



Registration of a Charge

Company name: **SCOTCO CENTRAL LIMITED**

Company number: **09950817**



X6D37L2X

Received for Electronic Filing: **18/08/2017**

Details of Charge

Date of creation: **17/08/2017**

Charge code: **0995 0817 0009**

Persons entitled: **LLOYDS BANK PLC (AS SECURITY AGENT)**

Brief description:

Contains fixed charge(s).

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: **SHOOSMITHS LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9950817

Charge code: 0995 0817 0009

The Registrar of Companies for England and Wales hereby certifies that a charge dated 17th August 2017 and created by SCOTCO CENTRAL LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 18th August 2017 .

Given at Companies House, Cardiff on 22nd August 2017

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**

SUPPLEMENTAL DEED

THIS DEED is made the 17th day of August 2017

BETWEEN

1. Scotco Central Limited a company incorporated in England and Wales (company number 09950817) whose registered office is Marina Buildings, Harleyford Estate, Henley Road, Marlow, Buckinghamshire SL7 2DX (the "Chargor"); and
2. Lloyds Bank plc (the "Security Agent").

BACKGROUND

Since the date of the Debenture (as defined below) the Chargor has entered into the Additional Material Contract and has acquired the Additional Asset and enters into this Supplemental Deed to supplement the security granted by it pursuant to the Debenture.

It is intended that this document take effect as a deed notwithstanding the fact that a Party may only execute it under hand.

The Parties agree as follows:

1 Interpretation

- 1.1 Terms defined in the Debenture have the same meaning in this Deed unless given a different meaning in this Deed.
- 1.2 The provisions of clause 1.2 (*Interpretation*) of the Debenture apply to this Deed as though they were set out in full in this Deed, except that references to the Debenture will be construed as references to this Deed.
- 1.3 References within the Debenture to "Charged Property" shall be construed so as to extend to and include the Additional Material Contract and Additional Asset.
- 1.4 In this Supplemental Deed the following definitions apply:

"Additional Asset" 2 ordinary shares of £1.00 each held by the Chargor in Kout Food Group Chicken Limited (a company incorporated in England and Wales with company number 00930481).

"Additional Material Contract" (a) the Kout Acquisition Agreement (as defined in the Facility Agreement (as defined in the Debenture)); and

(b) all Related Rights.

"Debenture" the debenture dated 10 July 2017 granted by the Chargor in favour of the Security Agent as continuing security for the Secured Obligations and registered with charge code 0995 0817 0006; and

"Secured Obligations"

all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally, as principal or surety and/or in any other capacity whatsoever) owed by the Chargor to the Secured Parties under or in connection with the Finance Documents together with all costs, charges and expenses incurred by the Secured Parties in connection with the protection, preservation or enforcement of its respective rights under the Finance Documents.

- 1.5 The Debenture continues and remains in full force and effect and this Supplemental Deed shall be read and construed as one with the Debenture so that all references to 'this Deed' in the Debenture shall include reference to this Supplemental Deed.
- 1.6 Unless expressly provided to the contrary in this Deed, 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.
- 1.7 Notwithstanding any terms 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.
- 1.8 This Deed is a Finance Document.

2 Covenant to Pay

The Chargor covenants that it will pay and discharge the Secured Obligations to the Security Agent as and when the same are due.

3 Grant of Security

- 3.1 Supplemental to clause 3 (*Grant of Security*) of the Debenture, the Chargor with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 charges in favour of the Security Agent as continuing security for the payment and discharge of the Secured Obligations:

- 3.1.1 by way of first fixed charge, the Additional Asset; and

- 3.1.2 all rights, interests and claims in the Additional Material Contract other than those validly and effectively assigned under clause 3.2 below.

- 3.2 The Chargor with full title guarantee assigns to the Security Agent absolutely, subject to a proviso for re-assignment on redemption to the Security Agent as continuing security for the payment and discharge of the Secured Obligations all of its rights, title, interest and benefit from time to time in and to the Additional Material Contract.

4 Perfecting Security

The Chargor shall take such action in accordance with Clause 6 (*Perfection of Security*) of the Debenture in respect of the Additional Asset and Additional Material Contract as if the Additional Asset and Additional Material Contract had been Charged Property on the date of the Debenture.

5 Representations

The Chargor represents and warrants to the Security Agent as at the date of this Supplemental Deed that all of the representations and warranties set out in clause 8 (*Representations*) of the Debenture are true and accurate on the date of this Supplemental Deed by reference to the facts and circumstances existing on the date of this Supplemental Deed and as if references in those clauses to "this Deed" were to this Deed.

6 Miscellaneous

- 6.1 The provisions of clauses 21.5 (*Partial invalidity*), 24 (*Counterparts*) and 26 (*Jurisdiction*) of the Debenture apply to this Deed as if set out in full in this letter but as though references to the Debenture were references to this Deed.
- 6.2 This Deed and any non-contractual obligations arising out of or in connection with it shall be governed by English law

THIS DEED has been signed on behalf of the Security Agent and **EXECUTED AS A DEED** by the Chargor and is delivered by them on the date specified at the beginning of this Deed

SIGNATORIES

EXECUTED as a DEED by

SCOTCO CENTRAL LIMITED

acting by a director in the presence of:) Director

Print name: MICHAEL HUBERT

Signature of witness

Print name (in BLOCK CAPITALS): DAMIAN MULLAN

Address:

Occupation:

THE SECURITY AGENT

SIGNED by

for and on behalf of

LLOYDS BANK PLC

) **Authorized signatory**

) Print name: