

# MR01

## Particulars of a charge



Companies House

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

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

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

☒ **What this form is NOT for**  
You may not use this form to  
register a charge where there is no  
instrument Use form MR02

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

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

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



\*L4DRGQ5F\*

LD3

14/08/2015

#109

COMPANIES HOUSE

FRIDAY

### 1 Company details

Company number 0 8 8 9 4 0 3 9

Company name in full Valeo Foods UK Limited



For official use

→ **Filling in this form**  
Please complete in typescript or in  
bold black capitals

All fields are mandatory unless  
specified or indicated by \*

### 2 Charge creation date

Charge creation date 1 3 0 8 2 0 1 5

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

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

Name Wilmington Trust (London) Limited (and its successors in title  
and permitted transferees)

Name

Name

Name

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

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

MR01

Particulars of a charge

4

**Brief description**

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

Brief description

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

Please limit the description to the available space

5

**Other charge or fixed security**

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

☒ Yes

☐ No

6

**Floating charge**

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

☐ Yes Continue

☒ No Go to **Section 7**

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

☐ Yes

7

**Negative Pledge**

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

Please tick the appropriate box

☒ Yes

☐ No

8

**Trustee statement <sup>①</sup>**

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

☐

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

9

**Signature**

Please sign the form here

Signature

Signature

X Linklaters LLP X

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

# MR01

## Particulars of a charge



### Presenter information

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

Contact name Angus Nunn

Company name Linklaters LLP

Address One Silk Street

Post town London

County/Region

Postcode

E C 2 Y 8 H Q

Country

DX

10 CDE

Telephone

020 7456 2000



### Certificate

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



### Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

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



### Important information

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



### How to pay

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

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



### Where to send

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

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

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

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



### Further information

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

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



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 8894039

Charge code: 0889 4039 0008

The Registrar of Companies for England and Wales hereby certifies that a charge dated 13th August 2015 and created by VALEO FOODS UK LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th August 2015.

Given at Companies House, Cardiff on 20th August 2015

CLC



Companies House



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

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

Linklaters LLP

**SECURITY AGREEMENT OVER SHARES**

Dated 13 August 2015

created by

**The Original Chargors named herein**  
as Chargors

in favour of

**WILMINGTON TRUST (LONDON) LIMITED**  
acting as Security Agent

**McCann FitzGerald**  
Solicitors  
Riverside One  
Sir John Rogerson's Quay  
Dublin 2  
SDM\17785908 3

## CONTENTS

CLAUSE	PAGE
1 Definitions and Interpretation	1
2 Security Interests	4
3 Restrictions on Dealing with Charged Assets	4
4 Shares	5
5 Enforcement of Security Interests	6
6 Law of Property Act	<b>Error! Bookmark not defined.</b>
7 Appointment of Receivers	7
8 Rights and Liabilities of Security Agent and Receivers	8
9 Order of Application	10
10 Power of Attorney	11
11 Protection of Third Parties	11
12 Saving Provisions	12
13 Discharge of Security	14
14 Costs and Expenses	14
15 Payments	15
16 Remedies, Waivers and Determinations	15
17 Separate and Independent Obligations	16
18 Conflicts	16
19 Execution	16
20 Governing Law	16
21 Enforcement	16
Schedule 1 - The Chargors	18
Schedule 2 - Rights of Receivers	19
Schedule 3 - Shares	21
Schedule 4 - Deed of Accession	22

THIS DEED is dated 13 August 2015 and made between

- (1) THE COMPANIES each of whose name, address and jurisdiction of incorporation is set out in the Schedule One (each an "Original Chargor" and together the "Original Chargors"), and
- (2) WILMINGTON TRUST (LONDON) LIMITED, as security agent for the Secured Parties (the "Security Agent")

#### BACKGROUND

- (A) The Security Agent and the Chargor intend this document to take effect as a deed (even though the Security Agent only executes it under hand)
- (B) The Security Agent holds the benefit of this Deed for the Secured Parties on the terms of the Secured Debt Documents
- (C) On or about the date of the Senior Facilities Agreement, inter alia, the Secured Parties (as defined in the Intercreditor Agreement) and the Debtors (as defined in the Intercreditor Agreement) have entered into the Intercreditor Agreement regarding their respective claims under the Secured Debt Documents (as defined in the Intercreditor Agreement)
- (D) The Security Agent will hold and administer the security created under this Deed for the benefit of the Secured Parties subject to the terms of the Secured Debt Documents

IT IS AGREED as follows

#### 1 DEFINITIONS AND INTERPRETATION

##### 1.1 Definitions

In this Deed

"**Acceleration Event**" means the occurrence of a Senior Acceleration Event, a Bilateral Facility Acceleration Event, a Senior Secured Notes Acceleration Event, a Second Lien Lender Acceleration Event or a Second Lien Notes Acceleration Event, each as defined in, and construed in accordance with, the Intercreditor Agreement

"**Act**" means the Land and Conveyancing Law Reform Act 2009 (as amended)

"**Charged Assets**" means all assets of the Chargor the subject of any Security created by this Deed

"**Chargor**" means each Original Chargor and any other person which accedes to the terms of this Deed pursuant to the terms of a duly executed Deed of Accession

"**Companies Act**" means the Companies Act 2014

"**Deed of Accession**" means a deed of accession in substantially the form set out at Schedule 4 (*Deed of Accession*) or in such other form as may be agreed by the Security Agent and the relevant Chargor

"**Delegate**" means a delegate or sub-delegate appointed by the Security Agent or a Receiver in accordance with this Deed

**"Intercreditor Agreement"** means the intercreditor agreement entered into on 6 May 2015 (as amended and/or restated from time to time) and made between, among others, Holdco, the Original Debtors, the Senior Lenders, the Agent (each term as defined therein) and the Security Agent

**"Obligor"** has the meaning given to the term "Obligor" in the Senior Facilities Agreement whether or not the Senior Lender Discharge Date has occurred

**"Party"** means a party to this Deed

**"Quasi Security"** means a transaction or arrangement to

- (a) sell, transfer or otherwise dispose of to any person who is not a member of the Group any of its assets on terms whereby they are or may be leased to or re acquired by any other member of the Group,
- (b) sell, transfer or otherwise dispose of any of its receivables to any person who is not a member of the Group on recourse terms,
- (c) enter into any arrangement under which money or the benefit of a bank or other account may be applied, set off or made subject to a combination of accounts, or
- (d) enter into any other preferential arrangement having a similar effect,

in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset

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

**"Related Rights"** means, in relation to a Charged Asset

- (a) any proceeds of sale, transfer or other disposal, lease, licence, sub-licence, or agreement for sale, transfer or other disposal, lease, licence or sub-licence, of that Charged Asset,
- (b) any moneys or proceeds paid or payable deriving from that Charged Asset,
- (c) any rights, claims, guarantees, indemnities, Security or covenants for title in relation to that Charged Asset,
- (d) any awards or judgments in favour of a Chargor in relation to that Charged Asset, and
- (e) any other assets deriving from, or relating to, that Charged Asset

**"Secured Debt Document"** means the Senior Finance Documents, the Senior Secured Notes Finance Documents, the Second Lien Finance Documents, the Second Lien Notes Finance Documents, the Bilateral Facility Documents and the Hedging Agreements (each as defined in the Intercreditor Agreement) and any other document designated as such by the Common Security Agent and the Parent

**"Secured Obligations"** means all the Liabilities and all other present and future obligations at any time due, owing or incurred by any member of the Group and by each Debtor to any Secured Party under the Secured Debt Documents (including to the Security Agent under the



Parallel Debt pursuant to Clause 18.3 (*Parallel Debt (covenant to pay the Security Agent)*) of the Intercreditor Agreement, both actual and contingent, and whether incurred solely or jointly and as principal or surety or in any other capacity

**"Secured Parties"** means the Security Agent, any Receiver or Delegate and each of the Agents, the Arrangers and the Secured Creditors (other than the Topco Creditors) from time to time but, in the case of each Agent, Arranger or Secured Creditor, only if it is a party to the Intercreditor Agreement or has acceded to the Intercreditor Agreement, in the appropriate capacity, pursuant to Clause 20.10 (*Creditor/Agent Accession Undertaking*) of the Intercreditor Agreement, excluding, for the avoidance of doubt, the Independent Security Agent and the Topco Creditors

**"Security Interests"** means all or any of the Security created or expressed to be created in favour of the Security Agent by or pursuant to this Deed

**"Senior Facilities Agreement"** means the senior facilities agreement entered into on 30 April 2015 (as amended and/or restated from time to time) and made between, among others, the Parent and the Security Agent

**"Shares"** means, in relation to the Chargor, all its right, title and interest from time to time in and to

- (a) the shares described in Schedule 3 (*Shares*) or any shares listed at Schedule 2 to any Deed of Accession and any other shares issued in the future by any person identified in Schedule 3 (*Shares*) or Schedule 2 to any Deed of Accession as issuer of any such shares,
- (b) warrants, options and other rights to subscribe for, purchase or otherwise acquire any such shares, and
- (c) any other securities or investments deriving from any such shares or any rights attaching or relating to any such shares,

in each case including any rights against any custodian, nominee, clearing system or other similar person holding any such right, title or interest on its behalf, and all dividends and other Related Rights

## 1.2 Incorporation of defined terms

Unless a contrary indication appears, terms defined in the Intercreditor Agreement have the same meaning in this Deed

## 1.3 Construction

- (a) 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 onerously) 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
- (b) The provisions in Clause 1.2 (*Construction*) of the Intercreditor Agreement apply to this Deed, except that references to the Intercreditor Agreement shall be construed as references to this Deed

1 4 Third Party Rights

Notwithstanding any term of any Secured Debt Document, the consent of any person who is not a Party is not required to rescind or vary this Deed at any time

1 5 Permitted transactions

Notwithstanding anything to the contrary in this Deed, the terms of this Deed shall not operate or be construed so as to prohibit or restrict any transaction, matter or other step not prohibited by the Secured Debt Documents and the Security Agent shall promptly enter into such documentation and/or take such other action as is required by a Chargor (acting reasonably) in order to facilitate any such transaction, matter or other step, including by way of executing any confirmation, consent to dealing, release or other similar or equivalent document, provided that any costs and expenses incurred by the Security Agent entering into such documentation and/or taking such other action at the request of such Chargor pursuant to this Clause 1 5 shall be for the account of such Chargor, subject to clause 21 (*Costs and Expenses*) of the Intercreditor Agreement

1 6 Topco Creditors

Notwithstanding anything to the contrary in this Deed, this Deed does not constitute Independent Transaction Security and it is not intended that the Topco Creditors will take the benefit of this Deed

2 SECURITY INTERESTS

2 1 Creation of Security Interests

The Chargor, as beneficial owner, creates the following security interests, as continuing security for the payment, performance and discharge of all Secured Obligations, in favour of the Security Agent

- (a) a first mortgage over all its rights, title, interest and benefit in and to its Shares, and
- (b) a first fixed charge over all its rights, title, interest and benefit in and to its Related Rights in relation to the Shares, to the extent not validly and effectively mortgaged under paragraph (a) above

3 RESTRICTIONS ON DEALING WITH CHARGED ASSETS

3 1 Negative pledge

The Chargor shall not create or permit to subsist any Security or Quasi Security over any Charged Asset, unless such Security or Quasi Security is not prohibited by the Secured Debt Documents, or unless it has the written consent of the Security Agent

3 2 Disposals

The Chargor shall not 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, unless such sale, lease, transfer or disposal is not prohibited by the Secured Debt Documents, or unless it has the written consent of the Security Agent

## 4 SHARES

### 4.1 Documents

The Chargor shall, on or as soon as reasonably practicable following the date of this Deed, and where Shares are acquired by it after the date of this Deed, as soon as reasonably practicable after completion of that acquisition

- (a) 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 Shares, and
- (b) deliver to the Security Agent, or as it directs, and the Security Agent shall be entitled to hold, transfers of the Shares, each executed in blank (or any other equivalent document which may replace a blank stock transfer form after the date of this Deed relating to the transfer of Shares reasonably required by the Security Agent)

### 4.2 Registrations

The Chargor hereby irrevocably and unconditionally

- (a) authorises the Security Agent (as trustee for the Secured Parties) and each legal advisor appointed by the Security Agent to do, at the cost and expense of the Chargor, all acts and sign on behalf of the Chargor all required documents and forms (whether physical or in electronic format) as the Security Agent and/or such advisor may consider necessary or desirable to procure compliance with the procedure under section 409(3) or 409(4) of the Companies Act, and
- (b) indemnifies and agrees to hold the Security Agent (as trustee for the Secured Parties) and each such legal advisor harmless against any loss or liability incurred by the Security Agent or any such legal advisor as a consequence of the Security Agent or any such legal advisor procuring compliance with the procedure under section 409(3) or 409(4) of the Companies Act in reliance on this clause

For the avoidance of doubt, this clause 5.2 permits the Security Agent or its legal adviser including their e-mail address in any form filed under section 409 of the Companies Act for the purposes of receiving a certificate of registration of a charge from the Companies Registration Office

### 4.3 Voting before enforcement

At any time prior to the occurrence of an Acceleration Event, the Chargor shall be entitled to exercise or direct the exercise of the voting and other rights attached to any Share, provided that any exercise of rights does not materially adversely affect the validity or enforceability of the Security over the Shares or cause an Event of Default to occur

### 4.4 Voting after enforcement

At any time on or after an Acceleration Event has occurred and the Security Agent has given notice to the Chargor that it intends to exercise its rights under this Clause 4.4

- (a) the Security Agent or the Receiver shall be entitled to exercise (or refrain from exercising) or direct the exercise of the voting and other rights attached to any Share,

- (b) the 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, and
- (c) the Security Agent may transfer the Shares into the name of the Security Agent or such nominee(s) of the Security Agent as it shall require

4 5 Cash dividends before enforcement

At any time prior to the occurrence of an Acceleration Event, the Chargor shall be entitled to retain any cash dividend deriving from the Shares

4 6 Cash dividends after enforcement

At any time on or after an Acceleration Event has occurred, the Chargor shall hold any cash dividend deriving from the Shares received by it on trust for the Secured Parties and transfer or pay the same immediately to the Security Agent or as it may direct. The Security Agent shall apply the same against the Secured Obligations in accordance with Clause 9 (*Order of application*)

4 7 Shares held by nominees of the Chargor

If any Share is held in the name of a nominee of the Chargor, the Chargor shall, promptly upon request by the Security Agent, deliver to it an irrevocable power of attorney, expressed to be given by way of security and executed as a deed by that nominee. That power of attorney shall appoint the Security Agent, each Receiver and each Delegate as the attorney of the holder and shall be in such form as the Security Agent requires

4 8 Payment of calls

- (a) The Chargor shall pay all calls or other payments in respect of any of its Shares
- (b) If the Chargor does not comply with paragraph (a) above, the Security Agent may pay that call or other payment on behalf of the Chargor
- (c) The Chargor shall, immediately on request by the Security Agent, reimburse the Security Agent for any payment made by the Security Agent under this Clause 4 7

5 **ENFORCEMENT OF SECURITY INTERESTS**

5 1 When enforceable

The Security Interests shall be immediately enforceable on and at any time after the occurrence of an Acceleration Event

5 2 Enforcement action

At any time after the Security Interests have become enforceable, the Security Agent may, in its absolute discretion, without the restrictions contained in the Act, enforce all or any part of the Security Interests in any manner it sees fit or as directed by the Instructing Group

5 3 Powers and rights of the Security Agent

Without prejudice to the generality of the foregoing and notwithstanding anything contained in this Deed

- (a) the exercise by the Security Agent of the powers and rights conferred on it by virtue of the provisions of Chapter 3 of Part 10 of the Act shall not be subject to any restriction on such exercise contained in section 96(1)(c) of the Act,
- (b) the restrictions on taking possession of mortgaged property contained in section 97 of the Act shall not apply to this Deed, and
- (c) section 99(1) of the Act shall not apply to this Deed and any obligations imposed on mortgagees in possession or receivers by virtue of the application of section 99(1) shall not apply to the Security Agent, any Receiver or Delegate

## **6 POWER OF SALE**

### **6.1 Section 100**

The restrictions on the power of sale contained in section 100 of the Act shall not apply to this Deed. On or at any time after the Security Interests have become enforceable, the Security Agent may exercise without further notice to the Chargor and without the restrictions contained in the Act and whether or not it shall have appointed a Receiver, all the powers and rights conferred on mortgagees by the common law and the Act as varied or extended by this Deed and all the powers and discretions hereby conferred either expressly or by reference on a Receiver

### **6.2 Section 103(2)**

The notification requirement contained in section 103(2) of the Act shall not apply to this Deed

### **6.3 Consolidation**

Notwithstanding anything to the contrary contained in the Act, the Security Agent reserves the right to consolidate mortgage securities without restriction

### **6.4 Section 94**

The Chargor shall not take any action under section 94 of the Act in respect of the Charged Assets, this Deed or the Secured Obligations

## **7 APPOINTMENT OF RECEIVERS**

### **7.1 Appointment of Receivers**

- (a) The restrictions on taking possession of mortgaged property contained in section 97 of the Act shall not apply to this Deed. On or at any time after the Security Interests have become enforceable, the Security Agent may, without notice to any Chargor and without the restrictions contained in the Act, take possession of and hold all or any part of the Charged Assets and the Security Agent may, without first appointing a Receiver, exercise all or any of the powers and rights conferred on mortgagees by the Act as varied or extended by this Deed and all the powers, authorities and discretions conferred by this Deed expressly or by implication on any Receiver or otherwise conferred by statute or common law on mortgagees or receivers

- (b) Section 99(1) of the Act shall not apply to this Deed and any obligations imposed on mortgagees in possession or receivers by virtue of the application of section 99(1) shall not apply to the Security Agent or any Receiver

- (c) If

- (i) requested by the Chargor, or
  - (ii) the Security Interests have become enforceable,

without any notice or further notice, the Security Agent may, by deed or otherwise in writing signed by the Security Agent or any person authorised for this purpose by the Security Agent, appoint one or more persons to be a Receiver of all or any part of the Charged Assets. 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.

- (d) Such an appointment over part only of the Charged Assets shall not preclude the Security Agent from making any subsequent appointment of the same or another Receiver over any part of the Charged Assets over which an appointment has not been previously made
- (e) Neither the Security Agent nor any Receiver shall be liable to account as a mortgagee in possession in respect of all or any part of the Charged Assets or be liable for any loss upon realisation or for any neglect or default of any nature whatsoever in connection with all or any part of the Charged Assets to which a mortgagee in possession might as such be liable

## 7.2 Agent of Chargor

Any Receiver shall be the agent of the Chargor for all purposes. The Chargor alone shall be responsible for the Receiver's contracts, engagements, acts, omissions and defaults.

## 7.3 Section 108(1)

The restrictions contained in section 108(1) of the Act shall not apply to this Deed.

## 7.4 Remuneration of Receivers

The Security Agent may determine the remuneration of any Receiver. Section 108(7) of the Act shall not apply to the commission and/or remuneration of a Receiver appointed pursuant to this Deed. A Receiver shall be entitled to remuneration at a rate to be fixed by agreement between him and the Security Agent (or, failing such agreement, to be fixed by the Security Agent). The Chargor alone shall be liable for the remuneration and all other costs, losses, liabilities and expenses of the Receiver.

# 8 RIGHTS AND LIABILITIES OF SECURITY AGENT AND RECEIVERS

## 8.1 Rights of Receivers

Any Receiver appointed pursuant to Clause 7 (*Appointment of Receivers*) shall have

- (a) the rights set out in Schedule 2 (*Rights of Receivers*), and

- (b) all the powers conferred from time to time on receivers by statute and in the case of the powers conferred by the Act without the restrictions contained in the Act and, in addition, power on behalf and at the cost of the Chargor (notwithstanding liquidation of the Chargor) to do or omit to do anything which the Chargor could do or omit to do in relation to the Charged Assets or any part thereof

## 8.2 Rights of Security Agent

- (a) At any time after the Security Interests have become enforceable, to the fullest extent permitted by law, any rights conferred by any Secured Debt Document or by law upon a Receiver may be exercised by the Security Agent, whether or not the Security Agent shall have appointed a Receiver of all or any part of the Charged Assets
- (b) The Security Agent executes this Deed in the exercise of the powers and authority conferred and vested in it under the Intercreditor Agreement for and on behalf of the Secured Parties for which it acts. It will exercise its powers and authority under this Deed in the manner provided for in the Intercreditor Agreement and, in so acting, the Security Agent shall have the protections, immunities, rights, indemnities and benefits conferred on the Security Agent in its capacity as Security Agent under the Intercreditor Agreement. For the avoidance of doubt, the Security Agent shall not owe any fiduciary duties to the Chargor.

## 8.3 Delegation

The Security Agent may delegate in any manner to any person any rights exercisable by the Security Agent under any Secured Debt Document or under the Act without the restrictions contained in the Act. Any such delegation may be made upon such terms and conditions (including power to sub-delegate) as the Security Agent thinks fit and the Security Agent may pass confidential information to any such delegate.

## 8.4 Financial collateral arrangement

- (a) To the extent that this Deed constitutes a "financial collateral arrangement" (as defined in the European Communities (Financial Collateral Arrangements) Regulations 2010 (the "Financial Collateral Regulations")), the Security Agent shall have the right
  - (i) to use and dispose of any Charged Asset which constitutes "financial collateral" (as defined in the Financial Collateral Regulations ("Financial Collateral")) in such manner as it sees fit, in which case the Security Agent shall comply with any requirements of the Financial Collateral Regulations in relation to obtaining "equivalent collateral" (as defined in the Financial Collateral Regulations),
  - (ii) to set-off the value of any equivalent financial collateral against, or apply it in discharge of, any Secured Obligations in accordance with the Financial Collateral Regulations, and
  - (iii) at any time after the Security Interests have become enforceable, to appropriate any Charged Asset which constitutes Financial Collateral in such manner as it sees fit in or towards satisfaction of the Secured Obligations in accordance with the Financial Collateral Regulations.

- (b) If the Security Agent is required to value any equivalent financial collateral or Financial Collateral for the purpose of paragraph (a)(ii) or (a)(iii) 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 generally recognised source or such other process as the Security Agent may select, including a valuation carried out by an independent investment bank, firm of accountants or other valuers appointed by the Security Agent,

as converted, where necessary, into the currency in which the Secured Obligations 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

- (c) The Chargor authorises the Security Agent to transfer any Charged Asset which constitutes Financial Collateral in accordance with the Financial Collateral Regulations, and any such Charged Asset shall pass from the Chargor to the Security Agent by way of outright title transfer, free and clear of any liens, claims, charges or encumbrances or any other interest of the Chargor or any third party. The Security Agent shall, accordingly, have the right to deal with, lend, dispose of, pledge, charge or otherwise use any Charged Asset which constitutes Financial Collateral

#### 8.5 Possession

If the Security Agent, any Receiver or any Delegate takes possession of the Charged Assets, it may at any time relinquish possession

#### 8.6 Security Agent's liability

Neither the Security Agent, any Receiver nor any 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 for

- (a) any costs, losses, liabilities or expenses relating to the realisation of any Charged Assets, or
- (b) any act or omission 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 or the Act, unless directly caused by its gross negligence or wilful misconduct

### 9 ORDER OF APPLICATION

#### 9.1 Application of proceeds

- (a) All amounts received or recovered by the Security Agent or any Receiver in exercise of their rights under this Deed shall, subject to the rights of any creditors having priority, be applied in the order provided in Clause 15 (*Application of proceeds*) of the Intercreditor Agreement



- (b) The provisions of paragraph (a) shall take effect as and by way of variation to the provisions of sections 106(3), 107 and 109 of the Act which provisions as so varied and extended shall be deemed incorporated herein and as regards section 109 as if they related to a receiver of the Charged Assets and not merely a receiver of the income thereof

## 10 POWER OF ATTORNEY

### 10 1 Appointment

The Chargor by way of security irrevocably appoints the Security Agent, each Receiver and each Delegate severally to be 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 do anything which the Chargor is obliged to do under any Secured Debt Document to which it is party but has failed to do (including to do all such acts or execute all such documents, assignments, transfers, mortgages, charges, notices, instructions, filings and registrations 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
- (b) to 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 or under any law

### 10 2 Acceleration Event

The parties hereby agree that the Security Agent, each Receiver and each Delegate (as applicable) may only exercise all or any of the rights, powers, authorities and discretions referred to in Clause 10 1 (*Appointment*) in the event that an Acceleration Event has occurred and is continuing

### 10 3 Ratification

The Chargor ratifies and confirms and agrees to ratify and confirm whatever any such attorney shall lawfully do in the exercise or purported exercise of the power of attorney granted by it in Clause 10 1 (*Appointment*)

## 11 PROTECTION OF THIRD PARTIES

No purchaser or other person dealing with the Security Agent, any Receiver or its agents shall be concerned to enquire

- (a) whether the powers conferred on the Security Agent, any Receiver or its agents have arisen,
- (b) whether the powers conferred on the Security Agent, any Receiver or its agents have become exercisable,
- (c) whether any consents, regulations, restrictions or directions relating to such powers have been obtained or complied with,
- (d) whether the Security Agent, any Receiver or its agents is acting within such powers,

- (e) whether any money remains due under the Secured Debt Documents and the receipt in writing of the Security Agent, any Receiver or its agents shall be sufficient discharge to that purchaser or other person,
- (f) as to the propriety or validity of acts purporting or intended to be in exercise of any such powers, or
- (g) as to the application of any money paid to the Security Agent, any Receiver or its agents,

and all the protection to buyers contained in sections 104, 105 and 106(1) of the Act shall apply to any person purchasing from or dealing with a Receiver or the Security Agent

## 12 SAVING PROVISIONS

### 12.1 Continuing Security

Subject to Clause 13 (*Discharge of Security*), the Security Interests are continuing Security and will extend to the ultimate balance of the Secured Obligations, regardless of any intermediate payment or discharge in whole or in part

### 12.2 Reinstatement

If any discharge, release or arrangement (whether in respect of the obligations of the Chargor or any Debtor or any security for those obligations or otherwise) is made by a Secured Party in whole or in part on the basis of any payment, security or other disposition which is avoided or must be restored in insolvency, liquidation or otherwise, without limitation, then the liability of the Chargor and each Debtor and the Security Interests will continue or be reinstated as if the discharge, release or arrangement had not occurred

### 12.3 Waiver of defences

Neither the obligations of the Chargor under this Deed nor the Security Interests will be affected by an act, omission, matter or thing which, but for this Clause 12, would reduce, release or prejudice any of its obligations under any Secured Debt Document or any of the Security Interests (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, the Chargor, any Debtor or other person,
- (b) the release of the Chargor, any Debtor 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, the Chargor, any Debtor 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 the Chargor, any Debtor or any other person,
- (e) any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of any Secured Debt

Document or any other document or security including any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under any Secured Debt Document or 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

#### 12.4 Chargor intent

Without prejudice to the generality of Clause 12.3 (*Waiver of defences*), the Chargor expressly confirms that it intends that the Security Interests shall extend from time to time to any (however fundamental and of whatever nature and whether or not more onerous) variation, increase, extension or addition of or to any of the Secured Debt Documents and/or any facility or amount made available under any of the Secured Debt Documents for the purposes of or in connection with any of the following business acquisitions of any nature, increasing working capital, enabling investor distributions to be made, carrying out restructurings, refinancing existing facilities, refinancing any other indebtedness, making facilities available to new borrowers, any other variation or extension of the purposes for which any such facility or amount might be made available from time to time, and any fees, costs and/or expenses associated with any of the foregoing

#### 12.5 Immediate recourse

The 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 the Chargor under this Deed. This waiver applies irrespective of any law or any provision of a Secured Debt Document to the contrary.

#### 12.6 Appropriations

Until the Final Discharge Date has occurred, 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 the Chargor shall not be entitled to the benefit of the same, and
- (b) hold in an interest-bearing suspense account any moneys received from the Chargor or on account of the Chargor's liability under this Deed

#### 12.7 Deferral of Chargor's rights

Until the Final Discharge Date has occurred, the Chargor will not exercise any rights which it may have by reason of performance by it of its obligations under the Secured Debt Documents or by reason of any amount being payable, or liability arising, under the Secured Debt Documents

- (a) to be indemnified by a Debtor,
- (b) to claim any contribution from any other provider of Security for or guarantor of any Debtor's obligations under the Secured Debt Documents,

- (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 other guarantee or security taken pursuant to, or in connection with, the Secured Debt Documents by any Secured Party,
- (d) to bring legal or other proceedings for an order requiring any Debtor to make any payment, or perform any obligation, in respect of which the Debtor had given a guarantee, undertaking or indemnity,
- (e) to exercise any right of set-off against any Debtor, and/or
- (f) to claim or prove as a creditor of any Debtor in competition with any Secured Party

If the 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 Debtors or the Chargor 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 9 (*Order of application*)

#### 12 8 Additional security

The Security Interests are in addition to, and are not in any way prejudiced by, any other guarantee or security now or subsequently held by any Secured Party

#### 12 9 Tacking

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

### 13 DISCHARGE OF SECURITY

#### 13 1 Final redemption

Subject to Clause 13 2 (*Retention of security*), if the Security Agent is satisfied that the Final Discharge Date has occurred, the Security Agent shall, at the request and cost of the Chargor, release, reassign or discharge (as appropriate) the Charged Assets from the Security Interests, without recourse to, or any representation or warranty by, the Security Agent or any of its nominees

#### 13 2 Retention of security

If the Security Agent considers that any amount paid or credited to any Secured Party under any Secured Debt Document is capable of being avoided or otherwise set aside, that amount shall not be considered to have been paid for the purposes of determining whether all the Secured Obligations have been irrevocably paid

### 14 COSTS AND EXPENSES

#### 14 1 VAT

Clause 18 7 (*VAT*) of the Senior Facilities Agreement shall apply as if it were set out in full in this Deed, save that references in that Clause to "Finance Party" shall be treated in this Deed as being to "Secured Party, Receiver or Delegate"

**15 PAYMENTS**

**15.1 Undertaking to pay**

The Chargor shall pay each of the Secured Obligations when due in accordance with its terms

**15.2 Demands**

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

**15.3 Payments**

All payments by the Chargor under this Deed shall be made to such account, with such financial institution and in such other manner as the Security Agent may direct

**15.4 Continuation of accounts**

(a) At any time after a Secured Party has received or is deemed to have received notice of any subsequent Security affecting all or any part of the Charged Assets of the Chargor, that Secured Party may open a new account in the name of the Chargor (whether or not it permits any existing account to continue)

(b) If that Secured Party does not open such a new account, it shall be treated as if it had done so when the relevant notice was received or deemed to have been received and, as from that time, all payments made by or on behalf of the Chargor to that Secured Party shall be credited, or be treated as having been credited, to the relevant new account and not as having been applied in reduction of the Secured Obligations as at the time the relevant notice was received or deemed to have been received

**15.5 Contingencies**

If all or any part of the Security Interests are enforced at a time when no amount is due under the Secured Debt Documents but any such amount may or will become due, the Security Agent or the Receiver may pay the proceeds of any recoveries effected by it into a suspense account

**16 REMEDIES, WAIVERS AND DETERMINATIONS**

**16.1 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 of any such right or remedy or constitute an election to affirm any of the Secured Debt Documents. No waiver or election to affirm any of the Secured Debt Documents on the part of any Secured Party, Receiver or Delegate shall be effective unless in writing. No single or partial exercise of any right or remedy shall 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

**16.2 Certificates and determinations**

Any certification or determination by the Security Agent or any Receiver of a rate or amount under any Secured Debt Document is, in the absence of manifest error, conclusive evidence of the matters to which it relates

**17 SEPARATE AND INDEPENDENT OBLIGATIONS**

- (a) The Security created by the 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 Debtor or other provider of Security by or in connection with any Secured Debt Document
- (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

**18 CONFLICTS**

This Deed is subject to the terms of the Intercreditor Agreement. In the event of a conflict between the terms of this Deed and the terms of the Intercreditor Agreement, the terms of the Intercreditor Agreement shall prevail

**19 EXECUTION**

- (a) 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
- (b) Each of the other parties to this Deed appoints the Security Agent as its agent to sign on its behalf any Deed of Accession in order that each such Deed of Accession may be supplemental to this Deed and be binding on and have effect to the benefit of all the parties to this Deed

**20 GOVERNING LAW**

This Deed and any non-contractual obligations arising out of or in connection with it are governed by and construed in accordance with the laws of Ireland

**21 ENFORCEMENT**

- (a) The courts of Ireland have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a "Dispute")
- (b) The parties agree that the courts of Ireland are the most appropriate and convenient courts to settle Disputes and, accordingly, no Party will argue to the contrary
- (c) This Clause 21 is for the benefit of the Security Agent only. As a result, the Security Agent shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Security Agent may take concurrent proceedings in any number of jurisdictions
- (d) Without prejudice to any other mode of service allowed under any relevant law, each Chargor (other than a Chargor incorporated in Ireland)

- (i) irrevocably appoints Valeo Foods, Commercial House, Millbank Business Park, Lucan, County Dublin (Attention The Directors) as its agent for service of process in relation to any proceedings before the Irish courts in connection with any Secured Debt Document, and
- (ii) agrees that failure by an agent for service of process to notify the Parent or relevant Debtor of the process will not invalidate the proceedings concerned

This Deed has been delivered on the date stated at the beginning of this Deed

**SCHEDULE 1**  
**The Original Chargors**

<b>Name</b>	<b>Registered Number</b>	<b>Jurisdiction of Incorporation</b>
Valeo Foods UK Limited	08894039	England



## SCHEDULE 2

### Rights of Receivers

Any Receiver appointed pursuant to Clause 12 (*Appointment of Receivers*) shall have the right, either in its own name or in the name of the 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

- (a) take possession of, collect and get in all or any of the Charged Assets,
- (b) sell (including by public auction or private contract), exchange, convert into money, realise, transfer, assign or dispose of, or deal with, all or any part of the Charged Assets or concur in so doing in such manner for such consideration and generally on such terms and conditions as he may think fit (including conditions excluding or restricting the personal liability of the Receiver or the Security Agent) with full power to transfer or deal with such Charged Assets in the name and on behalf of the Chargor or otherwise and so that the covenants and contractual obligations may be granted and assumed in the name of and so as to bind the Chargor if he shall consider it necessary or expedient so to do, any such sale, exchange or transfer may be for cash, debentures or other obligations, shares, stock, securities or other valuable consideration and be payable immediately or by instalments spread over such period as he shall think fit and so that any consideration received or receivable shall ipso facto forthwith be and become charged with the payment of all Secured Obligations,
- (c) raise or borrow any money from, or incur any other liability to, the Security Agent or others on such terms with or without security as he may think fit and so that any such security may be or include an encumbrance on the whole or any part of the Charged Assets ranking in priority to the Security Interests or otherwise,
- (d) transfer all or any part of the Charged Assets to any other company or body corporate, whether or not formed or acquired for that purpose,
- (e) exercise in respect of the Charged Assets all voting or other powers or rights available to a registered holder thereof in such manner as he may think fit,
- (f) settle, adjust, arrange, compromise and submit to arbitration any accounts, claims, questions or disputes whatsoever which may arise in connection with the Charged Assets or in any way relating to the Security and bring, take, defend, compromise, submit to and discontinue any actions, suits, arbitrations or proceedings (including proceedings for the winding up of the Chargor) whatsoever whether civil or criminal in relation to the matters aforesaid,
- (g) enter into, complete, disclaim, compromise, abandon or disregard, determine or rectify all or any contracts or arrangements in any way relating to or affecting the Charged Assets and allow time for payment of any debts either with or without security as he shall think expedient,
- (h) redeem any prior encumbrance and settle and agree the accounts of the encumbrancer, any accounts so settled and agreed shall (subject to any manifest error) be conclusive and binding on the Chargor and the money so paid shall be deemed an expense properly incurred by the Receiver,
- (i) delegate to any person or persons or company or fluctuating body of persons all or any of the powers exercisable by the Receiver under this Deed and/or the Act (without the restrictions contained in the Act),

- (j) generally, at his option, use the name of the Chargor and/or the Chargor's common seal in the exercise of all or any of the powers hereby conferred,
- (k) exercise, or permit the Chargor or any nominees of the Chargor to exercise, any powers or rights incidental to the ownership of the Charged Assets in such manner as he may think fit,
- (l) take any and all steps or other action (including legal proceedings) for the purposes of enforcing, protecting or preserving any contractual rights forming part of the Charged Assets, and
- (m) sign any document, execute any deed and do all such other acts and things as may be considered by him to be incidental or conducive to any of the matters or powers aforesaid or to the realisation of the Security Interests and use the name of the Chargor for all the above purposes

**SCHEDULE 3**  
**Shares**

Name of Issuer	No. and Type of Shares	Held in Certificated Form
Wardell Roberts Limited	213,185,974 ordinary shares of £0.13 each held by Valeo Foods UK Limited	Certificate numbers 3 & 4
Valeo F3 Company Limited	5 ordinary shares of £1.00 held by Valeo Foods UK Limited	Certificate numbers 2, 3 & 4

**SCHEDULE 4**  
**Deed of Accession**

**THIS SUPPLEMENTAL DEED** is made on [ ~~13/12/2018~~ ] **BETWEEN**

- (1) [ACCEDING CHARGOR] (the "Acceding Chargor"), and
- (2) [SECURITY AGENT] (the "Security Agent")

**WHEREAS**

This Supplemental Deed is supplemental to a security agreement over shares dated [ ~~13/12/2018~~ ] and made between, inter alia, [ ~~Security Agent~~ ] and the Security Agent of which is enclosed at Schedule 2 hereto)

**IT IS AGREED** and declared as follows

**1 DEFINITIONS**

- 1.1 Words or expressions defined (including by reference) in the Security Agreement shall, unless otherwise defined herein, bear the same meaning in this Deed of Accession (including the recital hereto)
- 1.2 The principles of construction set out in clause 1.3 (*Construction*) of the Security Agreement shall apply mutatis mutandis to this Supplemental Deed as if the same were set out in full herein

**2 ACCESSION OF THE ACCEDING CHARGOR**

- 2.1 By its execution of this Supplemental Deed, the Acceding Chargor unconditionally and irrevocably undertakes to, and agrees with the Security Agent to, observe and be bound by the terms and provisions of the Security Agreement as if it were an original party thereto as one of the Chargors
- 2.2 Without prejudice to the generality of Clause 2.1 of this Supplemental Deed, the Acceding Chargor hereby
  - (a) (jointly and severally with the other Chargors) undertakes in the terms set out in clause 15.1 (*Undertaking to pay*) of the Security Agreement, and
  - (b) mortgages and charges to the Security Agent for the payment and discharge of all monies and liabilities hereby, or by the Security Agreement, undertaken to be paid or discharged by it, its assets on the terms set out in clause 2.1 (*Creation of Security Interests*) and clause 3 (*Restrictions on dealing with Charged Assets*) of the Security Agreement
- 2.3 The Security Agent (on behalf of itself and each other party to the Security Agreement) hereby consents to the accession of the Acceding Chargor to the Security Agreement on the terms of Clauses 2.1 and 2.2 of this Supplemental Deed and agrees that the Security Agreement shall hereafter be read and construed as if the Acceding Chargor had been an original party to the Security Agreement in the capacity of a Chargor (but so that the security created on this accession will be created on the date of this Supplemental Deed)

**3 INTERPRETATION**

This Supplemental Deed shall hereafter be read as one with the Security Agreement, so that all references in the Security Agreement to this Supplemental Deed shall include references to this Supplemental Deed

**4 DELIVERY**

This Supplemental Deed shall be treated as having been executed and delivered as a deed only upon being dated

**5 COUNTERPARTS**

This Supplemental 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 Supplemental Deed

**6 GOVERNING LAW**

This Supplemental Deed is governed by the laws of Ireland

**THIS SUPPLEMENTAL DEED** has been signed on behalf of the Security Agent and executed as a deed by the Acceding Chargor and is delivered by it on the date specified above

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**SCHEDULE 2 TO THE DEED OF ACCESSION**

**Security Agreement over Shares**

**SIGNATORIES**

**The Acceding Chargor**

**EXECUTED** as a **DEED** by

[Acceding Chargor]

\_\_\_\_\_ Director

\_\_\_\_\_ Director/Secretary

Address [ ]

Fax [ ]

Attention [ ]

**The Security Agent**

**SIGNED** for and on behalf of

[ ● ]

By

Name

By

Name

Address [ ]

Fax [ ]

Attention [ ]

SECURITY AGREEMENT EXECUTION PAGES

Signed and delivered as a DEED by

VALEO FOODS UK LIMITED

acting by

[Redacted Signature]

Name IAN CHRISTOPHER AINSWORTH

Title [Redacted]

[Redacted Signature]

WITNESS

REBECCA KNIGHT-SOKS

WITNESS NAME

Address

Fax No

Attention

Copy to Kirkland & Ellis International LLP

Address 30 St Mary Axe  
London EC3A 8AF  
United Kingdom

Fax [Redacted]

Attention Christopher Shield



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

The Security Agent

SIGNED for and on behalf of

WILMINGTON TRUST (LONDON) LIMITED By

Address Thrd Floor,  
1 King's Arms Yard  
London, EC2R 7AF  
United Kingdom

Fax [REDACTED]  
Email [REDACTED]  
Attention Sajada Afzal

[REDACTED]  
Sajada Afzal  
[REDACTED]

Witnessed: -

[REDACTED]  
Daniel Wynne  
[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]  
[REDACTED]

[REDACTED]

[REDACTED]