



Registration of a Charge

Company Name: **NOMAD FOODS EUROPE FINCO LIMITED**

Company Number: **05879462**



XCCM01KX

Received for filing in Electronic Format on the: **22/09/2023**

Details of Charge

Date of creation: **15/09/2023**

Charge code: **0587 9462 0009**

Persons entitled: **CREDIT SUISSE AG, LONDON BRANCH (AND ITS SUCCESSORS IN TITLE AND PERMITTED TRANSFEREES)**

Brief description:

Contains fixed charge(s).

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

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **LINKLATERS LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5879462

Charge code: 0587 9462 0009

The Registrar of Companies for England and Wales hereby certifies that a charge dated 15th September 2023 and created by NOMAD FOODS EUROPE FINCO LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 22nd September 2023 .

Given at Companies House, Cardiff on 26th September 2023

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



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

Certified that, save for material redacted pursuant to section 859G of the Companies Act 2006, this copy instrument is a correct copy of the original instrument.

EXECUTION VERSION

SUPPLEMENTAL DEBENTURE

Linklaters LLP

Dated 15 September 2023

20 September 2023

created by

THE COMPANIES NAMED IN SCHEDULE 1

as Chargors

in favour of

CREDIT SUISSE AG, LONDON BRANCH
acting as Security Agent

THIS DEED IS SUBJECT TO THE TERMS OF AN INTERCREDITOR AGREEMENT DATED 3 JULY 2014 (AS AMENDED AND/OR RESTATED FROM TIME TO TIME, INCLUDING PURSUANT TO THE AMENDMENT AND RESTATEMENT AGREEMENT DATED 28 APRIL 2017 BETWEEN, AMONG OTHERS, LISTCO, MIDCO AND THE SECURITY AGENT) BETWEEN, AMONGST OTHERS, THE CHARGORS AND THE SECURITY AGENT

Linklaters

Ref: L-296544

CONTENTS

CLAUSE	PAGE
1. Definitions and interpretation	1
2. Undertaking to pay	6
3. Creation of Security	6
4. Assignments	8
5. Floating Charge	10
6. Covenants as to Full Title Guarantee	11
7. Restrictions and further assurance	11
8. Real Property	13
9. Book Debts	14
10. Bank Accounts	15
11. Investments	16
12. Intellectual Property	17
13. Enforcement	18
14. Appointment and rights of Receivers	18
15. Security Agent's rights	19
16. Order of distributions	20
17. Liability of Security Agent, Receivers and Delegates	21
18. Power of Attorney	21
19. Protection of third parties	21
20. Saving provisions	22
21. Payments	24
22. Rights, amendments, waivers and determinations	24
23. Partial Invalidity	25
24. Separate and independent obligations	25
25. Indemnities separate	25
26. Exclusion of Legislation	26
27. Counterparts	26
28. Governing law	26
29. Jurisdiction	26

THE SCHEDULES

SCHEDULE	PAGE
SCHEDULE 1 The Chargors	27
SCHEDULE 2 Rights of Receivers	28
SCHEDULE 3 Group Shares	30
SCHEDULE 4 Intellectual Property	31
SCHEDULE 5 Notices	58

THIS DEED is dated 15 September 2023 and made between:

- (1) **THE COMPANIES** listed in Schedule 1 (*The Chargors*) as the chargors (the "**Chargors**"); and
- (2) **CREDIT SUISSE AG, LONDON BRANCH** (the "**Security Agent**"), as security agent for itself and each of the Secured Parties on the terms and conditions set out in the Intercreditor Agreement (as defined below).

Background

- (A) This Deed is entered into in connection with the Amendment and Restatement Agreement (as defined below).
- (B) The board of directors of each Chargor is satisfied that entering into this Deed would be most likely to promote the success of that Chargor for the benefit of its members as a whole and to the further benefit and advantage of that Chargor.
- (C) The Security Agent and each Chargor intend this document to take effect as a deed (even though the Security Agent only executes it under hand).
- (D) The Security Agent holds the benefit of this Deed on trust for the Secured Parties on the terms of the Secured Debt Documents (as defined below) and subject to the terms and conditions set out in the Intercreditor Agreement (as defined below).

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

"Acceleration Event" has the meaning given to that term in the Intercreditor Agreement.

"Administrator" means an administrator appointed under Schedule B1 to the Insolvency Act.

"Amendment and Restatement Agreement" means the amendment and restatement agreement dated 15 September 2023 in relation to the Original Facility Agreement between, among others, Nomad Foods Limited and the Security Agent.

"Assigned Agreements" means each agreement or instrument (other than the Insurances) assigned or purported to be assigned pursuant to Clause 4.1 (*Assignments*).

"Bank Accounts" of a Chargor means all current, deposit or other accounts (excluding any cash pooling accounts) with any bank or financial institution or other person which it now or in the future owns or (to the extent of its interest) in which it now or in the future has an interest and all balances now or in the future standing to the credit of those accounts (including interest) and the debts represented by them and includes any replacement, substitute or additional account from time to time whether by way of transfer of monies, redesignation, renumbering, or otherwise and any sub-account(s) of such accounts.

"Book Debts" of a Chargor means all book and other debts of any nature, and all other rights to receive money (excluding Bank Accounts), now or in the future due, owing or payable to it and the

benefit of all related negotiable instruments, rights, Security, guarantees and indemnities of any kind.

"Charged Assets" means the assets from time to time subject, or expressed to be subject, to the Charges or any part of those assets.

"Charges" means all or any of the Security created or expressed to be created by or pursuant to this Deed.

"Delegate" means a delegate or sub-delegate appointed under Clause 15.2 (*Delegation*).

"Existing Security Documents" means:

- (a) the debenture dated 17 July 2014 between the Chargors and the Security Agent;
- (b) the debenture dated 1 June 2015 between the Chargors and the Security Agent;
- (c) the debenture dated 2 November 2015 between the Chargors and the Security Agent;
- (d) the debenture dated 3 May 2017 between the Chargors and the Security Agent;
- (e) the supplemental debenture dated 24 June 2021 between the Chargors and the Security Agent;
- (f) the supplemental debenture dated 9 July 2021 between the Chargors and the Security Agent; and
- (g) the supplemental debenture dated 8 November 2022 between the Chargors and the Security Agent.

"Fixtures" means, in relation to all Real Property, all fixtures, fittings (including trade fixtures and fittings) and fixed plant, machinery and apparatus or equipment owned by any Chargor from time to time on or forming part of such Real Property, in each case to the extent a Chargor has any interest in the same.

"Group Shares" means all shares in the members of the Group incorporated in England and Wales and described in Schedule 3 (*Group Shares*) or, when used in relation to a particular Chargor, such of those shares as are specified against its name in Schedule 3 (*Group Shares*).

"Insolvency Act" means the Insolvency Act 1986.

"Insurances" of a Chargor means all third party asset insurance contracts and policies now or in the future taken out by or on behalf of it or (to the extent of its interest) in which it now or in the future has an interest and which, if a claim were made under that contract or policy, would be capable of triggering the provisions of clause 12.2 (*Disposal, insurance and Excess Cashflow*) of the Senior Secured Facilities Agreement.

"Intellectual Property" means all patents, designs, copyrights, rights in computer software, topographies, trade marks, service marks, brand and trading names, domain names, database rights, plant variety rights, rights in confidential information and know-how, and any associated or similar rights, which it now or in the future owns or (to the extent of its interest) in which it now or in the future has an interest, which as at the date of the Original Facility Agreement included the intellectual property described in Schedule 4 (*Intellectual Property*) (in each case whether

registered or unregistered and including any related licences and sub-licences of the same granted by it or to it ("**IP Licences**"), applications and rights to apply for the same) but not including any such rights over which Security cannot be granted under the terms of its underlying contractual or licensing arrangements.

"Intercreditor Agreement" means the intercreditor agreement between, among others, Nomad Foods Limited and the Security Agent, originally dated 3 July 2014 as amended and restated from time to time, including pursuant to an amendment and restatement agreement dated 28 April 2017 between, among others, Nomad Foods Limited and the Security Agent.

"Intra-Group Liabilities" means any Liabilities in relation to Financial Indebtedness owed by any member of the Group that is a Debtor to any Chargor which would also constitute Intra-Group Liabilities under the Intercreditor Agreement.

"Investments" of a Chargor means:

- (a) securities and investments of any kind (including shares, stock, debentures, units, depositary receipts, bonds, notes, commercial paper and certificates of deposit);
- (b) warrants, options or other rights to subscribe for, purchase or otherwise acquire securities and investments;
- (c) dividends, interest and distributions of any kind and any other sum received or receivable in respect of any such securities and investments;
- (d) all stocks, shares, securities (and the dividends or interest thereon), rights, money, allotments, benefits or property accruing or offered at any time by way of redemption, bonus, preference, option or subscription rights or otherwise to or in respect of any such securities or investments or in substitution, conversion or exchange for any such securities or investments;
- (e) all rights relating to any securities and investments 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
- (f) all other rights and assets attaching to, relating to, deriving from or exercisable by virtue of the ownership of any such securities or investments,

in each case now or in the future owned by it legally or beneficially or (to the extent of its interest) in which it now or in the future has an interest.

"IP Licences" has the meaning given to that term in the definition of Intellectual Property.

"Liabilities" means the Secured Obligations.

"LPA" means the Law of Property Act 1925.

"Mandatory Prepayment Account" has the meaning given to that term in the Senior Secured Facilities Agreement.

"Material Intellectual Property" means Intellectual Property which:

- (a) has a book value in the financial statements of the Group of more than £2,500,000; or
- (b) is material to the Group (taken as a whole).

"Material Real Property" means Real Property which:

- (a) has a book value in the financial statements of the Group of more than £2,500,000; or
- (b) is material to the Group (taken as a whole).

"Midco" means Nomad Foods Europe Midco Limited, a company incorporated in England and Wales with registered number 05879252.

"Notes Proceeds Loan" means the euro-denominated term loan made available under the loan agreement dated 24 June 2021 between, among others, Nomad Foods Bondco plc, as lender, and Midco, as borrower, pursuant to which Nomad Foods Bondco plc will on-lend to Midco an amount equal to the gross proceeds of the Original Senior Secured Notes.

"Original Facility Agreement" means the Senior Facilities Agreement originally dated 3 July 2014 as amended and restated from time to time, including on 8 November 2022 between, among others, Midco and the Security Agent.

"Party" means a party to this Deed.

"Permitted Debenture Transaction" means any transaction, arrangement, agreement, investment, security, disposal, acquisition, payment, distribution or other transactions permitted by or not prohibited by the Secured Debt Documents.

"Real Property" means freehold and leasehold property in England and Wales (in each case including any estate or interest therein, all buildings and structures thereon, all rights from time to time attached or relating thereto and all Fixtures from time to time therein or thereon).

"Receiver" means a receiver and manager or other receiver appointed in respect of all or any party of the Charged Assets and shall, if allowed by law, include an administrative receiver.

"Secured Debt Documents" means the Senior Secured Finance Documents and the Second Lien Debt Documents.

"Secured Obligations" has the meaning given to that term in the Intercreditor Agreement in respect of the Senior Secured Finance Documents and the Second Lien Debt Documents but excluding, for the avoidance of doubt, any Liabilities and other present and future obligations under any other Debt Document.

"Secured Parties" has the meaning given to that term in the Intercreditor Agreement.

"Senior Secured Facilities Agreement" means the Original Facility Agreement as amended and restated pursuant to the Amendment and Restatement Agreement.

"Winding-up" means winding up, amalgamation, reconstruction, administration, dissolution, liquidation, merger or consolidation or any analogous procedure or step in any jurisdiction.

1.2 Construction

- (a) Save as expressly defined in this Deed, capitalised terms defined in the Intercreditor Agreement shall have the same meaning when used in this Deed.

- (b) The Parties hereby agree and confirm that, for the purpose of construing the terms "Liabilities" and "Secured Obligations" in this Deed and in the Intercreditor Agreement any reference to "Credit Facility Finance Documents" and "Debt Documents" in the definition of "Secured Obligations" in clause 1.1 (*Definitions*) of the Intercreditor Agreement (whether any such term is used directly or is imported into the definition of "Secured Obligations" by virtue of its inclusion in the definition of other capitalised terms used directly or imported into the definition of "Secured Obligations"), shall, in each case, be construed so as to include the Senior Secured Facilities Agreement (as defined in this Deed) and the other Finance Documents (as defined in the Senior Secured Facilities Agreement (as defined in this Deed)).
- (c) In construing this Deed the provisions in clause 1.2 (*Construction*) of the Intercreditor Agreement shall apply to this Deed with all necessary changes.
- (d) Any reference in this Deed to a "**Secured Debt Document**" or any other agreement or instrument is a reference to that Secured Debt Document or other agreement or instrument as amended, novated, supplemented, extended, restated (however fundamentally and whether or not more onerous) or replaced and includes any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under that Secured Debt Document or other agreement or instrument.
- (e) Any reference in this Deed to any statutory provision includes any equivalent or analogous statutory provision under the laws of any other applicable jurisdiction.
- (f) References in this Deed to a "**mortgage**" or "**charge**" of any Real Property includes:
 - (i) the proceeds of sale of any part of that Real Property to the extent that the Chargor of that Real Property is entitled to the benefit of those proceeds; and
 - (ii) the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that Real Property to that Chargor or any moneys paid or payable in respect of those covenants.
- (g) No Secured Party shall be concerned to see or investigate the powers or authorities of any of the Chargors or their respective officers or agents, and moneys obtained or Liabilities incurred in purported exercise of such powers or authorities or by any person purporting to be a Chargor shall be deemed to form a part of the Liabilities, and "**Liabilities**" shall be construed accordingly.
- (h) "**continuing**" in relation to an Acceleration Event means that an Acceleration Event has occurred and the underlying notice has not been withdrawn by the relevant Agent or ceased to be continuing in accordance with the terms of the relevant Secured Debt Document.
- (i) Any reference in this Supplemental Debenture to the Charges being granted by way of "first fixed charge" shall be interpreted and construed so that it is in each case, subject to the Charges created under or pursuant to the Existing Security Documents (without prejudice to the fact that all monies received or recovered by the Security Agent or any received pursuant to this Supplemental Debenture or the Existing Security Documents shall be applied in accordance with the provisions of the Intercreditor Agreement).

1.3 **Disposition**

The terms of the Secured Debt Documents and of any side letters between the parties to this Deed in relation to the Secured Debt Documents (as the case may be) are incorporated in this Deed to the extent required for any contract for the disposition of land or any interest in land contained in this Deed to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

1.4 Third Party Rights

- (a) A person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Deed.
- (b) Notwithstanding any term of this Deed, the consent of any person who is not a Party is not required to rescind or vary this Deed at any time.

1.5 Intercreditor Agreement

This Deed shall be subject to the terms of the Intercreditor Agreement. If and to the extent any provision of this Deed is inconsistent with the provisions of the Intercreditor Agreement, the latter shall prevail.

2. UNDERTAKING TO PAY

2.1 Payment of Liabilities

Each Chargor, as primary obligor and not merely as surety, covenants with the Security Agent to pay or discharge the Liabilities on the date or dates on which such Liabilities are expressed to become due in accordance with the terms of the relevant Secured Debt Document or, if they do not specify a time for payment, immediately on demand by the Security Agent.

2.2 Proportionate payment

Each sum appropriated by the Security Agent in accordance with the Secured Debt Documents in or towards payment of a particular part of the Liabilities shall to the extent of that appropriation discharge each Chargor's obligations in respect of that part of the Liabilities both to any Secured Party to which the same is owed, and to the Security Agent.

3. CREATION OF SECURITY

3.1 Fixed security over Real Property

Each Chargor as continuing security for the payment, discharge and performance of the Liabilities (whether of that or any other Chargor) at any time owed or due to the Secured Parties (or any of them), charges in favour of the Security Agent (as trustee for itself and on behalf of the Secured Parties):

- (a) by way of mortgage, all Real Property, other than any leasehold properties where the consent of a third party is required for such mortgage to be granted. The Chargors are not obliged to obtain nor investigate the possibility of obtaining any such third party's consent; and
- (b) (to the extent the same is not the subject of an effective mortgage under paragraph (a) above) by way of fixed equitable charge, all other present and future Real Property wherever situated now or hereafter belonging to it other than any leasehold properties

where the consent of a third party is required for such fixed charge to be granted. The Chargors are not obliged to obtain nor investigate the possibility of obtaining any such third party's consent.

3.2 Fixed security over specific assets

Each Chargor as continuing security for the payment, discharge and performance of the Liabilities (whether of that or any other Chargor) at any time owed or due to the Secured Parties (or any of them), charges in favour of the Security Agent (as trustee for itself and on behalf of the Secured Parties) by way of fixed charge:

- (a) all its present and future plant, machinery, computers, vehicles, office or other equipment now or in the future owned by it and its interest in any plant, machinery, computers, vehicles, office or other equipment in its possession (but excluding for the time being any part of such Chargor's stock-in-trade or work-in-progress) and the benefit of all contracts, licences and warranties relating to them;
- (b) all its present and future Book Debts;
- (c) all its present and future Bank Accounts;
- (d) all its present and future goodwill;
- (e) all its present and future uncalled capital and, in the case of Nomad Foods Limited, the amount (if any) of the consideration agreed to be paid for any share in Nomad Foods Limited which remains unpaid;
- (f) all its Intellectual Property (including, without limitation, that described in Schedule 5 (*Intellectual Property*));
- (g) all its present and future beneficial interest in any pension fund; and
- (h) (by way of first fixed charge) all its all its right, title and interest from time to time in and to the Notes Proceeds Loan, to the extent not validly and effectively assigned under Clause 4.1 (*Assignments*).

3.3 Fixed security over Investments

Each Chargor as continuing security for the payment, discharge and performance of the Liabilities at any time owed or due to the Secured Parties (or any of them) charges in favour of the Security Agent (as agent and trustee for the Secured Parties) by way of fixed charge all Investments held now or in the future by it and/or any nominee on its behalf.

3.4 Omissions

- (a) The omission from Schedule 3 (*Group Shares*) of the details of any Investments owned or enjoyed by any Chargor shall not affect the validity or enforceability of the charges created by this Deed over such Investments.
- (b) The omission from Schedule 4 (*Intellectual Property*) of details of any Intellectual Property owned or enjoyed by a Chargor shall not affect the validity or enforceability of the charges created by this Deed over such Intellectual Property.

3.5 Fixed security over Mandatory Prepayment Account

Each Chargor, with full title guarantee and as security for the payment of all Liabilities, charges in favour of the Security Agent by way of fixed charge, the Mandatory Prepayment Account, all its present and future right, title and interest in or to the Mandatory Prepayment Account and all amounts (including interest) now or in the future standing to the credit of or accrued or accruing on the Mandatory Prepayment Account.

3.6 Intellectual Property and Fixed Assets

Subject to obtaining the Security Agent's prior written consent (not to be unreasonably withheld) whilst an Acceleration Event is continuing, notwithstanding the fixed charge created by Clause 3.2 (*Fixed security over specific assets*), each Chargor is entitled to deal with those assets, for the avoidance of doubt, including, without limitation, the IP Licences, in the ordinary course of its business or otherwise pursuant to a Permitted Debenture Transaction (including, without limitation, by allowing Intellectual Property to lapse if no longer material to its business) and if the fixed charge created by Clause 3.2 (*Fixed security over specific assets*) restricts a Chargor from doing so, such charge is released to the extent necessary.

4. ASSIGNMENTS

4.1 Assignments

Each Chargor as continuing security for the payment, discharge and performance of the Liabilities (whether of that or any other Chargor) at any time owed or due to the Secured Parties (or any of them), assigns and agrees to assign to the Security Agent (as trustee for itself and on behalf of the Secured Parties) absolutely all its right, title, interest and benefit (if any) in and to:

- (a) the Insurances;
- (b) the Intra-Group Liabilities; and
- (c) the Notes Proceeds Loan.

4.2 Assignment of proceeds, damages etc.

To the extent that any such right, title, interest or benefit described in Clause 4.1 (*Assignments*) above is not assignable or capable of assignment, such assignment purported to be effected by Clause 4.1 (*Assignments*) above shall operate as:

- (a) in the case of the Insurances, an assignment of any and all proceeds of present or future Insurances received by each Chargor; and
- (b) in the case of the Intra-Group Liabilities, the Notes Proceeds Loan and any Assigned Agreements, an assignment of any and all damages, compensation, remuneration, profit or income which any Chargor may derive from such Assigned Agreements or be awarded or entitled to in respect of such Assigned Agreements,

in each case as continuing security for the payment, discharge and performance of the Liabilities (whether of that or any other Chargor) at any time owed or due to the Secured Parties (or any of them).

4.3 Notices of assignment

- (a) If an Acceleration Event has occurred and is continuing each Chargor shall promptly give notice of each such assignment under Clause 4.1 (*Assignments*) above of its right, title and interest

(unless waived by the Security Agent) by sending an appropriate notice in the forms set out in either Parts I and II or Parts III and IV of Schedule 5 (*Notices*), with such amendments as the Security Agent may reasonably agree, duly completed to each of the other counterparties and shall use its reasonable endeavours for a period of 20 Business Days from the date of sending that notice to ensure that each recipient of any notice promptly signs and returns the form of acknowledgement requested under that notice.

- (b) Any such notice required in accordance with this Clause 4.3 to be given to any person which is also a Chargor, and the form of acknowledgment required in accordance with this Clause 4.3 to be given to the Security Agent by any person which is also a Chargor, need not actually be given, but this Deed and the Schedules and the execution of this Deed by such Chargor shall be deemed to constitute such notice or form of acknowledgement (as the case may be) with respect to the relevant assignment.

4.4 Notice of assignment in respect of Intra-Group Liabilities and the Notes Proceeds Loan

- (a) Each Chargor hereby gives notice to each other Chargor (a "**Counterparty**") of the Transaction Security over Intra-Group Liabilities and the Notes Proceeds Loan, as applicable, created pursuant to this Deed in favour of the Security Agent and the assignment under Clause 4.1 (*Assignments*), and confirms that, subject to the terms of the Secured Debt Documents, the Counterparty may continue to deal with it in relation to such Intra-Group Liabilities and/or the Notes Proceeds Loan until such Counterparty receives written notice to the contrary from the Security Agent at any time while an Acceleration Event is continuing (in which case such Counterparty shall deal only with the Security Agent in respect of such Intra-Group Liabilities and/or the Notes Proceeds Loan).
- (b) Each Counterparty agrees to the terms and acknowledges the notice under paragraph (a) above and confirms it has not received any notice that the Chargor has previously created any Security over any of its rights in respect of the Intra-Group Liabilities and/or the Notes Proceeds Loan owed by such Counterparty or created any other interest (whether by way of Transaction Security or otherwise) in the Intra-Group Liabilities and/or the Notes Proceeds Loan in favour of a third party.
- (c) For the avoidance of doubt the Security Agent may at any time if an Acceleration Event has occurred and is continuing serve written notice on a Counterparty as contemplated in paragraph (a) above, whereupon such Counterparty shall deal with such Intra-Group Liabilities and/or the Notes Proceeds Loan in such manner as the Security Agent may direct.

4.5 Exercise of rights under Assigned Agreements before Acceleration Event

Whilst no Acceleration Event is continuing:

- (a) the Security Agent shall permit the relevant Chargor to exercise all rights (including making and receiving any payments pursuant to Permitted Debenture Transactions) and deal with all counterparties under any Assigned Agreement to which it is party, provided that the exercise of such rights and such dealing in the manner proposed would not result in an Acceleration Event; and
- (b) any payments received by the Security Agent under or in respect of the Assigned Agreements by virtue of this Deed shall be paid by the Security Agent to the relevant Chargor for application subject to and in accordance with the Secured Debt Documents save to the extent required by the terms of the Secured Debt Documents to be applied

against any of the Liabilities (whether of that or any other Chargor) which are then due and payable (or which as a result of such receipt become due and payable).

4.6 Exercise of rights under Assigned Agreements after Acceleration Event

At any time while an Acceleration Event is continuing the Security Agent, the Receiver or an Administrator of the relevant Chargor shall be entitled to exercise all rights and deal with all counterparties under any Assigned Agreement either in its own name or in the name of the relevant Chargor or otherwise and in such manner and upon such terms and conditions as it thinks fit.

5. FLOATING CHARGE

5.1 Creation

Each Chargor, as continuing security for the payment, discharge and performance of the Liabilities at any time owed or due to the Secured Parties (or any of them), charges in favour of the Security Agent (as agent and trustee for the Secured Parties) by way of floating charge its undertaking and all its assets, of whatever type and wherever located, both present and future (including, without limitation, assets expressed to be charged by Clause 3 (*Creation of Security*)).

5.2 Ranking

The floating charge created by each Chargor under Clause 5.1 (*Creation*) ranks:

- (a) behind all the legal mortgages and fixed charges created by that Chargor; but
- (b) in priority to any other Security over the Charged Assets of that Chargor except for Security ranking in priority in accordance with paragraph (f) of Schedule 2 (*Rights of Receivers*) or Permitted Security (as such term is defined in the Senior Secured Facilities Agreement) or any Permitted Collateral Lien (as defined in the Senior Secured Notes Indenture).

5.3 Conversion by notice

Subject to Clause 5.5 (*Insolvency Act 2000, void provisions*), the Security Agent may, to the extent competent under applicable law, convert any floating charge into a fixed charge by notice to the relevant Chargor (specifying the relevant Charged Assets affected):

- (a) if it reasonably considers that any of the Charged Assets could reasonably be expected to be in jeopardy or in danger of being seized or sold pursuant to any form of legal process (in which case the floating charge shall only convert to a fixed charge and attach with respect to the relevant Charged Assets only); or
- (b) if it reasonably considers that it is necessary in order to protect the priority of the Security; and/or
- (c) while an Acceleration Event is continuing.

5.4 Automatic conversion

Subject to Clause 5.5 (*Insolvency Act 2000, void provisions*), and in addition to the circumstances in which the same will occur under general law, if:

- (a) a resolution is passed or an order is made for the Winding-up of such Chargor;
- (b) if any Chargor creates or attempts to create a trust over any of the Charged Assets secured by the floating charge granted by such Chargor pursuant to Clause 5.1 (*Creation*);

- (c) the holder of any other Security whether ranking in priority to or *pari passu* with or after the Charges contained in this Deed appoints an Administrator, an administrative receiver, receiver, manager or receiver and manager in respect of any Chargor (or its assets); or
- (d) any person takes any step to effect any expropriation, attachment, sequestration, distress or execution against any of those Charged Assets,

the floating charge created by that Chargor under this Deed over the Charged Assets shall (to the extent competent under applicable law) automatically and immediately (without any notice) be converted into fixed charges over such Charged Assets.

5.5 Insolvency Act 2000, void provisions

No floating charge granted by any Chargor pursuant to Clause 5.1 (*Creation*) shall, either by notice given by the Security Agent under Clause 5.3 (*Conversion by notice*) or automatically under Clause 5.4 (*Automatic conversion*), be converted into fixed charges over any Charged Assets or otherwise crystallise solely as a result of:

- (a) the obtaining of a moratorium by such Chargor; or
- (b) anything done by such Chargor with a view to obtaining a moratorium,

in each case under section 1A of and Schedule A1 to the Insolvency Act to the extent they are applicable to any Chargor.

5.6 Qualifying Floating Charge

- (a) The floating charges created by each Chargor pursuant to Clause 5.1 (*Creation*) are "qualifying floating charges" for the purposes of paragraph 14.2(a) of Schedule B1 to the Insolvency Act and paragraph 14 of Schedule B1 to the Insolvency Act shall apply to this Deed.
- (b) Paragraph 14 of Schedule B1 to the Insolvency Act shall apply to this Deed and the Security Agent may appoint an Administrator of such Chargor pursuant to that paragraph.

6. COVENANTS AS TO FULL TITLE GUARANTEE

Each mortgage, fixed charge, assignment and floating charge contained in or created pursuant to this Deed by each Chargor is made with full title guarantee.

7. RESTRICTIONS AND FURTHER ASSURANCE

7.1 Security

No Chargor shall create or permit to subsist any Security over any Charged Asset other than pursuant to a Permitted Debenture Transaction.

7.2 Disposal

No Chargor shall (nor shall any Chargor agree to) enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, transfer or otherwise dispose of any Charged Asset other than pursuant to a Permitted Debenture Transaction.

7.3 Further assurance

- (a) Each Chargor shall, subject to the terms of this Deed and the Intercreditor Agreement, promptly do whatever the Security Agent requires (acting reasonably):
- (i) to perfect or protect the Charges or the priority of the Charges, including in connection with any conversion pursuant to Clause 5.3 (*Conversion by notice*) or 5.4 (*Automatic conversion*);
 - (ii) without prejudice to paragraph (i), to perfect the fixed charge referred to in paragraph (f) of Clause 3.1 (*Fixed security over specific assets*) in any jurisdiction other than England and Wales where such fixed charge can be so perfected and provided that such perfection will not be required if the Secured Parties (acting reasonably) are satisfied that such perfection:
 - (A) would incur excessive expense for the Group relative to the value to the Secured Parties of such perfection;
 - (B) would result in a material liability for the Group in respect of Taxes;
 - (C) the value of such perfection would be immaterial to the Secured Parties in the context of the other Security provided to them at that time;
 - (D) would not be legally permissible; and/or
 - (E) would be contradictory to the Security Principles (as defined in the Senior Secured Facilities Agreement) under the Senior Secured Facilities Agreement; and/or
 - (iii) while an Acceleration Event is continuing, to facilitate the realisation of any or all of the Charged Assets or the exercise of any rights vested in the Security Agent, any Receiver, any Delegate or any Administrator including (without limitation) executing any transfer, conveyance, charge, assignment or assurance of the Charged Assets (whether to the Security Agent or its nominees or otherwise), making any registration and giving any notice, order or direction.
- (b) Any security document required to be executed by a Chargor pursuant to this Clause 7.3 will contain clauses corresponding to the provisions set out in this Deed and will be subject to the Intercreditor Agreement.

7.4 BVI security registrations

- (a) Nomad Foods Limited must deliver to the Security Agent, on the date of this Deed, a certified copy of the register of charges maintained by it under the BVI Business Companies Act 2004 which records particulars of the security created by it under this Deed in form and substance satisfactory to the Security Agent.
- (b) Within three Business Days of executing this Deed, Nomad Foods Limited must register, or assist the Security Agent to register, particulars of the security created by it under this Deed, in form and substance satisfactory to the Security Agent, with the BVI Registrar of Corporate Affairs in accordance with the BVI Business Companies Act 2004.
- (c) If a certificate of registration of charge issued by the BVI Registrar of Corporate Affairs relating to the security created by Nomad Foods Limited under this Deed is delivered to Nomad Foods

Limited or its registered agent, immediately upon receipt, Nomad Foods Limited must deliver (or procure delivery of) the certificate to the Security Agent.

7.5 Restrictions on further assurance and notices of security

- (a) Despite any other clause in this Deed but subject to paragraph (c) below, unless an Acceleration Event is continuing, the Secured Parties will not make or require anything (including the issuing of any notice to a third party) in order to perfect any Charge (or other Security) if doing so would have a material adverse effect on the ability of a Chargor to conduct its operations or business in the ordinary course as otherwise permitted (or, as the case may be, not prohibited) by the Senior Secured Facilities Agreement and each other Secured Debt Document.
- (b) Without prejudice to paragraph (a), unless an Acceleration Event has occurred and is continuing, the Secured Parties will not make or require anything (including the issuing of any notice to a third party) in order to perfect any Charge (or other Security) over:
 - (i) Bank Accounts where to do so would interfere with a Chargor's rights under Clause 10.2 (*Operation before Acceleration Event*);
 - (ii) Book Debts;
 - (iii) Intellectual Property; or
 - (iv) Real Property.
- (c) Notwithstanding anything in this clause, the Security Agent may at any time:
 - (i) to the extent competent under applicable law, convert any floating charge into a fixed charge by notice to the relevant Chargor in accordance with Clause 5.3 (*Conversion by notice*); and
 - (ii) take or require action to be taken to perfect the Security over the Mandatory Prepayment Account granted under Clause 3.5 (*Fixed security over Mandatory Prepayment Account*).

7.6 No Interest in BVI land

No Chargor will (or will permit any of its subsidiaries to) acquire an interest in any:

- (a) land located in the British Virgin Islands; or
- (b) shares, debt obligations or other securities of any body corporate which has an interest in any land located in the British Virgin Islands.

8. REAL PROPERTY

8.1 Acquisition

Each Chargor shall promptly notify the Security Agent of its acquisition of, or agreement to acquire, any Material Real Property.

8.2 Documents

Except to the extent that it has already done so, each Chargor shall, following an Acceleration Event which is continuing, as soon as reasonably practicable after a request by the Security Agent, deposit with the Security Agent and the Security Agent shall be entitled to hold, all title deeds and documents relating to that Chargor's Material Real Property.

8.3 **Real estate documentation**

Following an Acceleration Event which is continuing, the Chargors shall promptly upon request by the Security Agent, do all such acts (including the registration of any Real Property with the Land Registry) or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Agent may reasonably specify (and in such form as the Security Agent may reasonably require in favour of the Security Agent or its nominee(s)) and promptly deliver to the Security Agent, and the Security Agent shall be entitled to hold, such documents relating to the Chargors' Real Property as the Security Agent reasonably requires including any documents reasonably required in order for the Security Agent to facilitate the realisation of all or any part of the Real Property assets which are, or are intended to be, the subject of the Security.

8.4 **Title Information Document**

On completion of the registration of any Charge pursuant to this Clause 7.6, each Chargor shall promptly supply to the Security Agent a certified copy of the relevant Title Information Document issued by the Land Registry.

9. **BOOK DEBTS**

9.1 **Collection**

Subject to Clause 9.4 (*Proceeds*), each Chargor shall promptly collect all Book Debts in the ordinary course of its business and shall hold the proceeds of collection on trust for the Secured Parties.

9.2 **Payment into designated Bank Account(s)**

Each Chargor shall immediately pay all moneys received or receivable by it from any source (including all proceeds of collection of Book Debts) into a Bank Account or, if one or more Bank Accounts have been designated for this purpose by the Security Agent, the relevant Bank Account(s) (or, in each case, to such other person or to be applied in such other manner as constitutes a Permitted Debenture Transaction). The Security Agent may designate different Bank Accounts for different moneys.

9.3 **Restrictions on dealing with Book Debts**

Without prejudice and in addition to Clauses 7.1 (*Security*), 7.2 (*Disposal*) and 7.3 (*Further assurance*):

- (a) except for the Charges, no Chargor shall create or permit to subsist any Security over all or any part of any of its Book Debts other than pursuant to a Permitted Debenture Transaction; and
- (b) except as required by Clause 7.3 (*Further assurance*), no Chargor shall enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, factor, transfer or otherwise dispose of all or any part of any of its Book Debts other than pursuant to a Permitted Debenture Transaction.

9.4 **Proceeds**

Except while an Acceleration Event is continuing, the proceeds of the realisation of the Book Debts shall (subject to any restriction on the application of such proceeds contained in this Deed, the

Secured Debt Documents and the Intercreditor Agreement), upon such proceeds being credited to a Bank Account, be released from the fixed charge created pursuant to Clause 3.1 (*Fixed security over specific assets*) or Clause 5.3(a) and 5.3(b) (*Conversion by notice*) and the Chargor shall be entitled to withdraw such proceeds from such Bank Account **provided that** such proceeds shall continue to be subject to the floating charge created pursuant to Clause 5.1 (*Creation*) and the terms of this Deed.

9.5 Documents

- (a) Each Chargor shall promptly execute and/or deliver to the Security Agent such documents relating to such of its Book Debts as the Security Agent requires (acting reasonably).
- (b) Until an Acceleration Event is continuing, the Security Agent may not require the disclosure of any information from any party regarding any contractual arrangements underlying or constituting any of a Chargor's Book Debts.

9.6 Classes of Book Debts secured

Despite any other clause in this Deed, no Charge or other security interest is granted over any Book Debts of a Chargor that are incapable of being secured under the terms of the contract or arrangement constituting those Book Debts.

10. BANK ACCOUNTS

10.1 Notification of Bank Accounts

Each Chargor shall, within 10 Business Days of the date of any change in the details of any Bank Account existing as at the date of this Deed, deliver to the Security Agent details of each Bank Account maintained by it with any bank or financial institution.

10.2 Operation before Acceleration Event

Notwithstanding the fixed charge created by Clause 3.2(c) (*Fixed security over specific assets*), each Chargor shall prior to the occurrence of an Acceleration Event be entitled to receive, withdraw or otherwise transfer any credit balance from time to time on any Bank Account, subject to the terms of the Secured Debt Documents and the Intercreditor Agreement.

10.3 Operation after Acceleration Event

While an Acceleration Event is continuing, each Chargor shall not be entitled to receive, withdraw or otherwise transfer any credit balance from time to time on any Bank Account except with the prior written consent of the Security Agent.

10.4 Restrictions on dealing with Bank Accounts

Without prejudice and in addition to Clauses 7.1 (*Security*), 7.2 (*Disposal*) and 7.3 (*Further assurance*):

- (a) except for the Charges, no Chargor shall create or have outstanding any Security over all or any part of any of its Bank Accounts other than pursuant to a Permitted Debenture Transaction; and
- (b) except as required by Clause 7.3 (*Further assurance*), no Chargor shall enter into a single transaction or a series of transactions (whether related or not and whether voluntary or

involuntary) to transfer, assign or otherwise dispose of all or any part of any of its Bank Accounts other than pursuant to a Permitted Debenture Transaction.

10.5 Notices of assignment

Each Chargor shall upon request of the Security Agent at any time while an Acceleration Event is continuing, give notice of the Security created over its Bank Accounts to the banks or financial institutions with whom those Bank Accounts are held (unless waived by the Security Agent) by sending an appropriate notice in the form set out in Part V (*Security Account Notice of Charge*) of Schedule 5 (*Notices*), with such amendments as the Security Agent may reasonably agree, duly completed and shall use its reasonable endeavours for a period of 20 Business Days from the date of sending that notice to ensure that each recipient of any notice promptly signs and returns the form of acknowledgement requested under that notice.

10.6 Prior security interests of account banks

The Charges created by this deed over Bank Accounts are subject to any pre-existing security interest in favour of the account bank created either at law or in the standard terms and conditions of the account bank.

11. INVESTMENTS

11.1 Documents

- (a) On request of the Security Agent, each Chargor shall promptly deliver to the Security Agent, or as it directs, and the Security Agent shall be entitled to hold, all certificates and other documents of title or evidence of ownership in relation to the Group Shares or, while an Acceleration Event is continuing, the Group Shares and any other Investments.
- (b) Paragraph (a) of this Clause 11.1 above shall not apply to the extent that the Security Agent notifies a Chargor from time to time to the contrary or to the extent that Chargor has already done so in accordance with the terms of the Secured Debt Documents or the Existing Security Documents (to the extent the Parties have agreed that any certificate and other documents of title or evidence of ownership in relation to the Group Shares will be retained by the Security Agent notwithstanding the release of the Security constituted under the Existing Security Documents).

11.2 Voting before enforcement

At any time prior to the occurrence of an Acceleration Event which is continuing each Chargor shall be entitled to exercise or direct the exercise of the voting and other rights attached to any Investment as it sees fit, provided that:

- (a) it does so for a purpose not inconsistent with any Secured Debt Document; and
- (b) the exercise of or, as the case may be, the failure to exercise those rights would not have a material and adverse effect on the value of the relevant Investment or the ability of the Security Agent to realise any security interests and would not otherwise prejudice the interests of any Finance Party under any Secured Debt Document.

11.3 Voting after enforcement

At any time while an Acceleration Event is continuing:

- (a) the Security Agent or the Receiver shall be entitled to exercise or direct the exercise of the voting and other rights attached to any Investment; and
- (b) each Chargor shall comply or procure the compliance with any directions of the Security Agent or the Receiver in respect of the exercise of those rights and shall promptly execute and/or deliver to the Security Agent or the Receiver such forms of proxy as it requires with a view to enabling such person as it selects to exercise those rights.

11.4 Power of attorney

If the legal ownership of any Investment of a Chargor is not held in that Chargor's name, that Chargor shall, if reasonably requested by the Security Agent and in order to comply with that Chargor's obligations under this Deed, promptly deliver to the Security Agent an irrevocable power of attorney, expressed to be given by way of security and executed as a deed by the person in whose name that Investment is held. That power of attorney shall appoint the Security Agent, each Receiver, each Delegate and each Administrator of that Chargor as the attorney of the holder and shall be in such form as the Security Agent reasonably requires.

12. INTELLECTUAL PROPERTY

12.1 Acquisition

Each Chargor shall, on request of the Security Agent, provide to the Security Agent annually from the date hereof an updated version of Schedule 4 (*Intellectual Property*) showing additions of Material Intellectual Property and deletions of Material Intellectual Property from the previous version.

12.2 Documents

Following an Acceleration Event which is continuing, each Chargor shall:

- (a) deposit, as soon as reasonably practicable following a request from the Security Agent, and the Security Agent shall be entitled to hold, all certificates and documents relating to Material Intellectual Property as the Security Agent may reasonably require; and
- (b) promptly execute and/or deliver to the Security Agent such documents relating to its Material Intellectual Property as the Security Agent reasonably requires.

12.3 Intellectual Property – after the occurrence of an Acceleration Event

Notwithstanding the provisions of Clause 7.4 (*Restrictions on further assurance and notices of security*), in the case of its Material Intellectual Property, to the extent that it is registered or the subject of an application for registration in England and Wales and/or on any other supra-national registry (including, but not limited to, applications and registrations at European Union level, at the Office for Harmonization in the Internal Market, at the Community Plant Variety Office or any replacement bodies or at European Patent Convention level (such as at the European Patent Office or any replacement body) or with the World Intellectual Property Organisation), following an Acceleration Event which is continuing each Chargor shall, except to the extent that it has already done so:

- (a) promptly on request of the Security Agent apply to the relevant registration body to register the fixed charge created by paragraph (f) of Clause 3.2 (Fixed security over specific assets); and
- (b) promptly pay all applicable renewal, registration fees and other outgoings relating to Material Intellectual Property held by it,

or, if the Security Agent gives notice to such Chargor that the Security Agent will apply for registration of the Security granted herein, that Chargor shall promptly provide to the Security Agent all duly completed forms reasonably requested by the Security Agent and the full amount of all applicable registration fees.

12.4 Grant

Without prejudice to Clause 7.2 (*Disposal*), each Chargor, in relation to licensing, may only grant a non-exclusive registered user agreement or any non-exclusive licence in relation to any of its Material Intellectual Property other than pursuant to a Permitted Debenture Transaction.

13. ENFORCEMENT

13.1 When enforceable

As between the Chargors and the Security Agent the Charges shall be enforceable, and the powers conferred by Section 101 of the LPA as varied and extended by this Deed shall be exercisable, while an Acceleration Event is continuing.

13.2 Power of sale

The statutory power of sale, of appointing a Receiver and the other statutory powers conferred on mortgagees by Section 101 of the LPA as varied and extended by this Deed shall arise on the date of this Deed.

13.3 Section 103 LPA

Section 103 of the LPA shall not apply to this Deed.

14. APPOINTMENT AND RIGHTS OF RECEIVERS

14.1 Appointment of receivers

Subject to Clause 14.3 (*Insolvency Act 2000, void provisions*), if:

- (a) requested by any Chargor;
- (b) any corporate action, legal proceedings or other procedure or step is taken in relation to the administration of any Chargor; or
- (c) any other Acceleration Event is continuing (whether or not the Security Agent has taken possession of the Charged Assets),

without any notice or further notice, the Security Agent may, by deed, or otherwise in writing signed by any officer or manager of the Security Agent or any person authorised for this purpose by the Security Agent, appoint one or more persons to be a Receiver or an Administrator. The Security Agent may similarly remove any Receiver and appoint any person instead of any Receiver. If the

Security Agent appoints more than one person as Receiver, the Security Agent may give those persons power to act either jointly or severally.

14.2 Appointment of Administrators

Paragraph 14 of Schedule B1 to the Insolvency Act applies to this Deed and the Security Agent may appoint an Administrator of any Chargor pursuant to that paragraph.

14.3 Insolvency Act 2000, void provisions

The Security Agent may not appoint a Receiver solely as a result of:

- (a) the obtaining of a moratorium by any Chargor; or
- (b) anything done by any Chargor with a view to obtaining a moratorium,

in each case under section 1A of and Schedule A1 to the Insolvency Act to the extent they are applicable to any Chargor.

14.4 Scope of appointment

Any Receiver may be appointed Receiver of all of the Charged Assets or Receiver of a part of the Charged Assets specified in the appointment. In the latter case, the rights conferred on a Receiver as set out in Schedule 2 (*Rights of Receivers*) shall have effect as though every reference in that Schedule to any Charged Assets were a reference to the part of those assets so specified or any part of those assets.

14.5 Rights of Receivers

Any Receiver appointed pursuant to this Clause 14 shall have the rights, powers, privileges and immunities conferred by the Insolvency Act on administrative or other receivers duly appointed under the Insolvency Act, and shall also have the rights set out in Schedule 2 (*Rights of Receivers*).

14.6 Agent of Chargor

Any Receiver shall be the agent of the relevant Chargor for all purposes. That Chargor alone shall be responsible for the Receiver's contracts, engagements, acts, omissions, defaults and losses and for liabilities incurred by the Receiver.

14.7 Remuneration

The Security Agent may determine the remuneration of any Receiver and direct payment of that remuneration out of moneys he receives as Receiver. The relevant Chargor alone shall be liable for the remuneration and all other costs, losses, liabilities and expenses of the Receiver.

15. SECURITY AGENT'S RIGHTS

15.1 Same rights as Receiver

Any rights conferred by any Secured Debt Document upon a Receiver may be exercised by the Security Agent, or to the extent permitted by law, an Administrator after the Charges become enforceable, whether or not the Security Agent shall have taken possession or appointed a Receiver of the Charged Assets.

15.2 Delegation

The Security Agent may delegate in any manner to any person any right exercisable by the Security Agent under any Secured Debt Document. Any such delegation may be made upon such terms and conditions (including the power to sub-delegate) as the Security Agent thinks fit.

15.3 **Financial collateral arrangement**

To the extent that this Deed constitutes a "financial collateral arrangement" (as defined in the Financial Collateral Arrangements (No. 2) Regulations 2003 (the "**Financial Collateral Regulations**")) the Security Agent shall have the right (in each case in as long as such action is in accordance with the terms of the Intercreditor Agreement):

- (a) to use and dispose of any Charged Asset which constitutes "financial collateral" (as defined in the Financial Collateral Regulations ("**Financial Collateral**")), in which case the Security Agent shall comply with the requirements of the Financial Collateral Regulations as to obtaining "equivalent financial collateral" (as defined in the Financial Collateral Regulations);
- (b) (at any time after the Charges become enforceable) to appropriate any Charged Asset which constitutes Financial Collateral in or towards satisfaction of the Liabilities in accordance with the Financial Collateral Regulations; and
- (c) if the Security Agent is required to value any equivalent financial collateral or Financial Collateral for the purpose of paragraph (b) above, the value shall be:
 - (i) in the case of cash, its face value at the time of appropriation or set-off; and
 - (ii) in the case of financial instruments or other Financial Collateral, their market value at the time of appropriation or set-off as determined (after appropriation) by the Security Agent by reference to a public index or other applicable source recognised by both Midco and the Security Agent or at least the value given in a Fairness Opinion (as such term is defined the Intercreditor Agreement and the reference to "disposal" being read as "appropriation or set off"),

as converted, where necessary, into the currency in which the Secured Liabilities are denominated at a market rate of exchange prevailing at the time of appropriation or set-off selected by the Security Agent. The Parties agree that the methods of valuation set out in this paragraph (b) are commercially reasonable for the purpose of the Financial Collateral Regulations.

16. **ORDER OF DISTRIBUTIONS**

16.1 **Application of proceeds**

All amounts received or recovered by the Security Agent or any Receiver or Delegate in exercise of their rights under this Deed shall, subject to the rights of any creditors having priority by statute, be applied in the order provided in Clause 16.2 (*Order of distributions*).

16.2 **Order of distributions**

The order referred to in Clause 16.1 (*Application of proceeds*) is in accordance with clause 16 (*Application of proceeds*) of the Intercreditor Agreement.

17. LIABILITY OF SECURITY AGENT, RECEIVERS AND DELEGATES

17.1 Possession

If the Security Agent, any Receiver or any Delegate takes possession of the Charged Assets, it or he may at any time relinquish possession. Without prejudice to Clause 17.2 (*Security Agent's liability*), the Security Agent shall not be liable as a mortgagee in possession by reason of viewing or repairing any of the present or future assets of any Chargor.

17.2 Security Agent's liability

Neither the Security Agent nor any Receiver or Delegate shall (either by reason of taking possession of the Charged Assets or for any other reason and whether as mortgagee in possession or otherwise) be liable to any Chargor, any Secured Party or any other person for any costs, losses, liabilities or expenses relating to the realisation of any Charged Assets or from any act, default, omission or misconduct of the Security Agent, any Receiver, any Delegate or their respective officers, employees or agents in relation to the Charged Assets or in connection with the Secured Debt Documents except to the extent caused by its or his own gross negligence or wilful misconduct.

18. POWER OF ATTORNEY

18.1 Appointment

Each Chargor by way of security irrevocably appoints the Security Agent, every Receiver and every Delegate severally its attorney (with full power of substitution), on its behalf and in its name or otherwise, at such time and in such manner as the attorney thinks fit:

- (a) to, after the occurrence of an Acceleration Event which is continuing or if the Chargor has failed to comply within 10 Business Days of a request to do anything which that Chargor is obliged to do (but has not done) under any Secured Debt Document to which it is party (including to execute mortgages or charges over, transfers, conveyances, assignments and assurances of, and other instruments, notices, orders and directions relating to, the Charged Assets); and
- (b) to, after the occurrence of an Acceleration Event which is continuing, exercise any of the rights conferred on the Security Agent, any Receiver or any Delegate in relation to the Charged Assets or under any Secured Debt Document, the LPA or the Insolvency Act.

18.2 Ratification

Each Chargor ratifies and confirms and agrees to ratify and confirm whatever any such attorney shall reasonably do in the exercise or purported exercise of the power of attorney granted by it in Clause 18.1 (*Appointment*).

19. PROTECTION OF THIRD PARTIES

19.1 No duty to enquire

No person dealing with the Security Agent, any other Secured Party, any Receiver or any Delegate shall be concerned to enquire:

- (a) whether the rights conferred by or pursuant to any Secured Debt Document are exercisable;
- (b) whether any Liabilities are outstanding or have become payable;
- (c) whether any consents, regulations, restrictions or directions relating to such rights have been obtained or complied with;
- (d) otherwise as to the propriety or regularity of acts purporting or intended to be in exercise of any such rights; or
- (e) as to the application of any money borrowed or raised.

19.2 Protection to purchasers

All the protection to purchasers contained in Sections 104 and 107 of the LPA, Section 42(3) of the Insolvency Act or in any other applicable legislation shall apply to any person purchasing from or dealing with the Security Agent, any other Secured Party, any Receiver or any Delegate.

19.3 Receipts

The receipt of the Security Agent or any Receiver or Delegate shall be an absolute and a conclusive discharge to a purchaser and shall relieve him of any obligation to see to the application of any moneys paid to or by the direction of the Security Agent or the Receiver or Delegate.

20. SAVING PROVISIONS

20.1 Continuing Security

The Charges are continuing Security, are made for securing further advances and will extend to the ultimate balance of the Liabilities, regardless of any intermediate payment or discharge in whole or in part.

20.2 Reinstatement

If any payment by a Chargor or any discharge given by a Secured Party (whether in respect of the obligations of any Obligor or any security for those obligations or otherwise) is avoided or reduced as a result of insolvency or any similar event:

- (a) the liability of each Chargor and the Charges shall continue as if the payment, discharge, avoidance or reduction had not occurred; and
- (b) each Secured Party shall be entitled to recover the value or amount of that security or payment from each Chargor, as if the payment, discharge, avoidance or reduction had not occurred.

20.3 Waiver of defences

Neither the obligations of any Chargor under this Deed nor the Charges will be affected by an act, omission, matter or thing which, but for this Clause, would reduce, release or prejudice any of its obligations under any Secured Debt Document or any of the Charges (without limitation and whether or not known to it or any Secured Party) including:

- (a) any time, waiver or consent granted to, or composition with, any Obligor or other person;

- (b) the release of any other Obligor or any other person under the terms of any composition or arrangement with any creditor of any member of the Group;
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce any rights against, or security over assets of, any Obligor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of an Obligor or any other person;
- (e) any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of a Secured Debt Document or any other document or security, including without limitation, any change in the purpose of any extension of or any increase in any facility or the addition of any new facility under any Security Document or any other document or security;
- (f) any unenforceability, illegality or invalidity of any obligation of any person under any Secured Debt Document or any other document or security; or
- (g) any insolvency or similar proceedings.

20.4 Immediate recourse

Each Chargor waives any right it may have of first requiring any Secured Party (or any trustee or agent on its behalf) to proceed against or enforce any other rights or security or claim payment from any person before claiming from that Chargor under this Deed. This waiver applies irrespective of any law or any provision of a Secured Debt Document to the contrary.

20.5 Appropriations

Until all the Liabilities have been irrevocably paid in full and all facilities which might give rise to Liabilities have terminated, each Secured Party (or any trustee or agent on its behalf) may:

- (a) refrain from applying or enforcing any other moneys, security or rights held or received by that Secured Party (or any trustee or agent on its behalf) in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and no Chargor shall be entitled to the benefit of the same; and
- (b) hold in an interest-bearing suspense account any moneys received from any Chargor or on account of any Chargor's liability under this Deed.

20.6 Deferral of Chargors' rights

Until all the Liabilities have been irrevocably paid in full and all facilities which might give rise to Liabilities have terminated and unless the Security Agent otherwise directs, no Chargor will exercise any rights which it may have by reason of performance by it of its obligations under the Secured Debt Documents:

- (a) to be indemnified by an Obligor;
- (b) to claim any contribution from any other Chargor or any other guarantor of any Obligor's obligations under the Secured Debt Documents; and/or

- (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Secured Parties under the Secured Debt Documents or of any guarantee or other security taken pursuant to, or in connection with, the Secured Debt Documents by any Secured Party;
- (d) to exercise any right of set-off against any Obligor; and/or
- (e) to claim or prove as a creditor of any Obligor in competition with any Secured Party.

If a Chargor receives any benefit, payment or distribution in relation to such rights it shall hold that benefit, payment or distribution to the extent necessary to enable all amounts which may be or become payable to the Secured Parties by the Obligors under or in connection with the Secured Debt Documents to be repaid in full on trust for the Secured Parties and shall promptly pay or transfer the same to the Security Agent or as the Security Agent may direct for application in accordance with Clause 16 (*Order of distributions*).

20.7 Additional Security

The Charges are in addition to and are not in any way prejudiced by any other guarantees or security now or subsequently held by any Secured Party.

20.8 Tacking

Each Secured Party shall comply with its obligations under the Secured Debt Documents (including any obligation to make further advances).

21. PAYMENTS

21.1 Demands

Any demand for payment made by any Secured Party shall be valid and effective even if it contains no statement of the relevant Liabilities or an inaccurate or incomplete statement of them.

21.2 Continuation of accounts

At any time after:

- (a) the receipt by any Secured Party of notice (either actual or otherwise) of any subsequent Security affecting any of the Charged Assets of any Chargor; or
- (b) the passing of a resolution in relation to the Winding-up of any Chargor,

any Secured Party may open a new account in the name of that Chargor with that Secured Party (whether or not it permits any existing account to continue). If that Secured Party does not open such a new account, it shall nevertheless be treated as if it had done so when the relevant event occurred. No moneys paid into any account, whether new or continuing, after that event shall discharge or reduce the amount recoverable pursuant to any Secured Debt Document to which that Chargor is party.

21.3 Joint and several liability

The liability of each Chargor under this Deed shall be joint and several. Each agreement and undertaking of any Chargor shall be construed accordingly.

22. RIGHTS, AMENDMENTS, WAIVERS AND DETERMINATIONS

22.1 Ambiguity

Where there is any ambiguity or conflict between the rights conferred by law and those conferred by or pursuant to any Secured Debt Document, the terms of that Secured Debt Document shall prevail.

22.2 Remedies and waivers

No failure to exercise, nor any delay in exercising, on the part of any Secured Party, Receiver or Delegate, any right or remedy under any Secured Debt Document shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in the Secured Debt Documents are cumulative and not exclusive of any rights or remedies provided by law, including the right to appoint an Administrator under the Insolvency Act.

22.3 Determinations

Any certification or determination by any Secured Party or any Receiver or Delegate under any Secured Debt Document is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

23. PARTIAL INVALIDITY

If, at any time, any provision of the Secured Debt Documents is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

24. SEPARATE AND INDEPENDENT OBLIGATIONS

- (a) Subject to paragraph (b) below, the Security created by each Chargor by or in connection with any Secured Debt Document is separate from and independent of the Security created or intended to be created by any other Chargor by or in connection with this Deed.
- (b) Any reference in this Deed to a "Chargor" in relation to any Charged Asset is, if that Chargor holds any right, title or interest in that Charged Asset jointly with any other Chargor, a reference to those Chargors jointly.

25. INDEMNITIES SEPARATE

Each indemnity in each Secured Debt Document shall:

- (a) constitute a separate and independent obligation from the other obligations in that or any other Secured Debt Document;
- (b) give rise to a separate and independent cause of action;
- (c) apply irrespective of any indulgence granted by any Secured Party;
- (d) continue in full force and effect despite any judgment, order, claim or proof for a liquidated amount in respect of any Liability or any other judgment or order; and

- (e) apply whether or not any claim under it relates to any matter disclosed by any Chargor or otherwise known to any Secured Party.

26. **EXCLUSION OF LEGISLATION**

To the extent permitted by law, all legislation which (directly or indirectly):

- (a) lessens, varies or affects any obligation of any Chargor under this Deed; or
- (b) delays, prevents or prejudicially affects the exercise by the Security Agent or any Receiver of any right, power or remedy under this Deed,

is excluded from this Deed.

27. **COUNTERPARTS**

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

28. **GOVERNING LAW**

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

29. **JURISDICTION**

29.1 **Jurisdiction of English courts**

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed or any non-contractual obligations arising out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed) (a "**Dispute**").
- (b) The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- (c) This Clause 29.1 is for the benefit of the Secured Parties only. As a result, the Secured Parties shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, each Secured Party may take concurrent proceedings in any number of jurisdictions.

IN WITNESS WHEREOF this Deed has been duly executed and delivered as a deed on the date stated at the beginning of this Deed.

SCHEDULE 1
THE CHARGORS

No	Name of Chargor	Registration number (or equivalent, if any)
1.	Nomad Foods Limited	1818482
2.	Nomad Foods Europe Holdings Limited	05879473
3.	Nomad Foods Europe Holdco Limited	05879245
4.	Nomad Foods Europe Finco Limited	05879462
5.	Nomad Foods Europe Midco Limited	05879252
6.	Nomad Foods Bondco plc	09094345
7.	Nomad Foods Europe Limited	05879466
8.	Birds Eye Limited	00343496
9.	Nomad Foods Europe IPco Limited	05894145
10.	Nomad Foods Europe Finance Limited	07101059

SCHEDULE 2

RIGHTS OF RECEIVERS

Any Receiver appointed pursuant to Clause 13 (*Appointment and Rights of Receivers*) shall have the right, either in his own name or in the name of the relevant Chargor or otherwise and in such manner and upon such terms and conditions as the Receiver thinks fit, and either alone or jointly with any other person:

Enter into possession

to take possession of, get in and collect the Charged Assets, and to require payment to him or to any Secured Party of any Book Debts or credit balance on any Bank Account;

Carry on business

to manage and carry on any business of that Chargor;

Contracts

to enter into any contract or arrangement and to perform, repudiate, rescind or vary any contract or arrangement to which that Chargor is a party;

Deal with Charged Assets

to sell, transfer, assign, exchange, hire out, lend or otherwise dispose of or realise the Charged Assets (including any Fixtures, which may be sold separately from the related Real Property) to any person (including a new company formed pursuant to paragraph (e) (*Hive down*)) either by public offer or auction, tender or private contract and for a consideration of any kind (which may be payable or delivered in one amount or by instalments spread over a period or deferred);

Hive down

to form a new company and to subscribe for or acquire (for cash or otherwise) any investment in or of the new company and to sell, transfer, assign, exchange and otherwise dispose of or realise any such investments or part thereof or any rights attaching thereto;

Borrow money

to borrow or raise money either unsecured or on the security of the Charged Assets (either in priority to the Charges or otherwise);

Covenants and guarantees

to enter into bonds, covenants, guarantees, indemnities and other commitments and to make all payments needed to effect, maintain or satisfy them;

Dealings with tenants

to grant leases, tenancies, licences and rights of user, grant renewals and accept surrenders of leases, tenancies, licences or rights of user, and otherwise to reach agreements and make arrangements with, and to make allowances to, any lessees, tenants or other persons (including a new company formed pursuant to paragraph (e) (*Hive down*)) from whom any rents and profits may be receivable (including those relating to the grant of any licences, the review of rent in

accordance with the terms of, and the variation of, the provisions of any leases, tenancies, licences or rights of user affecting the Charged Assets);

Rights of ownership

to manage and use the Charged Assets and to exercise and do (or permit that Chargor or any nominee of it to exercise and do) all such rights and things as the Receiver would be capable of exercising or doing if he were the absolute beneficial owner of the Charged Assets;

Insurance, repairs, improvements etc.

to insure the Charged Assets, to carry out decorations, repairs, alterations, improvements and additions to the Charged Assets (including the development or redevelopment of any Real Property) and to purchase or otherwise acquire or do anything in connection with the Charged Assets;

Claims

to settle, adjust, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands with or by any person who is or claims to be a creditor of that Chargor or relating to the Charged Assets;

Legal actions

to bring, prosecute, enforce, defend and abandon actions, suits and proceedings in relation to the Charged Assets or any business of that Chargor;

Redemption of Security

to redeem any Security (whether or not having priority to the Charges) over the Charged Assets and to settle the accounts of any person with an interest in the Charged Assets;

Employees etc.

to appoint, hire and employ officers, employees, contractors, agents, advisors and others and to discharge any such persons and any such persons appointed, hired or employed by that Chargor;

Insolvency Act

to exercise all powers set out in Schedule 1, Schedule B1 or (in the case of a Scottish Receiver) Schedule 2 to the Insolvency Act as now in force (whether or not in force at the date of exercise and whether or not the Receiver is an administrative receiver) and any powers added to Schedule 1, Schedule B1 or Schedule 2, as the case may be, after the date of this Deed; and

Other powers

to do anything else he may think fit for the realisation of the Charged Assets or incidental to the exercise of any of the rights conferred on the Receiver under or by virtue of any Secured Debt Document to which the relevant Chargor is party, the LPA or the Insolvency Act.

SCHEDULE 3
GROUP SHARES

No	Chargor	Name of company in which Shares are held
1.	Nomad Foods Limited	Nomad Foods Europe Holdings Limited
2.	Nomad Foods Europe Holdings Limited	Nomad Foods Europe Holdco Limited
3.	Nomad Foods Europe Holdco Limited	Nomad Foods Europe Finco Limited
4.	Nomad Foods Europe Finco Limited	Nomad Foods Europe Midco Limited
5.	Nomad Foods Europe Midco Limited	Nomad Foods Bondco plc Nomad Foods Europe Limited
6.	Nomad Foods Europe Limited	Birds Eye Limited Nomad Foods Europe IPco Limited Nomad Foods Europe Finance Limited
7.	Birds Eye Limited	Nomad Foods International Limited

SCHEDULE 4
INTELLECTUAL PROPERTY

Patents

CASE NUMBER AND COUNTRY	APPLICATION NO.	FILING DATE	GRANT NO.	ISSUE DATE
F3021(C), United Kingdom	94908342.2	17-Feb-94	686002	23-Apr-97
F3137(C), United Kingdom	97932785.5	03-Jul-97	912750	21-May-03
F3137(C), Ireland, Republic of	97932785.5	03-Jul-97	912750	21-May-03
F3216(C), United Kingdom	9915211.8	29-Jun-99	2338880	28-May-03
F3285(C), United Kingdom	02251681.9	08-Mar-02	1249171	14-June-06
F3318(C), United Kingdom	03255692	11-Sept-03	1407671	07-Jun-06

Project Name	Nomad Ref.	HLK Ref.	Brief description of invention	Jurisdiction	Patent application No.	Patent filing date	Priority date	Publication No.	Grant date	Patent No.	Status	Notes
A frozen food product and method of preparing a frozen food product	7	P139913GBEP/ ILF		United Kingdom		23-Mar-10	23-Mar-10	2371227		2371227	Granted	
	11b	P139914GB00/ ILF		United Kingdom	1609761	03-Jun-16	03-Jun-16	2550970	09-Sep-20	2550970	Granted	
	9a	P139915GB00/ ILF		United Kingdom	1315700.3	04-Sep-13	04-Sep-13	2517919	16-Sep-15	2517919	Granted	
New process for sealing polyethylene packaging using knurled jaws	Please advise	P140963GB00/ AJD	New process for sealing polyethylene packaging	United Kingdom	2010534.2	09-Jul-20	09-Jul-20				Pending	
Project Dory	Fishless fish analogue - GB1	P142643GB00/ ILF	Plant based fishless fish analogue	United Kingdom	2105921.7	26-Apr-21	26-Apr-21				Pending	Patent filing strategy for this project being considered

Project Dory	Plant based meat or fish lacking methylcellulose - GB1	P142644GB00/ILF	Plant based meat or fish analogue lacking methylcellulose/cellulose derivatives	United Kingdom	2105928.2	26-Apr-21	26-Apr-21	Pending	Patent filing strategy for this project being considered
Project Montblanc	Enhance coating experience	P142694GB00/ASG		United Kingdom				Not yet filed	Currently awaiting pre-filing search results

UK PVRs, created by cloning EU PVRs

Granted PVR No.	HLK ref:	Your ref:	Grant date	Deadlines
Granted Community PVR 2000/0750	P140952GBEU00	2033-0515CPV	18 December 2000	2nd year renewal fee: 1 November 2021
Granted Community PVR 2000/0752	P140953GBEU00	2033-0521CPV	18 December 2000	2nd year renewal fee: 1 November 2021
Granted Community PVR 2005/0450	P140954GBEU00	2033-0525CPV	19 February 2017	2nd year renewal fee: 1 January 2022





EU PVRs (handled by HLK's Munich office HL Kempner)


Granted PVR No.	HLK ref:	Your ref:	Grant date	Deadlines
Granted Community PVR 2000/0750	P140952EU00	2033-0515CPV	18 December 2000	2nd year renewal fee: 1 November 2021
Granted Community PVR 2000/0752	P140953EU00	2033-0521CPV	18 December 2000	2nd year renewal fee: 1 November 2021
Granted Community PVR 2005/0450	P140954EU00	2033-0525CPV	19 February 2017	2nd year renewal fee: 1 January 2022





We understand that Nomad has other UK PVRs for which Nomad's external consultant, Andrew Whiting, is responsible.

Nomad ref:	Name	Country	AFP No. / Grant No.
2033-0513	Swallow	GB	11/574 / 6800
2033-0514	Swallow	GB	11/574
2033-0519	Kite	GB	11/600 / 7050
2033-0520	Kite	GB	11/600
2033-0524	Peregrine	GB	11/662




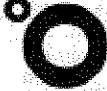
Registered Designs



TITLE	Design	APPLICATION NO.	GRANT NO.	JURISDICTIONS	FILING DATE	STATUS	Current Owner (as appears on Register)
Chicken lockup design		003802891-0001	003802891-0001	EU	16/03/2017	Registered	Nomad Foods Europe Limited
Chicken lockup design		003802891-0002	003802891-0002	EU	16/03/2017	Registered	Nomad Foods Europe Limited
Chicken lockup design		003802891-0003	003802891-0003	EU	16/03/2017	Registered	Nomad Foods Europe Limited
Chicken lockup design		003802891-0004	003802891-0004	EU	16/03/2017	Registered	Nomad Foods Europe Limited


TITLE	Design	APPLICATION NO.	GRANT NO.	JURISDICTIONS	FILING DATE	STATUS	Current Owner (as appears on Register)
Chicken lockup design		003802891-0005	003802891-0005	EU	16/03/2017	Registered	Nomad Foods Europe Limited
	Unable to determine the nature of the design until it is registered and so becomes published	003169937-0001 - 0004		EU	03/06/2016	Registered and subject to deferment	NOMAD FOODS EUROPE IPCO LIMITED

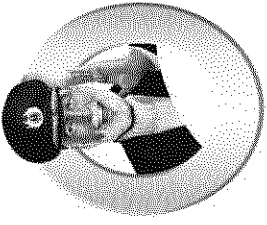
Country	Trade Mark	Device	App Date	App No	RegD ate	Reg No	RenDe adine	Status	HL Ref	Owne r
United Kingdom	DE PRIMERO, VERDURAS Design		02/09/2019	00679436 8-0001	02/09/2019	9.00679E+ 13	02/09/2024	Granted/Registered	D101855G BEU00	Findus Sverige Aktiebolag
United Kingdom	DE PRIMERO, FINDUS Design		02/09/2019	00679436 8-0002	02/09/2019	90067943 680002	02/09/2024	Granted/Registered	D101855G BEU01	Findus Sverige Aktiebolag
United Kingdom	Packaging for foodstuffs - 0003		04/02/2011	00181695 0-0003	04/02/2011	90018169 500003	04/02/2026	Granted/Registered	D101797G BEU01	Nomadic Foods Europe Limited
United Kingdom	Packaging for foodstuffs - 0004		04/02/2011	00181695 0-0004	04/02/2011	90018169 500004	04/02/2026	Granted/Registered	D101797G BEU02	Nomadic Foods Europe

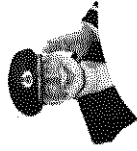
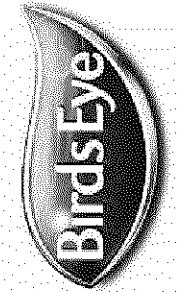
Trade Marks


Official No.	Device	Title	Classes	Status	Filing Date	Registration Date	Next Renewal Date	Country	Current Owner (as appears on Register)
015825128		CAPITAN	29, 30, 35, 43	Registered	13/09/2016	10/04/2017	13/09/2026	EU	Nomad Foods Europe Limited
DE302016005437		SENSORY MARK	29, 30, 35, 43	Registered	24/02/2016	19/04/2016	24/02/2026	Germany	Nomad Foods Europe Limited
3216899		Chicken Lock-up Device	29	Published	06/03/2017	n/a	n/a	UK	Nomad Foods Europe Limited
014285308	Nomad Foods	NOMAD FOODS and DESIGN	29, 30, 35	Application opposed	23/06/2015	n/a	n/a	EU	Nomad Foods Limited
014285316		NOMAD FOODS	29, 30, 35	Application opposed	23/06/2015	n/a	n/a	EU	Nomad Foods Limited
014285324		Design only	29, 30, 35	Registered	23/06/2015	07/10/2016	23/06/2025	EU	Nomad Foods Limited
86-687393	Nomad Foods	NOMAD FOODS (STYLISTED)	29, 30, 35	Suspended	08/07/2015	n/a	n/a	US	Nomad Foods Limited

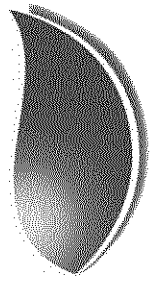
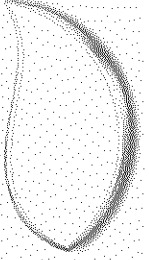

86-687377		NOMAD FOODS	29, 30, 35	Suspended	08/07/2015	n/a	n/a	US	Nomad Foods Limited
86-687401		O and DESIGN	29, 30, 35	Published	08/07/2015	n/a	n/a	US	Nomad Foods Limited
17418643	Nomad Foods	NOMAD FOODS (STYLISTED)	29	Registered	13/07/2015	27/07/2016	27/10/2026	China	Nomad Foods Limited
17418596		NOMAD FOODS	29	Registered	13/07/2015	07/11/2016	06/11/2026	China	Nomad Foods Limited
17419115		NOMAD FOODS	30	Registered	13/07/2015	28/10/2016	27/10/2026	China	Nomad Foods Limited
17419101	Nomad Foods	NOMAD FOODS (STYLISTED)	30	Registered	13/07/2015	28/10/2016	27/10/2026	China	Nomad Foods Limited
46577		IGLO	3,5,29,30, 31,32	Registered/ Granted	28/09/1960	17/10/1961	17/10/2021	Austria	Iglo Nederland B.V.
217961		IGLO MARCHFELD Device	29,30,31	Registered/ Granted	19/04/2004	17/06/2004	17/06/2024	Austria	Iglo Nederland B.V.
862561		IGLO	5, 29, 30, 31, 32, 43	Registered/ Granted	01/05/2009	10/08/2009	01/05/2019	Benelux	Iglo Foods Group Limited
59155		IGLO	29,30,32	Registered/ Granted	31/12/1971	31/12/1971	31/12/2018	Benelux	Iglo Foods Group Limited
551164		BIRDS EYE	5, 29, 30, 32	Registered/ Granted	12/10/1971	12/10/1971	12/10/2018	Benelux	Iglo Foods Group Limited



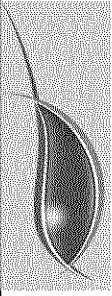
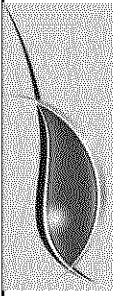
Official No.	Device	Title	Classes	Status	Filing Date	Registration Date	Next Renewal Date	Country	Current Owner (as appears on Register)
5683651		FROZEN FISH INTERNATIONAL	29,30,31	Registered/Granted	30/01/2007	28/02/2008	30/01/2027	European Community	Frozen Fish International GmbH
5683669		FROZEN FISH INTERNATIONAL & Fish Logo	29,30,31	Registered/Granted	30/01/2007	13/03/2008	30/01/2027	European Community	Frozen Fish International GmbH

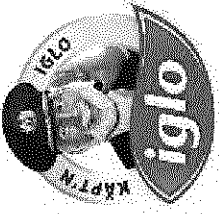
Official No.	Device	Title	Classes	Status	Filing Date	Registration Date	Next Renewal Date	Country	Current Owner (as appears on Register)
10142594		CAPTAIN (new device with porthole)	29, 30, 43	Registered/Granted	21/07/2011	20/01/2012	21/07/2021	European Community	Iglo Foods Group Limited

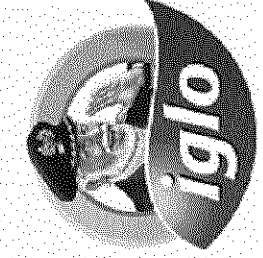
10142636		CAPTAIN (new device)	29, 30, 43	Registered/ Granted	21/07/2011	21/12/2011	21/07/2021	European Community	Iglo Foods Group Limited
5769427		BIRDS EYE in Lozenge Device (sun & Corn)	29,30	Registered/ Granted	19/03/2007	28/02/2008	19/03/2027	European Community	Iglo Foods Group Limited


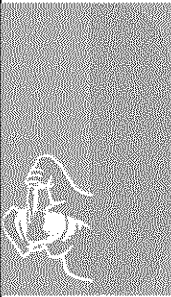
Official No.	Device	Title	Classes	Status	Filing Date	Registration Date	Next Renewal Date	Country	Current Owner (as appears on Register)
8961609			29, 30, 43	Registered/ Granted	17/03/2010	20/09/2010	17/03/2020	European Community	Iglo Foods Group Limited
5740238		IGLO	29,30	Registered/ Granted	07/03/2007	25/02/2008	07/03/2027	European Community	Iglo Foods Group Limited
9960386		IGLO	29, 30, 35, 43	Registered/ Granted	11/05/2011	11/11/2011	11/05/2021	European Community	Iglo Foods Group Limited
9314261		IGLO	29, 30, 43	Registered/ Granted	13/08/2010	19/10/2012	13/08/2020	European Community	Iglo Foods Group Limited
1177534		CAPTAIN	29,30	Registered/ Granted	19/05/1999	22/03/2004	19/05/2019	European Community	Iglo Foods Group Limited

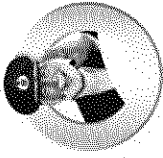
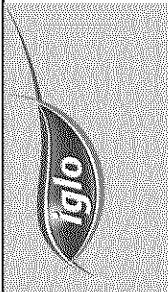
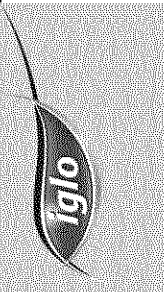
9314361		CAPTAIN	29, 30, 43	Registered/ Granted	13/08/2010	10/09/2012	13/08/2020	European Community	Iglo Foods Group Limited
9314394		CAPTAIN IGLO	29, 30, 43	Registered/ Granted	13/08/2010	25/03/2011	13/08/2020	European Community	Iglo Foods Group Limited
9314428		CAPTAIN BIRDS EYE	29, 30, 43	Registered/ Granted	13/08/2010	25/03/2011	13/08/2020	European Community	Iglo Foods Group Limited
007597198		Red and Yellow Lozenge Device	29, 30, 43	Registered/ Granted	12/02/2009	12/01/2010	12/02/2019	European Community	Iglo Foods Group Limited
007593353		Transparen t Lozenge Device	29, 30, 43	Registered/ Granted	11/02/2009	12/01/2010	11/02/2019	European Community	Iglo Foods Group Limited
Official No.	Device	Title	Classes	Status	Filing Date	Registration Date	Next Renewal Date	Country	Current Owner (as appears on Register)
9757071		Iglo (new b&w lozenge)	29, 30, 43	Registered/ Granted	22/02/2011	01/07/2011	22/02/2021	European Community	Iglo Foods Group Limited

9757031		New lozenge device (b&w)	29, 30, 43	Registered/Granted	22/02/2011	01/07/2011	22/02/2021	European Community	Iglo Foods Group Limited
9756628		BIRDS EYE (new b & w logo)	29, 30, 43	Registered/Granted	22/02/2011	01/07/2011	22/02/2021	European Community	Iglo Foods Group Limited
9691106		Everyday lozenge (colour)	29, 30, 43	Registered/Granted	27/01/2011	05/07/2011	27/01/2021	European Community	Iglo Foods Group Limited
Official No.	Device	Title	Classes	Status	Filing Date	Registration Date	Next Renewal Date	Country	Current Owner (as appears on Register)
9690744		Premier lozenge (colour)	29, 30, 43	Registered/Granted	27/01/2011	05/07/2011	27/01/2021	European Community	Iglo Foods Group Limited

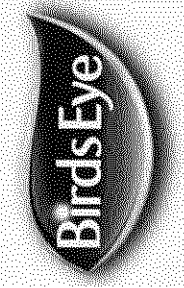
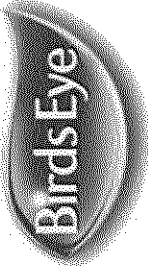
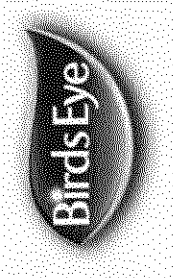
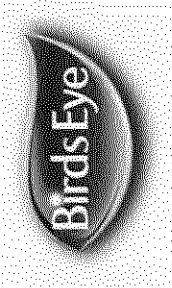
015044886		Käpt'n Iglo & Device	29, 30, 43	Registered/ Granted	27/01/2016	13/05/2016	27/01/2026	European Community	Iglo Foods Group Limited
1468306		IGLO	29,31, 32	Registered/ Granted	27/05/1988	27/05/1988	27/05/2018	France	Iglo Foods Group Limited
3207920		CAPTAIN IGLO	29, 30, 31	Registered/ Granted	04/02/2003	04/02/2003	04/02/2023	France	Iglo Foods Group Limited
789290		IGLO	29,30,31	Registered/ Granted	07/09/1963	03/06/1964	30/09/2023	Germany	Iglo Foods Group Limited

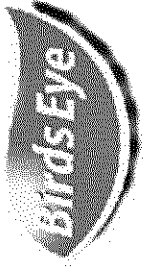
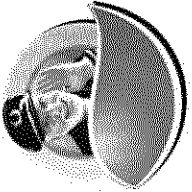
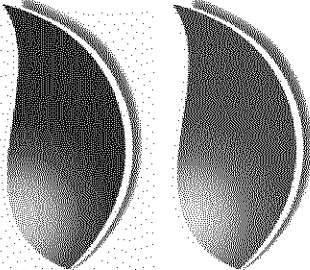
Official No.	Device	Title	Classes	Status	Filing Date	Registration Date	Next Renewal Date	Country	Current Owner (as appears on Register)
225548		IGLO	29,30,31,3 2	Registered/ Granted	12/11/1959	12/11/1959	12/11/2019	International	Iglo Foods Group Limited
534964		IGLO	5,29,30,31, 32	Registered/ Granted	17/02/1989	17/02/1989	17/02/2019	International	Birds Eye Iglo Group Limited
960256		IGLO	29,30	Registered/ Granted	03/01/2008	03/01/2008	03/01/2018	International	Iglo Foods Group Limited
1080067		IGLO	29, 30, 35, 43	Registered/ Granted	11/05/2011	11/05/2011	11/05/2021	International	Iglo Foods Group Limited
964709		New Shouting Captain IGLO in Lozenge	29,30	Registered/ Granted	03/01/2008	03/01/2008	03/01/2018	International	Iglo Foods Group Limited

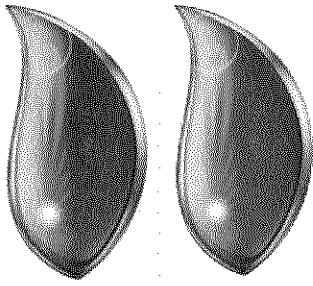
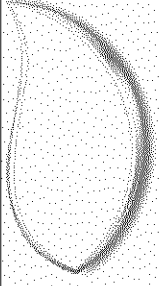
817358		IGLO & Birds Eye Device in Colour	29,30,43	Registered/ Granted	07/11/2003	07/11/2003	07/11/2023	International	Iglo Foods Group Limited
1328979		FOREVER FOOD TOGETHE R	29, 43	Registered (and awaiting formal examination by the designated countries for Switzerland, Norway and Liechtenstein)	20/06/2016	20/06/2016	20/06/2026	International	Iglo Foods Group Limited
1331323		GREEN SALUTING CAPTAIN Device	16, 29, 30, 35, 40, 41, 43, 44	Registered (and awaiting formal examination by the designated countries for Switzerland, Norway and Liechtenstein)	20/06/2016	20/06/2016	20/06/2026	International	Iglo Foods Group Limited
34493		CAPTAIN	29	Registered/ Granted	31/10/1928	31/10/1928	30/10/2018	Ireland	Iglo Foods Group Limited
86550		BIRDS EYE	32	Registered/ Granted	15/08/1974	15/08/1974	14/08/2019	Ireland	Iglo Foods Group Limited
86549		BIRDS EYE	30	Registered/ Granted	15/08/1974	15/08/1974	14/08/2019	Ireland	Iglo Foods Group Limited

Official No.	Device	Title	Classes	Status	Filing Date	Registration Date	Next Renewal Date	Country	Current Owner (as appears on Register)
35476		BIRDS EYE	29	Registered/Granted	29/11/1943	29/11/1943	28/11/2019	Ireland	Iglo Foods Group Limited
328617		CAPITAO IGLO	29	Registered/Granted	09/02/1998	12/08/1998	12/08/2018	Portugal	Iglo Foods Group Limited
2011/61827		CAPTAIN (new device)	29,30	Registered/Granted	26/07/2011	16/10/2012	26/07/2021	Turkey	Iglo Foods Group Limited
90944		IGLO	29,32	Registered/Granted	27/01/1961	27/01/1961	27/01/2026	Turkey	Iglo Foods Group Limited
2011/07178		IGLO (everyday lozenge)	29, 30	Registered/Granted	27/01/2011	19/11/2013	27/01/2021	Turkey	Iglo Foods Group Limited
2011/07177		IGLO (premium lozenge)	29, 30	Registered/Granted	27/01/2011	27/11/2013	27/01/2021	Turkey	Iglo Foods Group Limited

Official No.	Device	Title	Classes	Status	Filing Date	Registration Date	Next Renewal Date	Country	Current Owner (as appears on Register)
2008/55428		BIRDS EYE	29, 30	Registered/Granted	17/09/2008	17/09/2010	17/09/2018	Turkey	Iglo Foods Group Limited
970357		BIRDS EYE	9,11,16,21, 29,30,32	Registered/Granted	21/01/1971	18/07/1972	21/01/2026	United Kingdom	Iglo Foods Group Limited
2183662		CAPTAIN	29,30	Registered/Granted	03/12/1998	17/12/1999	03/12/2018	United Kingdom	Iglo Foods Group Limited
1321108		CAPTAIN	29	Registered/Granted	11/09/1987	04/11/1988	11/09/2018	United Kingdom	Iglo Foods Group Limited
233786		CAPTAIN	29	Registered/Granted	22/10/1900	22/10/1900	22/10/2018	United Kingdom	Iglo Foods Group Limited
2222554		CAPTAIN	42	Registered/Granted	16/02/2000	25/08/2000	16/02/2020	United Kingdom	Iglo Foods Group Limited
2410668		CAPTAIN BIRDS EYE	29,30,31,32	Registered/Granted	10/01/2006	04/08/2006	10/01/2026	United Kingdom	Iglo Foods Group Limited
1206600		CAPTAIN BIRDS EYE	29,30	Registered/Granted	04/11/1983	04/11/1983	04/11/2024	United Kingdom	Iglo Foods Group Limited
812772		IGLO	29,30	Registered/Granted	01/11/1960	01/11/1960	01/11/2025	United Kingdom	Iglo Foods Group Limited
2580875		IGLO	29, 30, 43	Registered/Granted	11/05/2011	23/09/2011	11/05/2021	United Kingdom	Iglo Foods Group Limited

Official No.	Device	Title	Classes	Status	Filing Date	Registration Date	Next Renewal Date	Country	Current Owner (as appears on Register)
2506872	   	BIRDS EYE in lozenge device (series of 4)	29, 30, 43	Registered/ Granted	20/01/2009	01/05/2009	20/01/2019	United Kingdom	Iglo Foods Group Limited

Official No.	Device	Title	Classes	Status	Filing Date	Registration Date	Next Renewal Date	Country	Current Owner (as appears on Register)
2346306		BIRDS EYE in lozenge device in colour	29, 30, 43, 44	Registered/Granted	11/10/2003	30/07/2004	11/10/2023	United Kingdom	Iglo Foods Group Limited
2410669		Shouting CAPTAIN Device with BIRDS EYE Logo (No Text)	29, 30, 31, 32	Registered/Granted	10/01/2006	07/07/2006	10/01/2026	United Kingdom	Iglo Foods Group Limited
2508545A		Lozenge device (series of 2)	29, 30, 43	Registered/Granted	12/02/2009	18/06/2010	12/02/2019	United Kingdom	Iglo Foods Group Limited

Official No.	Device	Title	Classes	Status	Filing Date	Registration Date	Next Renewal Date	Country	Current Owner (as appears on Register)
2508545B		Lozenge device (series of 2)	29, 30, 43	Registered/Granted	12/02/2009	18/06/2010	12/02/2019	United Kingdom	Iglo Foods Group Limited
2508545C		Lozenge device	29, 30, 43	Registered/Granted	12/02/2009	18/06/2010	12/02/2019	United Kingdom	Iglo Foods Group Limited

[illegible]

Domain Names

DOMAIN NAME	LEGAL OWNER
birdseye.co.uk	UK IPco
birdseye.le	UK IPco
capitanfindus.it	UK IPco
findus.it	UK IPco
foreverfood.co.uk	UK IPco
foreverfood.de	UK IPco
foreverfood.it	UK IPco
iglo.at	UK IPco
iglo.be	UK IPco
iglo.com	Iglo Nederland B.V.
iglo.de	UK IPco
iglo.fr	UK IPco
iglo.pt	Commercialização e Produção de Productos Alimentares, Sociedade Unipessoal, Lda.

Licences and Sub-Licences of Intellectual Property

LICENSOR	LICENSEE	DATE	SUBJECT MATTER
N/A			

SCHEDULE 5

NOTICES

PART I

NOTICE OF ASSIGNMENT IN RESPECT OF INSURANCES

(for attachment by way of endorsement
to the Insurances)

Date: [_____]

To: [Insurer]

Address: [_____]

We, [*insert name of Company*] and the other Chargors, give notice that by a Supplemental Debenture dated [●] 2023 (the "**Supplemental Debenture**") and made by, amongst others, [*insert name of relevant Chargor*] in favour of [_____] (the "**Security Agent**") as trustee for itself and on behalf of the Secured Parties referred to in the Supplemental Debenture there has been assigned by us by way of security to the Security Agent as [mortgagee] and assignee the Insurances to which this notice is attached and all our interest (including the benefit of all money owing or to become owing to us and all interest thereon) under and in respect of such Insurances. A copy of the Supplemental Debenture is attached and words and expressions defined therein have the same meaning in this letter (unless otherwise defined).

We, [*insert name of Company*] and the other Chargors, irrevocably authorise you to issue a letter of undertaking, in the form attached, to the Security Agent which, *inter alia*, confirms your agreement to the above and, authorise you, upon the occurrence of an Acceleration Event which is continuing (as notified to you by the Security Agent), to act on the instructions of the Security Agent in the manner provided in that letter without any further reference to or authorisation from us.

The terms of, and authorisation contained in, this letter shall remain in effect until you are notified to the contrary by the Security Agent.

For and on behalf of

[*insert name of Company*]

By:

For itself and on behalf of the
other Chargors:

[*List all Chargors*]

By:

PART II
INSURER LETTER OF UNDERTAKING

To: Credit Suisse AG, London Branch
as Security Agent for itself and
on behalf of the Secured Parties
as defined in the Supplemental Debenture
granted to it by, amongst others
[*relevant Chargor*] and other Chargors

Date: [_____]

Dear Sirs

Letter of Undertaking

In accordance with an assignment made by [*insert name of Chargor*] [and [*insert name of Chargor*]] (the "**Companies**") and in consideration of your agreeing to the Companies or any of them continuing the insurances (the "**Insurances**") referred to in the Schedule to this letter we undertake:

1. to note your interest as [composite insured and] mortgagee on the Insurances referred to in the Schedule;
2. to disclose to you without any reference to or further authority from any of the Companies such information relating to the Insurances as you may at any time reasonably request;
3. not to release any of the Insurances on request by any of the Companies without your prior written consent (not to be unreasonably withheld or delayed);
4. to continue to deal with the Companies in relation to the Insurances until we receive written notice from you upon the occurrence of an Acceleration Event which is continuing, whereupon we shall only deal with you;
5. upon the occurrence of an Acceleration Event which is continuing (as notified to us by the Security Agent), to pay all claims payable under the Insurances to you unless you otherwise agree in writing except as required by law; and
6. to advise you at least 30 days prior to any cancellation of any of the Insurances of which we are aware at any time.

We confirm that we have not received notice of any third party interest in any of the Insurances.

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

[*Add Schedule listing Insurances*]

PART III
FORM OF NOTICE IN RESPECT OF ASSIGNED AGREEMENTS

To: [Counterparty to relevant Assigned Agreement]

Date: [_____]

Dear Sirs

We give you notice that, by a Supplemental Debenture dated [●] 2023 (the "**Supplemental Debenture**"), made by, amongst others, the companies listed below (the "**Chargors**") in favour of [insert name of Security Agent] (the "**Security Agent**") as trustee for itself and on behalf of the Secured Parties referred to in the Supplemental Debenture there has been assigned by the Chargors to the Security Agent as subsequent priority mortgagee and assignee all the Chargors' rights, title and interest in and to [insert details of Assigned Agreement] (the "**Agreement**").

A copy of the Supplemental Debenture is attached and terms defined therein have the same meaning when used in this letter (unless otherwise defined herein).

On behalf of the Chargors, we irrevocably instruct and authorise you:

- (a) after the occurrence of an Acceleration Event which is continuing (as notified to you by the Security Agent), to disclose to the Security Agent without any reference to or further authority from the Chargors and without any enquiry by you as to the justification for such disclosure, such information relating to the Agreement as the Security Agent may at any time and from time to time request;
- (b) after the occurrence of an Acceleration Event which is continuing (as notified to you by the Security Agent), to hold all sums from time to time due and payable by you to us under the Agreement to the order of the Security Agent;
- (c) after the occurrence of an Acceleration Event which is continuing (as notified to you by the Security Agent):
 - (i) to pay or release all or any part of the sums from time to time due and payable by you to the Chargors or any of them under the Agreement in accordance with the written instructions given to you by the Security Agent from time to time;
 - (ii) to comply with the terms of any written notice or instructions in any way relating to, or purporting to relate to, the Supplemental Debenture, the sums payable to the Chargors or any of them from time to time under the Agreement or the debts represented by them which you receive at any time from the Security Agent without any reference to or further authority from the Chargors or any of them and without any enquiry by you as to the justification for or validity of such notice or instruction; and

- (iii) to send copies of all notices and other information under the Agreement to the Security Agent.

Please note that after the occurrence of an Acceleration Event which is continuing (as notified to you by the Security Agent) the Chargors are not permitted to receive from you, otherwise than through the Security Agent, any amount in respect of or on account of the sums payable to the Chargors from time to time under the Agreement without the prior written consent of the Security Agent.

Please also note that these instructions are not to be revoked or amended without the prior written consent of the Security Agent.

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

Please confirm your agreement to the above by sending the attached acknowledgement to the Security Agent, giving to the Security Agent (as trustee for itself and on behalf of the Secured Parties) the further undertakings set out in it, with a copy to ourselves.

Yours faithfully

.....

for and on behalf of

[insert name of Company]

for itself and on behalf of

the following Chargors:

[Counterparty to relevant Assigned Agreement]

Enc.

cc: Credit Suisse AG, London Branch as Security Agent

PART IV

FORM OF ACKNOWLEDGEMENT OF [COUNTERPARTY TO RELEVANT ASSIGNED AGREEMENT] TO THE SECURITY AGENT

To: Credit Suisse AG, London Branch
as Security Agent

Dear Sirs

We confirm receipt from [insert name of Company] on behalf of certain Chargors (the "**Chargors**") of a notice dated [] of a charge upon the terms of a Supplemental Debenture dated [●] 2023 over all of the Chargors' rights, title and interest in and to [insert details of the relevant Assigned Agreement] (the "**Agreement**").

We confirm that:

- (a) we accept the instructions and authorisations contained in that notice and we undertake to act in accordance with and comply with the terms of that notice;
- (b) we have not received notice of the interest of any third party in or to the Agreement;
- (c) we shall not, after the occurrence of an Acceleration Event which is continuing (as notified to us by the Security Agent), permit any sums to be paid to the Chargors or any of them or any other persons under or pursuant to the Agreement without your prior written consent.

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

Yours faithfully

.....
on behalf of

[Counterparty to relevant Assigned Agreement]

cc: [relevant Chargor]

PART V
SECURITY ACCOUNT NOTICE OF CHARGE

To: Credit Suisse AG, London Branch [Account Bank] [relevant bank/financial institution]

Date: [_____]

Dear Sirs

We give you notice that by a Debenture dated [●] 2023 (the "**Supplemental Debenture**") made by us (the "**Company**"), and, *inter alia*, [insert name of Chargor] (the "**Chargor**") in favour of [_____] (the "**Security Agent**") as trustee for itself and on behalf of the Secured Parties referred to in the Supplemental Debenture there has been charged by the Chargor to the Security Agent as subsequent priority chargee all the Chargor's rights, title and interest in and to all sums of money which may now or in the future be held with you for the account of such Chargor in [insert details of relevant account] held with you (the "**Account**"), together with all interest from time to time earned on such sums and the debts represented by such sums and interest.

A copy of the Supplemental Debenture is attached and terms defined therein have the same meaning when used in this letter (unless otherwise defined herein).

On behalf of ourselves and the Chargor, we irrevocably authorise and instruct you:

- (a) to disclose to the Security Agent without any reference to or further authority from us or the Chargor and without any enquiry by you as to the justification of such disclosure, such information relating to the Account and the sums therein as the Security Agent may at any time and from time to time reasonably request;
- (b) as from the date of this notice, to:
 - (i) hold all sums from time to time standing to the credit of the Account to the order of the Security Agent;
 - (ii) pay or release all or any part of the sums from time to time standing to the credit of the Account in accordance with the written instructions of the Security Agent at any time or times;
 - (iii) comply with the terms of any written notice or instructions in any way relating to, or purporting to relate to, the Supplemental Debenture, the sums standing to the credit of the Account from time to time or the debts represented by it which you receive at any time from the Security Agent without any reference to or further authority from us or the Chargor and without any enquiry by you as to the justification for or validity of such notice or instruction; and
 - (iv) pay all monies received by you for the Account to (and only to) the credit of the Account of such Chargor with you.

Please note that neither we nor the Chargor are after the occurrence of an Acceleration Event which is continuing (as notified to you by the Security Agent) permitted to withdraw any amount from the Account without the prior written consent of the Security Agent.

Please also note that these instructions are not to be revoked or varied without the prior written consent of the Security Agent.

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

Please confirm your agreement to the above by sending the attached acknowledgement to the Security Agent giving to the Security Agent as trustee for itself and on behalf of the Secured Parties the further undertakings set out in it, with a copy to us.

Yours faithfully

.....
On behalf of
[insert name of the Company]
for itself and as agent for
the Chargor

cc: Credit Suisse AG, London Branch as Security Agent

PART VI
FORM OF ACKNOWLEDGEMENT FROM [SECURITY AGENT] [ACCOUNT BANK]
[RELEVANT BANK/FINANCIAL INSTITUTION]

To: Credit Suisse AG, London Branch as Security Agent

Date: [_____]

Dear Sirs

We, *[insert name of relevant bank/financial institution]*, (the "**Bank**") confirm receipt from *[insert name of Company]* (the "**Company**") for itself and on behalf of the Chargor named therein (the "**Chargor**") of a notice dated [_____] relating to an account (the "**Account**") of the Chargor with the Bank.

We confirm that:

- (a) we accept the instructions and authorisations contained in that notice and we undertake to act in accordance with the terms of that notice;
- (b) we have not received notice of the interest of any third party in the Account;
- (c) we have neither claimed or exercised nor will claim or exercise any security interest, set-off, counter claim or other rights in respect of the Account, the sums in it or the debts represented by it without your prior written consent;
- (d) after the occurrence of an Acceleration Event which is continuing (as notified to us by the Security Agent), we:
 - (i) shall pay all monies received by us for the account of any Chargor to (and only to) the credit of the Account in the name of that Chargor specified in that notice unless otherwise consented to by you in writing; and
 - (ii) shall not permit any amount to be withdrawn from any of the Accounts without your prior written consent.

Nothing contained in any of our arrangements with you shall commit us to providing any facilities or making advances available to the Chargor.

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

Yours faithfully

.....

on behalf of

[relevant bank/financial institution]

cc: On behalf of

[insert name of Company]

for itself and as agent for the Chargor

SIGNATURE PAGES TO THE SUPPLEMENTAL DEBENTURE

SIGNED as a DEED by NOMAD FOODS LIMITED

acting by a Director

in the presence of:


Name:

Anthony Buccala

Address:

Occupation:

SIGNED as a **DEED** by **NOMAD FOODS EUROPE
HOLDINGS LIMITED**
acting by a Director


Samy Zekhout (Sep 6, 2023 13:02 EDT)


in the presence of: 
Anthony Bucalo (Sep 6, 2023 13:18 EDT)

Name: Anthony Bucalo

Address: 

Occupation: 

**SIGNED as a DEED by NOMAD FOODS EUROPE
HOLDCO LIMITED**
acting by a Director


Samy Zekhout {Sep 6, 2023 13:02 EDT}


in the presence of: 
Anthony Bucalo {Sep 6, 2023 13:18 EDT}

Name: Anthony Bucalo

Address: 


Occupation: 

**SIGNED as a DEED by NOMAD FOODS EUROPE
FINCO LIMITED**


Samy Zekhout (Sep 6, 2023 13:02 EDT)

acting by a Director

in the presence of:


Anthony Bucalo (Sep 6, 2023 13:18 EDT)

Name: Anthony Bucalo

Address:


Occupation:

**SIGNED as a DEED by NOMAD FOODS EUROPE
MIDCO LIMITED**

acting by a Director

in the presence of:


Samy Zekhout (Sep 6, 2023 13:02 EDT)


Anthony Bucalo (Sep 6, 2023 13:18 EDT)


Name: Anthony Bucalo

Address: 

Occupation: 

**SIGNED as a DEED by NOMAD FOODS BONDCO
PLC**

acting by a Director


Samy Zekhout (Sep 6, 2023 13:02 EDT)

in the presence of:


Anthony Bucalo (Sep 6, 2023 13:18 EDT)

Name: Anthony Bucalo


Address: 


Occupation: 

**SIGNED as a DEED by NOMAD FOODS EUROPE
LIMITED**

acting by a Director

in the presence of:


Samy Zekhout (Sep 6, 2023 13:02 EDT)


Anthony Bucalo (Sep 6, 2023 13:18 EDT)

Name: Anthony Bucalo

Address:

Occupation:

SIGNED as a DEED by BIRDS EYE LIMITED
acting by a Director

in the presence of:

DocuSigned by:
[Redacted]
2E0DDA05B8D14C9...

DocuSigned by:
[Redacted]
FB373D9248A04BF...

Name: Monia Pavoni


Address: [Redacted]


Occupation: [Redacted]

**SIGNED as a DEED by NOMAD FOODS EUROPE
IPCO LIMITED**

acting by a Director

in the presence of:


Marek Fletcher (Sep 8, 2023 13:49 GMT+1)


Samy Zekhour (Sep 8, 2023 13:22 GMT+1)

Name: Marek Fletcher


Address:

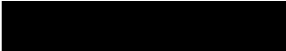
Occupation:

**SIGNED as a DEED by NOMAD FOODS EUROPE
FINANCE LIMITED**

acting by a Director

in the presence of:


Anthony Bucalo (Sep 6, 2023 13:18 EDT)


Samy Zekhout (Sep 6, 2023 13:02 EDT)

Name: Anthony Bucalo

Address:

Occupation:

SECURITY AGENT

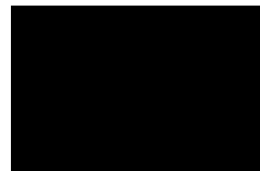
SIGNED by

for and on behalf of **CREDIT SUISSE AG,**
LONDON BRANCH

in the presence of:



FATIMA ALMEIDA



Irina Borisova



Name:



Address:

MATTHEW JONES

Occupation:

