



Registration of a Charge

Company name: **MYFRESH PREPARED PRODUCE LIMITED**

Company number: **10696607**



X8Z0J997

Received for Electronic Filing: **17/02/2020**

Details of Charge

Date of creation: **13/02/2020**

Charge code: **1069 6607 0007**

Persons entitled: **LLOYDS BANK CORPORATE MARKETS PLC**

Brief description: **PARRIPAK, CHICKSANDS, SHEFFORD, SG17 5QB (T/N: BD180944) AND TWO PARCELS OF LAND LYING TO THE NORTH WEST AND NORTH EAST OF SPITFIRE ROAD, CHICKSANDS (T/N: BD207001). TRADE MARK DATED 15.08.2014 WITH THE TRADE MARK NAME MYFRESH PREPARED (TRADE MARK NUMBER: 3044464). TRADE MARK DATED 02.06.2000 WITH THE TRADE MARK NAME THE FOOD DOCTOR (TRADE MARK NUMBER: UK00002218867).**

Contains fixed charge(s).

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

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

Certified by: **SHOOSMITHS LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10696607

Charge code: 1069 6607 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 13th February 2020 and created by MYFRESH PREPARED PRODUCE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 17th February 2020 .

Given at Companies House, Cardiff on 18th February 2020

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

DATED 13TH FEBRUARY 2020
~~2019~~

(1) THE COMPANIES LISTED IN SCHEDULE 1 TO THIS DEED
as Original Chargors

- and -

(2) LLOYDS BANK CORPORATE MARKETS PLC
as Bank

GROUP DEBENTURE

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THIS DEBENTURE is made on

13TH FEBRUARY

20²⁰
2019

BETWEEN:

- (1) THE COMPANIES LISTED IN SCHEDULE 1 TO THIS DEED (the "Original Chargers"); and
- (2) LLOYDS BANK CORPORATE MARKETS PLC (the "Bank")

IT IS AGREED:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed at all times the following terms have the following meanings:

"Acceleration Rights" means the making of any demand by the Bank for the repayment, prepayment or discharge pursuant to a Facility Agreement in accordance with its term;

"Accession Deed" means an accession deed substantially in the form set out in schedule 6 (*Form of Accession Deed*);

"Account Bank" means:

- (a) the Bank; and/or
- (b) such other bank which is an Affiliate of the Bank and with which any Charged Account is maintained from time to time;

"Act" means the Law of Property Act 1925;

"Affiliate" means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company;

"Assigned Assets" means the Security Assets expressed to be assigned pursuant to clause 4.2 (*Security assignments*);

"Authorisation" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration;

"Base Currency" means Sterling;

"Business Day" means a day (other than a Saturday or Sunday) on which banks are open for general business in London;

"Charged Investments" means the Charged Securities and all present and future Related Rights accruing to all or any of the Charged Securities;

"Charged Securities" means all stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or "investments" (as defined in part II of schedule II to the Financial Services and Markets Act 2000 as in force at the date of this Deed) now or in future owned (legally or beneficially) by a Charger, held by a

nominee, trustee, fiduciary or clearance system on its behalf or in which such Chargor has an interest at any time;

"Chargors" means:

- (a) the Original Chargors; and
- (b) any other company which accedes to this Deed pursuant to an Accession Deed;

"Debenture Security" means the Security created or evidenced by or pursuant to this Deed or any Accession Deed;

"Default Rate" means the rate equal to one per cent (1%) above the rate which would have been payable in respect of an overdue amount if that overdue amount had not been overdue;

"Delegate" means any delegate, sub-delegate, agent, attorney or co-trustee appointed by the Bank or by a Receiver;

"Enforcement Event" means each event of default or termination event, in each case, howsoever defined under any Facility Agreement, and, if the relevant Secured Obligations are payable or cancellable on demand, the making of such demand;

"Facility Agreement" means any finance or credit agreement between any Chargor and the Lloyds Bank Corporate Markets Plc under which Secured Obligations arise;

"Hedging Agreement" means any master agreement, confirmation, schedule or other agreement in agreed form entered into or to be entered into by the Company and the Bank for the purpose of hedging the types of liabilities and/or risks in relation to any facility with the Bank;

"Holding Company" means, in relation to a person, any other person in respect of which it is a Subsidiary;

"Insurances" means all policies of insurance (and all cover notes) which are at any time held by or written in favour of a Chargor, or in which a Chargor from time to time has an interest including, without limitation, the policies of insurance (if any) specified in part 6 of schedule 2 (*Details of Security Assets*), but excluding such policies of insurance to the extent that they relate to third party liabilities;

