

MR01

Particulars of a charge



Companies House



Go online to file this information
www.gov.uk/companieshouse

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

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

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

For further information, please
refer to our guidance at:
www.gov.uk/companieshouse

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



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



LD2 *L7I6YDOY* #35
07/11/2018
COMPANIES HOUSE

1

Company details

Company number 0 8 8 9 4 0 3 9

Company name in full Valeo Foods UK Limited

For official use

1 2

→ 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 d 0 d 1 m 1 m 1 y 2 y 0 y 1 y 8

3

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

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

Name 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 ^①

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

☐

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

9

Signature

Please sign the form here.

Signature

Signature

X

Linklater 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 **Shamin Choudhury**

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 4134**

Certificate

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

Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

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

Important information

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

How to pay

A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper.

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

Where to send

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

For companies registered in England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

For companies registered in Scotland:

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

For companies registered in Northern Ireland:

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

Further information

For further information, please see the guidance notes on the website at www.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8894039

Charge code: 0889 4039 0012

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st November 2018 and created by VALEO FOODS UK LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 7th November 2018.

Given at Companies House, Cardiff on 14th November 2018



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

I certify 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.

Linklater LLP

05/11/2018

EXECUTION VERSION

DATED 1 November

2018

EACH OF THE PARTIES LISTED IN THE FIRST SCHEDULE

(as Confirming Companies)

and

WILMINGTON TRUST (LONDON) LIMITED

(as Security Agent)

DEED OF CONFIRMATION

McCann FitzGerald
Solicitors
Riverside One
Sir John Rogerson's Quay
Dublin 2
RCAB\30309973 1

EXECUTION VERSION

CONTENTS

CLAUSE	PAGE
1. Construction	1
2. Confirmation of Documents	2
3. General	3
4. Counterparts	3
5. Partial Invalidity	3
6. Governing Law	3
FIRST SCHEDULE	4
SECOND SCHEDULE	6

THIS DEED is made on 1st day of November 2018

BETWEEN

- (1) Each of the companies listed in the First Schedule (together, the "Confirming Companies" and each a "Confirming Company"); and
- (2) **WILMINGTON TRUST (LONDON) LIMITED**, as security agent for the Secured Parties (as defined in the Intercreditor Agreement (as defined below)) (the "Security Agent").

RECITALS:

- (A) Pursuant to an amendment agreement dated 6 August 2018 (the "2018 Amendment Agreement"), which amended the senior facilities agreement originally dated 30 April 2015 (as amended and restated pursuant to amendment and restatement agreements dated 17 August 2015, 20 August 2015, 4 September 2015 and 18 August 2017 and as amended pursuant to an amendment letter dated 4 April 2017) (the "Amended Senior Facilities Agreement") made between, amongst others, Valeo F1 Company Limited as the Company (the "Company"), Valeo Foods (Jersey) Limited (the "Parent"), J.P. Morgan Europe Limited as Agent and Wilmington Trust (London) Limited as the Security Agent, it was a condition subsequent that certain companies (including the Confirming Companies) would confirm existing security documentation to secure certain of its and other Obligors' obligations under the Amended Senior Facilities Agreement and other Senior Finance Documents.
- (B) As security for certain of its and other Obligors' obligations under the Senior Finance Documents each of the Confirming Companies entered into various Security Documents as listed under its name in the Second Schedule (*Original Security Agreements*).
- (C) The Board of Directors of each Confirming Company is satisfied that it is in the best interest and for the benefit of each such Confirming Company to enter into this Deed.

NOW THIS DEED WITNESSES as follows:

1. Construction

- 1.1 Unless otherwise defined herein, terms defined in Amended Senior Facilities Agreement and/or the Second Lien Facility Agreement (as applicable) and the Intercreditor Agreement shall have the same meaning in this Deed.

- 1.2 In this Deed (including the Recitals), the following terms shall have the following meanings:

"Debenture" means the Irish law debenture dated 6 May 2015 between (1) the Company, Valeo Foods, Valeo Holdings Unlimited and the Parent and (2) the Security Agent (as acceded to from time to time);

"Debenture Accession Deed" means the accession deed dated 5 August 2015 entered into between (1) the companies named therein as acceding chargors, including certain of the Confirming Companies, and (2) the Security Agent, pursuant to which between the relevant Confirming Companies acceded to the Debenture;

"English Obligor Debenture Accession Deed" means the accession deed dated 5 August 2015 entered into between (1) the companies incorporated under the laws of England and Wales named therein as acceding chargors, including certain of the Confirming Companies; and (2) the Security Agent, pursuant to which between the relevant Confirming Companies acceded to the Debenture;

EXECUTION VERSION

"Facilities" shall have the meaning given to that term in the Amended Senior Facilities Agreement and/or the Second Lien Facility Agreement, as applicable;

"Intercreditor Agreement" means the intercreditor agreement dated 6 May 2015 entered into between, among others, the Parent, the Original Debtors (as defined therein), J.P. Morgan Europe Limited as Senior Agent and Wilmington Trust (London) Limited as Common Security Agent;

"Kelkin Debenture Accession Deed" means the accession deed dated 25 August 2017 entered into between (1) Kelkin Limited as acceding chargor, and (2) the Security Agent, pursuant to which Kelkin Limited acceded to the Debenture;

"Original Security Agreements" means the Debenture, the Debenture Accession Deed, English Obligor Debenture Accession Deed, the Share Charge, the Supplemental Debenture and the Kelkin Debenture Accession Deed and each an **"Original Security Agreement"**;

"Second Lien Facility Agreement" means the second lien facility agreement dated 18 August 2017 between the Company, the Parent, and Wilmington Trust (London) Limited as the agent and security agent, as acceded to by certain companies (including the Company);

"Secured Obligations" shall have the meaning given to that term in the Intercreditor Agreement;

"Share Charge" means the Irish law security agreement (in respect of shares in Wardell Roberts Limited and Valeo F3 Company Limited) dated 5 August 2015 between (1) Valeo Foods UK Limited and (2) the Security Agent; and

"Supplemental Debenture" means the Irish law supplemental security agreement (in respect of shares in Kelkin Limited) dated 25 August 2017 between (1) Robert Roberts Limited and Wardell Roberts Limited and (2) the Security Agent.

1.3 The rules of construction set out in clause 1.3 (*Construction*) of each Original Security Agreement, clause 1.2 (*Construction*) of the Amended Facilities Agreement and clause 1.2 (*Construction*) of the Second Lien Facility Agreement shall apply to this Deed as if set out in full herein but as if references therein to "this Agreement" are to this Deed instead.

1.4 In the event of any inconsistency between this Deed and the Amended Senior Facilities Agreement, the Second Lien Facility Agreement and/or the Intercreditor Agreement (as applicable), the provisions of the Amended Senior Facilities Agreement shall prevail.

2. Confirmation of Documents

2.1 Each of the Confirming Companies confirms for the benefit of the Secured Parties that:

- (a) the Security granted by it, including without limitation pursuant to the Original Security Agreements to which it is a party, remains in full force and effect and legal, valid and binding notwithstanding the designation of any new document as a Senior Finance Document and/or a Second Lien Finance Document or any additions, amendments, refinancing, novation, substitution or supplements of or to the Senior Finance Documents and/or the Second Lien Finance Documents and the imposition of any amended, extended, increased, new or more onerous obligations under the Senior Finance Documents and/or the Second Lien Finance Documents in relation to any of the Confirming Companies and any Obligor, including without limitation the amendments set out in the 2018 Amendment Agreement and the obligations under the Second Lien Facilities Agreement; and

EXECUTION VERSION

- (b) the Security granted by it, including without limitation pursuant to the Original Security Agreements to which it is a party, continues to secure the Secured Obligations under the Senior Finance Documents and/or the Second Lien Finance Documents as amended and extends to all new obligations assumed by that Confirming Company and any Obligor under any amended or new Senior Finance Document and/or a Second Lien Finance Document (including, for the avoidance of doubt, the Amended Senior Facilities Agreement and the Second Lien Facility Agreement) and so that the Original Security Agreements secure the Secured Obligations as such Secured Obligations have been increased and extended pursuant to the increased, extended or new Senior Facility,

in the cases of Clauses 2.1(a) and 2.1(b) above, as a result of the entry into the 2018 Amendment Agreement.

- 2.2 This Deed shall be without prejudice to the ability of the Obligors and the Secured Parties to make further amendments to the Senior Finance Documents and/or the Second Lien Finance Documents in the future without similar confirmations.

3. **General**

- 3.1 This Deed may be executed in any number of counterparts and this will have the same effect as if the signatures on the counterpart were on a single copy of this Deed.

- 3.2 Each Confirming Company and the Security Agent intend that this document take effect as a deed notwithstanding that it may be executed under hand by one of the parties.

4. **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.

5. **Partial Invalidity**

If, at any time, any provision of this Deed 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 provisions under the law of any jurisdiction will in any way be affected or impaired.

6. **Governing Law**

This Deed and all non-contractual obligations arising out of or in connection with this Deed shall be governed by and construed in accordance with the laws of Ireland.

IN WITNESS whereof this Deed has been entered into the day and year first above written.

FIRST SCHEDULE

Confirming Companies

	Company Name	Registration Number	Jurisdiction	Relevant Documents
1.	Batchelors Unlimited Company	9032	Ireland	Debenture Accession Deed
2.	Batchelors Beverage Systems Limited	10447	Ireland	Debenture Accession Deed
3.	Beck, Smith and Associates Unlimited Company	10258	Ireland	Debenture Accession Deed
4.	Bolands Mills Unlimited Company	126378	Ireland	Debenture Accession Deed
5.	Buganda Unlimited Company	216104	Ireland	Debenture Accession Deed
6.	Erin Foods Unlimited Company	178398	Ireland	Debenture Accession Deed
7.	Fruit Juices Limited	10211	Ireland	Debenture Accession Deed
8.	Green Valley Foods Unlimited Company	15601	Ireland	Debenture Accession Deed
9.	Irish Biscuits Unlimited Company	23771	Ireland	Debenture Accession Deed
10.	Irish Biscuits Sales Unlimited Company	37640	Ireland	Debenture Accession Deed
11.	Jacob Fruitfield Food Group Unlimited Company	389374	Ireland	Debenture Accession Deed
12.	Jacob Fruitfield Foods Unlimited Company	323282	Ireland	Debenture Accession Deed
13.	Kelkin Limited	57922	Ireland	Debenture Accession Deed
14.	Maiden Acquisition Company Unlimited Company	379231	Ireland	Debenture Accession Deed
15.	Maiden Acquisition Company Holdings Unlimited Company	404122	Ireland	Debenture Accession Deed
16.	Maiden Foods Unlimited Company	167557	Ireland	Debenture Accession Deed
17.	Maiden Property Holdings Unlimited Company	447115	Ireland	Debenture Accession Deed

EXECUTION VERSION

18.	Odium Group Unlimited Company	19681	Ireland	Debenture Accession Deed
19.	Pemberton & Seymour, Limited	8032	Ireland	Debenture Accession Deed
20.	Robert Roberts Limited	2227	Ireland	Debenture Accession Deed Supplemental Debenture
21.	The Naked Bean Company Limited	405010	Ireland	Debenture Accession Deed
22.	Valeo Foods	488248	Ireland	Debenture
23.	Valeo Foods (Ireland) Unlimited Company	141059	Ireland	Debenture Accession Deed
24.	Valeo F1 Company Limited	560595	Ireland	Debenture
25.	Valeo F2 Company Limited	560834	Ireland	Debenture Accession Deed
26.	Valeo F3 Company Limited	560835	Ireland	Debenture Accession Deed
27.	W. & R. Jacob Unlimited Company	7129	Ireland	Debenture Accession Deed
28.	Wardell Roberts Limited	560834	Ireland	Debenture Accession Deed Supplemental Debenture
29.	Rowse Honey Limited	01024018	England	English Obligor Debenture Accession Deed
30.	Valeo Foods (Group) UK LLP	OC391111	England	English Obligor Debenture Accession Deed
31.	Valeo Foods UK Limited	8894039	England	English Obligor Debenture Accession Deed Share Charge
32.	MACJ One Limited	91796	Jersey	Debenture Accession Deed
33.	MACJ Two Unlimited	91797	Jersey	Debenture Accession Deed
34.	Valeo Foods (Jersey) Limited	106354	Jersey	Debenture
35.	Valeo Holdings Unlimited	106321	Jersey	Debenture

EXECUTION PAGE

THE COMPANIES

Given under the COMMON SEAL of

MAIDEN ACQUISITION COMPANY HOLDINGS
UNLIMITED COMPANY

and delivered as a DEED by

Given under the COMMON SEAL of

MAIDEN PROPERTY HOLDINGS UNLIMITED
COMPANY

and delivered as a DEED by

Given under the COMMON SEAL of

MAIDEN ACQUISITION COMPANY UNLIMITED
COMPANY

and delivered as a DEED by

Name: *Seamus Kearney*

Title: [REDACTED]

Name: *Brennan Feeney*

Title: [REDACTED]

Name: *Seamus Kearney*

Title: Director

Name: *Brennan Feeney*

Title: [REDACTED]

Name: *Seamus Kearney*

Title: [REDACTED]

Name: *Brennan Feeney*

Title: [REDACTED]

EXECUTION VERSION

Given under the COMMON SEAL of
MAIDEN FOODS UNLIMITED COMPANY
and delivered as a DEED by

[Redacted]

Name: *Seamus Kearney*

Title: [Redacted]

[Redacted]

Name: *Brendan Feeney*

Title: [Redacted]

Given under the COMMON SEAL of
BATCHELORS UNLIMITED COMPANY
and delivered as a DEED by

[Redacted]

Name: *Seamus Kearney*

Title: [Redacted]

[Redacted]

Name: *Brendan Feeney*

Title: [Redacted]

Given under the COMMON SEAL of
ERIN FOODS UNLIMITED COMPANY
and delivered as a DEED by

[Redacted]

Name: *Seamus Kearney*

Title: [Redacted]

[Redacted]

Name: *Brendan Feeney*

Title: [Redacted]

EXECUTION VERSION

Given under the COMMON SEAL of

BECK, SMITH AND ASSOCIATES UNLIMITED
COMPANY

and delivered as a DEED by

Name: Seamus Kearney

Title: [REDACTED]

Name: Brenan Kearney

Title: [REDACTED]

Given under the COMMON SEAL of

BUGANDA UNLIMITED COMPANY

and delivered as a DEED by

Name: Seamus Kearney

Title: [REDACTED]

Name: Brenan Kearney

Title: [REDACTED]

Given under the COMMON SEAL of

VALEO FOODS (IRELAND) UNLIMITED
COMPANY

and delivered as a DEED by

Name: Seamus Kearney

Title: [REDACTED]

Name: Brenan Kearney

Title: [REDACTED]

EXECUTION VERSION

Given under the COMMON SEAL of
BOLANDS MILLS UNLIMITED COMPANY
and delivered as a DEED by

[REDACTED]

Name: *Seamus Kearney*

Title: [REDACTED]

[REDACTED]

Name: *Brian Feneley*

Title: [REDACTED]

[REDACTED]

Name: *Seamus Kearney*

Title: Director/ Secretary

[REDACTED]

Name: *Brian Feneley*

Title: [REDACTED]

[REDACTED]

Name: *Seamus Kearney*

Title: [REDACTED]

[REDACTED]

Name: *Brian Feneley*

Title: [REDACTED]

EXECUTION VERSION

Given under the COMMON SEAL of
W. & R. JACOB UNLIMITED COMPANY
and delivered as a DEED by



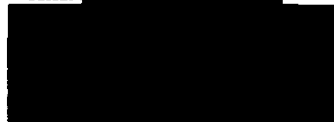
Name: Seamus Kearney

Title: [Redacted]



Name: Brendan Feeney

Title: [Redacted]



Given under the COMMON SEAL of
JACOB FRUITFIELD FOODS UNLIMITED
COMPANY
and delivered as a DEED by

Name: Seamus Kearney

Title: [Redacted]



Name: Brendan Feeney

Title: [Redacted]

Given under the COMMON SEAL of
IRISH BISCUITS UNLIMITED COMPANY
and delivered as a DEED by



Name: Seamus Kearney

Title: [Redacted]



Name: Brendan Feeney

Title: [Redacted]

EXECUTION VERSION

Given under the COMMON SEAL of
IRISH BISCUITS SALES UNLIMITED COMPANY
and delivered as a DEED by

[Redacted]

Name: *Seamus Kearney*

Title: [Redacted]

[Redacted]

Name: *Brian Feeney*

Title: [Redacted]

Given under the COMMON SEAL of
FRUIT JUICES LIMITED
and delivered as a DEED by

[Redacted]

Name: *Seamus Kearney*

Title: [Redacted]

[Redacted]

Name: *Brian Feeney*

Title: [Redacted]

[Redacted]

Given under the COMMON SEAL of
BATCHELORS BEVERAGE SYSTEMS LIMITED
and delivered as a DEED by

Name: *Seamus Kearney*

Title: [Redacted]

[Redacted]

Name: *Brian Feeney*

Title: [Redacted]

EXECUTION VERSION

Given under the COMMON SEAL of
THE NAKED BEAN COMPANY LIMITED
and delivered as a DEED by

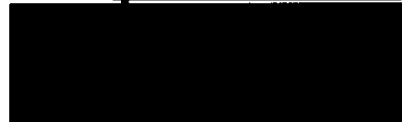


Name: *Seamus Kearney*
Title: [Redacted]

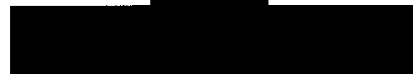


Name: *Brendan Feeney*
Title: [Redacted]

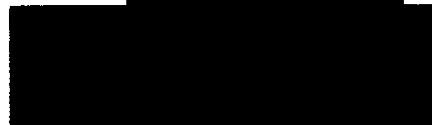
Given under the COMMON SEAL of
VALEO F2 COMPANY LIMITED
and delivered as a DEED by



Name: *Seamus Kearney*
Title: [Redacted]



Name: *Brendan Feeney*
Title: [Redacted]



Given under the COMMON SEAL of
VALEO F3 COMPANY LIMITED
and delivered as a DEED by

Name: *Seamus Kearney*
Title: [Redacted]



Name: *Brendan Feeney*
Title: Director/ Secretary

EXECUTION VERSION

Given under the COMMON SEAL of
WARDELL ROBERTS LIMITED
and delivered as a DEED by



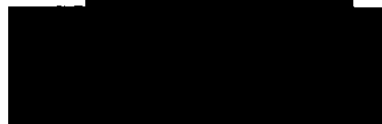
Name: Seamus Kearney

Title: [Redacted]



Name: Brenden Feaney

Title: [Redacted]



Given under the COMMON SEAL of
VALEO FOODS
and delivered as a DEED by

Name: Seamus Kearney

Title: [Redacted]



Name: Brenden Feaney

Title: [Redacted]



Given under the COMMON SEAL of
VALEO FI COMPANY LIMITED
and delivered as a DEED by

Name: Seamus Kearney

Title: [Redacted]



Name: Brenden Feaney

Title: Director/ Secretary

EXECUTION VERSION

Given under the COMMON SEAL of
GREEN VALLEY FOODS UNLIMITED COMPANY
and delivered as a DEED by



Name: *Seamus Veeney*

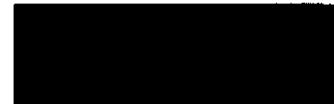
Title:



Name: *Brennan Feeney*

Title:

Given under the COMMON SEAL of
PEMBERTON & SEYMOUR, LIMITED
and delivered as a DEED by



Name: *Seamus Veeney*

Title:



Name: *Brennan Feeney*

Title:

Given under the COMMON SEAL of
ROBERT ROBERTS LIMITED
and delivered as a DEED by



Name: *Seamus Veeney*

Title:



Name: *Brennan Feeney*

Title:

EXECUTION VERSION

Given under the COMMON SEAL of
KELKIN LIMITED
and delivered as a DEED by




Name: *Seamus Kearney*

Title: 



Name: *Brendan Farnley*

Title: 

EXECUTION VERSION

**EXECUTED as a DEED by
VALEO FOODS UK LIMITED**
acting by a director

)
)
)

Director

in the presence of:

Witness
Witness name: KAUTI RAYOL
Witness address: _____

Witness occupation: _____

**EXECUTED as a DEED by
ROWSE HONEY LIMITED**
acting by a director

)
)
)

Director

in the presence of:

Witness
Witness name: KAUTI RAYOL
Witness address: _____

Witness occupation: _____

**EXECUTED as a DEED by
VALEO FOODS (GROUP) UK LLP**
acting by its member Buganda
Unlimited Company
itself acting by a director

)
)
)
)
)

Director

in the presence of:

Witness
Witness name: _____
Witness address: _____

Witness occupation: _____

EXECUTION VERSION

EXECUTED as a DEED by
VALEO FOODS UK LIMITED
acting by a director

)
)
)

Director

in the presence of:

Witness

Witness name: _____

Witness address: _____

Witness occupation: _____

EXECUTED as a DEED by
ROWSE HONEY LIMITED
acting by a director

)
)
)

Director

in the presence of:

Witness

Witness name: _____

Witness address: _____

Witness occupation: _____

EXECUTED as a DEED by
VALEO FOODS (GROUP) UK LLP
acting by it member Buganda
Unlimited Company
itself acting by a director

)
)
)
)
)

Director

in the presence of:

Witness

Witness name: DECLAN MURPHY

Witness address: _____

Witness occupation: _____

EXECUTION VERSION

**EXECUTED as a DEED by
MACJ ONE LIMITED**
acting by its authorised signatory under the
authority of the company, in accordance with
the laws of its jurisdiction of incorporation

)
)
)
)
)

Authorised Signatory

**EXECUTED as a DEED by
MACJ TWO UNLIMITED**
acting by its authorised signatory under the
authority of the company, in accordance with
the laws of its jurisdiction of incorporation

)
)
)
)
)

Authorised Signatory

**EXECUTED as a DEED by
VALEO FOODS (JERSEY) LIMITED**
acting by its authorised signatory under the
authority of the company, in accordance with
the laws of its jurisdiction of incorporation

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Authorised Signatory

**EXECUTED as a DEED by
VALEO HOLDINGS UNLIMITED**
acting by its authorised signatory under the
authority of the company, in accordance with
the laws of its jurisdiction of incorporation

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)
)

Authorised Signatory

EXECUTION VERSION

THE SECURITY AGENT

SIGNED for and on behalf of

WILMINGTON TRUST (LONDON) LIMITED

By:



**Sajada Afzal
Vice President**

Address:

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

Fax:

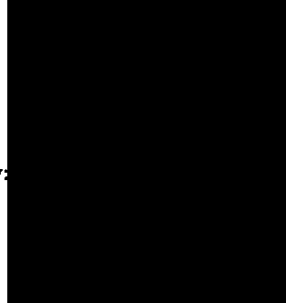


Email:



Attention: Sajada Afzal

By:



**Keith Reader
Authorised Signatory**