent that the Intellectual Property and/or the Intellectual Property Rights cannot be charged pursuant to sub-clause (a)(ii)(B), the Additional Chargor, with full title guarantee, hereby licenses that Intellectual Property and/or those Intellectual Property Rights to the Chargee, and agrees to hold the Intellectual Property Rights on trust for the Chargee, in each case for the duration of the Security Period.

(d) **Floating Charge**

As continuing security for the payment, performance and discharge of the Secured Liabilities, the Additional Chargor hereby, with full title guarantee, charges by way of first floating charge in favour of the Chargee its undertaking, property and assets [(including all of its present and future book and other debts and all other monies due and owing to it or which may become due and owing to it)] both present and future, wherever located, which are not the subject of, or otherwise effectively charged or assigned by way of, a fixed charge or an assignment under this Accession Deed.

4. **MORTGAGED PROPERTY: ASSENT AND ADDRESS**

- (a) The Additional Chargor assents to the registration against the charges register of any registered land in respect of which it is, or is entitled to be registered proprietor, which now or in the future forms part of the Mortgaged Property, of the Security, the crystallisation of the Floating Charge over that land and the power of the Receiver to charge the Mortgaged Property.
- (b) The Chargee's address in the United Kingdom for the service of notices is:

Address: c/o Arthur Cox, FAO: Kevin Lynch, 12 Gough Square, London EC4A 3DW

Description: Credit Institution

5. **COVENANT TO PAY**

The Additional Chargor will, on demand:

- (a) pay to the Chargee, perform or discharge the Secured Liabilities when they become due for payment, performance or discharge; and
- (b) pay to the Chargee every sum now or hereafter due, owing or incurred by the Additional Chargor in respect of the Secured Liabilities.

6. **POWER OF ATTORNEY**

- (a) The Additional Chargor irrevocably appoints, by way of security, the Chargee, each Receiver and each Delegate (acting solely, some acting together or all acting together) to be its attorney (with full powers of substitution and delegation) in its name and otherwise on its behalf, and as its act and deed to:
 - (i) execute, deliver and perfect any agreement or form, and take any action (including the making of registrations, filings or notifications), which the Additional Chargor is required to execute, deliver, perfect or take pursuant to the Original Deed or this Accession Deed whether for the purposes of perfecting the Security, or vesting the Charged Property in the Chargee, any Receiver, any Delegate, any nominee of any of the foregoing, or any purchaser; and
 - (ii) generally use its name in connection with the exercise of any rights under the Original Deed and this Accession Deed.

- (b) The Additional Chargor agrees that it will be deemed to have ratified and approved anything done by any attorney pursuant to the foregoing, and that all monies expended by any such attorney in its capacity as such will be deemed to form part of the Secured Liabilities.

7. MISCELLANEOUS

With effect from the date of this Accession Deed:

- (a) the Original Deed will be read and construed for all purposes as if the Additional Chargor had been an original party in the capacity of Chargor (but so that the Security created on this accession will be created on the date of this Accession Deed);
- (b) any reference in the Original Deed to this Accession Deed and similar phrases will include this Accession Deed and all references in the Original Deed to a Schedule to the Original Deed (or any part of it) will include a reference to the corresponding Schedule to this Accession Deed (or relevant part of it); and
- (c) the Company, for itself and as attorney and agent for the other Chargors under the Original Deed, agrees to all matters provided for in this Accession Deed.

8. GOVERNING LAW AND JURISDICTION

- (a) This Accession Deed and any non-contractual obligations arising out of or in connection with it are governed by the laws of England and Wales.
- (b) The Parties agree that the courts of England and Wales:
- (i) have exclusive jurisdiction to settle any dispute arising out of or in connection with this Accession Deed (including a dispute relating to the existence, validity or termination of this Accession Deed) or any non-contractual obligation arising out of or in connection with this Accession Deed (a “**Dispute**”); and
- (ii) are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- (c) Sub-clause (b) above is for the benefit of the Chargee only. The Chargee shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction, and to the extent allowed by law, may take concurrent proceedings in any number of jurisdictions.

THIS ACCESSION DEED has been executed and delivered as a deed on the date stated at the beginning of this Accession Deed.

Schedule		
Part 1	The Mortgaged Property	[●]
Part 2	Leases	[●]
Part 3	Licenses	[●]
Part 4	Plant and Machinery	[●]
Part 5	Contracts	[●]
Part 6	Insurance Policies	[●]

Execution Page to Accession Deed

IN WITNESS WHEREOF the Parties hereto have caused this Accession Deed to be executed and delivered as a deed the day and year first written above.

[EXECUTED and DELIVERED as a DEED BY

[•]

acting pursuant to a resolution of its board
of directors, by one director
in the presence of the following witnesses:

Director

Witness Sign:

Witness Name:

Witness Address:

Witness Occupation:

Witness Sign:

Witness Name:

Witness Address:

Witness Occupation:]

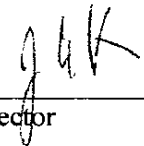
Execution Page to Debenture

IN WITNESS WHEREOF the Parties hereto have caused this Deed to be executed and delivered as a deed the day and year first written above.

The Original Chargors


**[EXECUTED and DELIVERED as a DEED BY
KEELINGS UK GROUP LIMITED**

acting pursuant to a resolution of its board
of directors, by one director
in the presence of the following witnesses:



Director

Witness Sign:



Witness Name:

LORRAINE KIRWAN
Practising Solicitor,

Witness Address:

Keelings,
FoodCentral,

Witness Occupation:

St. Margaret's,
Co. Dublin

Witness Sign:



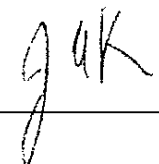
Witness Name: SEAN M'PARLAND

Witness Address: MULHGRANGE, GREENORE,
DUNPARK, CO. LOUTH

Witness Occupation: CHARTERED ACCOUNTANT

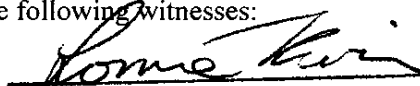
**EXECUTED and DELIVERED as a DEED BY
KEELINGS INTERNATIONAL LIMITED**

acting pursuant to a resolution of its board
of directors, by one director
in the presence of the following witnesses:



Director

Witness Sign:



Witness Name:

LORRAINE KIRWAN
Practising Solicitor,

Witness Address:

Keelings,
FoodCentral,

Witness Occupation:

St. Margaret's,
Co. Dublin.

Witness Sign:



Witness Name: SEAN M'PARLAND

Witness Address: MULHGRANGE, GREENORE,
DUNPARK, CO. LOUTH

Witness Occupation: CHARTERED ACCOUNTANT

**EXECUTED and DELIVERED as a DEED BY
KEELINGS FRESH INTERNATIONAL LIMITED**

acting pursuant to a resolution of its board
of directors, by one director
in the presence of the following witnesses:

Witness Sign:

Witness Name:

Witness Address:

Witness Occupation:

Witness Sign:


Witness Name:


Witness Address:

Witness Occupation:

GIVEN under the Common Seal of
KEELINGS (UK HOLDINGS) UC
and **DELIVERED** as a **DEED**

Director


LORRAINE KIRWAN
Practising Solicitor,
Keelings,
FoodCentral,
St. Margaret's,
Co. Dublin.


NICOLA SHIELS
7 WATERSIDE WAY
MALAHIDE
LEGAL SECRETARY


Director/Secretary

Director

The Chargee

SIGNED by _____
for and on behalf of
**THE GOVERNOR AND COMPANY
OF THE BANK OF IRELAND**
in the presence of:-

Signature of Witness: _____

Name of Witness: _____

Address of Witness: _____

Occupation of Witness: _____

of directors, by one director
in the presence of the following witnesses:

Director

Witness Sign:

Witness Name:

Witness Address:

Witness Occupation:

Witness Sign:

Witness Name:

Witness Address:

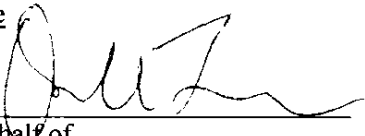
Witness Occupation:

GIVEN under the Common Seal of
KEELINGS (UK HOLDINGS) UC
and **DELIVERED** as a **DEED**

Director/Secretary

Director

The Chargee

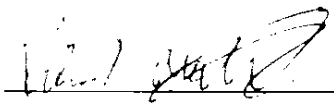
SIGNED by 
for and on behalf of
**THE GOVERNOR AND COMPANY
OF THE BANK OF IRELAND**
in the presence of:-

Signature of Witness:

Name of Witness:

Address of Witness:

Occupation of Witness:



Barbara Wickham

C/O. Reigate House, Reigate, Surrey

Housewife