"Intellectual Property" means all legal and/or equitable interests (including, without limitation, the benefit of all licences in any part of the world) of each Chargor in, or relating to:

- (a) any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered; and
- (b) the benefit of all applications and rights to use such assets of each Chargor (which may now or in the future subsist),

(including, without limitation, the intellectual property rights (if any) specified in part 4 of schedule 2 (*Details of Security Assets*));

"Bank's Spot Rate of Exchange" means the Bank's spot rate of exchange for the purchase of the relevant currency with the Base Currency in the London foreign exchange market at or about 11.00am on a particular day;

"Material Intellectual Property" means:

- (a) the intellectual property rights (if any) specified in part 4 of schedule 2 (*Details of Security Assets*);
- (b) any Intellectual Property with a value of £100,000 or more; and
- (c) any Intellectual Property necessary for the Chargor's business;

"Parent" means William Jackson Foods Limited (a company incorporated and registered in England and Wales with company number 11273230);

"Party" means a party to this Deed;

"Permitted Disposal" means any disposal:

- (a) made with the prior written consent of the Bank; or
- (b) expressly permitted under a Facility Agreement;

"Permitted Security" means any Security or Quasi-Security:

- (a) created or subsisting with the prior written consent of the Bank;
- (b) expressly permitted under a Facility Agreement; or
- (c) created by this Deed;

"Planning Acts" means:

- (a) the Town and Country Planning Act 1990;
- (b) the Planning (Listed Buildings and Conservation Areas) Act 1990;
- (c) the Planning (Hazardous Substances) Act 1990;
- (d) the Planning (Consequential Provisions) Act 1990;
- (e) the Planning and Compensation Act 1991;
- (f) any regulations made pursuant to any of the foregoing; and
- (g) any other legislation of a similar nature;

"Quasi-Security" means an arrangement or transaction to:

- (a) sell, transfer or otherwise dispose of any of its receivables on recourse terms;
- (b) 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
- (c) enter into any other preferential arrangement having a similar effect;

"Real Property" means all estates and interests in freehold, leasehold and other immovable property (wherever situated) now or in future belonging to any Chargor or in which any Chargor has an interest at any time (including the registered and unregistered land (if any) in England and Wales specified in part 1 of schedule 2 (*Details of Security Assets*) ("**Specified Real Property**"), together with:

- (a) all buildings and fixtures (including trade fixtures) and fixed plant and machinery at any time thereon;
- (b) all easements, rights and agreements in respect thereof; and
- (c) the benefit of all covenants given in respect thereof;

"Receivables" means all present and future book debts and other debts, rentals, royalties, fees, VAT and monetary claims and all other amounts at any time recoverable or receivable by, or due or owing to, any Chargor (whether actual or contingent and whether arising under contract or in any other manner whatsoever) together with:

- (a) the benefit of all rights, guarantees, Security and remedies relating to any of the foregoing (including, without limitation, negotiable instruments, indemnities, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights); and
- (b) all proceeds of any of the foregoing;

"Receiver" means a receiver, or receiver and manager or administrative receiver of the whole or any part of the Security Assets appointed by the Bank under this Deed;

"Related Rights" means, in relation to any Charged Security:

- (a) all dividends, distributions and other income paid or payable on the relevant Charged Security or on any asset referred to in paragraph (b) of this definition; and
- (b) all rights, monies or property accruing or offered at any time in relation to such Charged Security whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise;

"Relevant Contract" means each agreement (if any) specified in part 5 of schedule 2 (*Details of Security Assets*) together with each other agreement supplementing or amending or novating or replacing the same;

"Secured Obligations" means all or any money and liabilities which shall from time to time (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to the Bank by each Chargor, whether actually or contingently, solely or jointly and whether as principal or surety (or guarantor or cautioner), including any money and liabilities of each Chargor to a third party which have been assigned or novated to or otherwise vested in the Bank and including interest, discount, commission and other lawful charges or expenses which the Bank may in the course of its business charge or incur in respect of any of those matters or for keeping each Chargor's account, and so that interest shall be computed and compounded according to the usual rates and practice (or otherwise agreed in writing) after as well as before any demand made or judgment or decree contained under or in relation to this Deed;

"Secured Parties" means the Bank and any Receiver or Delegate;

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect;

"Security Account" has the meaning given to that term in clause 11.9(a)(iii);

"Security Assets" means all property and assets from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) by or pursuant to this Deed;

"Security Period" means the period beginning on the date of this Deed and ending on the date on which:

- (a) all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full; and
- (b) the Bank has no further commitment, obligation or liability to any Chargor (including to make any finance credit or other accommodation available to any Chargor);

"Sterling" and "£" means the lawful currency of the United Kingdom;

"Subsidiary" means a subsidiary within the meaning of section 1159 of the Companies Act 2006 but for the purposes of section 1159(1) of the Companies Act 2006 a company shall be treated as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee), whether by way of security or in connection with the taking of security or (b) its nominee; and

"VAT" means:

- (a) any tax imposed in compliance with the Council Directive of 28 November 2006 on the common system of value added tax (EC Directive 2006/112); and
- (b) any other tax of a similar nature, whether imposed in a member state of the European Union in substitution for, or levied in addition to, such tax referred to in paragraph (a) above, or imposed elsewhere.

1.2 Interpretation

- (a) Unless a contrary indication appears, any reference in this Deed to:
 - (i) a "Chargor", the "Bank" or any other "Secured Party" or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees;
 - (ii) "this Deed", a "Facility Agreement" or any other agreement or instrument is a reference to this Deed, that Facility Agreement or that other agreement or instrument as amended, supplemented, extended, restated, novated and/or replaced in any manner from time to time (however fundamentally and even if any of the same increases the obligations of any Chargor or provides for further advances);
 - (iii) "Secured Obligations" includes obligations and liabilities which would be treated as such but for the liquidation, administration or dissolution of or similar event affecting any Chargor; and
 - (iv) "assets" includes present and future properties, revenues and rights of every description;

- (v) "guarantee" means any guarantee, letter of credit, bond, indemnity or similar assurance against loss, or any obligation, direct or indirect, actual or contingent, to purchase or assume any indebtedness of any person or to make an investment in or loan to any person or to purchase assets of any person where, in each case, such obligation is assumed in order to maintain or assist the ability of such person to meet its indebtedness;
 - (vi) "indebtedness" includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;
 - (vii) a "person" includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality);
 - (viii) a "regulation" includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organisation;
 - (ix) a time of day is a reference to London time; and
 - (x) "includes" means includes or including without limitation.
- (b) Section, clause and schedule headings are for ease of reference only.
 - (c) An Enforcement Event is "continuing" if it has not been remedied or waived.
 - (d) Each undertaking of a Chargor (other than a payment obligation) contained in this Deed:
 - (i) must be complied with at all times during the Security Period; and
 - (ii) is given by such Chargor for the benefit of the Bank.
 - (e) The terms of each Facility Agreement and any side letters between any of the parties are incorporated in this Deed to the extent required to ensure that any disposition of the Real Property contained in this Deed is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
 - (f) If the Bank reasonably considers that an amount paid by any Chargor to it under this Deed is capable of being avoided or otherwise set aside on the liquidation or administration of such Chargor, then that amount shall not be considered to have been irrevocably paid for the purposes of this Deed.
 - (g) The Parties intend that this document shall take effect as a deed notwithstanding the fact that a Party may only execute this document under hand.

1.3 Joint and several

The liabilities and obligations of each Chargor under this Deed are joint and several. Each Chargor agrees to be bound by this Deed notwithstanding that any other Chargor which was intended to sign or be bound by this Deed did not so sign or is not bound by this Deed.

1.4 Third party rights

A person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Deed.

2. COVENANT TO PAY

2.1 Covenant to pay

- (a) Each Chargor, as principal obligor and not merely as surety, covenants in favour of the Bank that it will pay and discharge the Secured Obligations from time to time when they fall due.
- (b) Every payment by a Chargor of a Secured Obligation which is made to or for the benefit of the Bank to which that Secured Obligation is due and payable, shall operate in satisfaction to the same extent of the covenant contained in clause 2.1(a).

2.2 Default interest

- (a) Any amount which is not paid under this Deed when due shall bear interest (both before and after judgment and payable on demand) from the due date until the date on which such amount is unconditionally and irrevocably paid and discharged in full, at the Default Rate from time to time.
- (b) Default interest will accrue from day to day on a year of 365 days and will be compounded at such intervals as the Bank states are appropriate.

For the avoidance of doubt, interest shall not be charged twice on any unpaid sums or outstanding amounts.

3. GRANT OF SECURITY

3.1 Nature of security

All Security and dispositions created or made by or pursuant to this Deed are created or made:

- (a) in favour of the Bank;
- (b) with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994; and
- (c) as continuing security for payment of the Secured Obligations.

3.2 Qualifying floating charge

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to any floating charge created by or pursuant to this Deed (and each such floating charge is a qualifying floating charge for the purposes of the Insolvency Act 1986).

4. FIXED SECURITY

4.1 Fixed charges

Each Chargor charges and agrees to charge all of its present and future right, title and interest in and to the following assets which are at any time owned by it, or in which it from time to time has an interest:

- (a) by way of first legal mortgage:
 - (i) the Real Property (if any) specified in part 1 of schedule 2 (*Details of Security Assets*); and
 - (ii) all Real Property (if any) not charged by clause 4.1(a)(i) at the date of this Deed vested in, or charged to, such Chargor;
- (b) by way of first fixed charge:
 - (i) all Real Property and all interests in Real Property not charged by clause 4.1(a);
 - (ii) all licences to enter upon or use land and the benefit of all other agreements relating to land; and
 - (iii) the proceeds of sale of all Real Property;
- (c) by way of first fixed charge all plant and machinery (not charged by clause 4.1(a) or 4.1(b)) and the benefit of all contracts, licences and warranties relating to the same;
- (d) by way of first fixed charge:
 - (i) all computers, vehicles, office equipment and other equipment (not charged by clause 4.1(c)); and
 - (ii) the benefit of all contracts, licences and warranties relating to the same;
- (e) by way of first fixed charge:
 - (i) the Charged Securities referred to in part 2 of schedule 2 (*Details of Security Assets*); and
 - (ii) all Charged Securities not charged by clause 4.1(e)(i),

in each case, together with (A) all Related Rights from time to time accruing to those Charged Securities and (B) all rights which such Chargor may have at any time against any clearance or settlement system or any custodian in respect of any Charged Investments;
- (f) by way of first fixed charge:
 - (i) the Security Accounts and all monies at any time standing to the credit of the Security Accounts; and
 - (ii) all accounts of the Chargor with any bank, financial institution or other person at any time not charged by clause 4.1(f)(i) and all monies at any time standing to the credit of such accounts,

in each case, together with all interest from time to time accrued or accruing on such monies, any investment made out of such monies or account and all rights to repayment of any of the foregoing;

- (g) by way of first fixed charge:
 - (i) the Intellectual Property (if any) specified in part 4 of schedule 2 (*Details of Security Assets*); and
 - (ii) all Intellectual Property (if any) not charged by clause 4.1(g)(i);
- (h) to the extent that any Assigned Asset is not effectively assigned under clause 4.2 (*Security assignments*), by way of first fixed charge such Assigned Asset;
- (i) by way of first fixed charge (to the extent not otherwise charged or assigned in this Deed):
 - (i) the benefit of all licences, consents, agreements and Authorisations held or used in connection with the business of such Chargor or the use of any of its assets;
 - (ii) each Hedging Agreement and each other agreement supplementing or amending or replacing or novating the same, and all rights and remedies in connection with them and all proceeds and claims arising from them; and
 - (iii) any letter of credit issued in favour of such Chargor and all bills of exchange and other negotiable instruments held by it; and
- (j) by way of first fixed charge all of the goodwill and uncalled capital of such Chargor.

4.2 Security assignments

Each Chargor assigns and agrees to assign absolutely (subject to a proviso for reassignment on redemption) all of its present and future right, title and interest in and to:

- (a) in respect of the Relevant Contracts:
 - (i) the Relevant Contracts themselves and all rights and remedies in connection with the Relevant Contracts; and
 - (ii) all proceeds and claims arising from them;
- (b) each of the following:
 - (i) all Insurances specified in part 6 of schedule 2 (*Details of Security Assets*); and
 - (ii) all Insurances not assigned by clause 4.2(b)(i),
 and all claims under such Insurances and all proceeds of such Insurances;
- (c) the Security Accounts and all monies at any time standing to the credit of the Security Accounts, together with all interest from time to time accrued or accruing on such monies, any investment made out of such monies or account and all rights to repayment of any of the foregoing; and
- (d) all Receivables not assigned under clauses 4.2(a), 4.2(b) or 4.2(c).

To the extent that any Assigned Asset described in clauses 4.2(a) and 4.2(b) is not assignable, the assignment which that clause purports to effect shall operate as an assignment of all present and future rights and claims of such Chargor to any proceeds of such Insurances.

4.3 Notice of assignment and/or charge - immediate notice

(a) Each Chargor shall:

- (i) in respect of each of its Insurances, following a request from the Bank when an Event of Default is continuing, deliver a duly completed notice of assignment addressed to each other party to that Insurance to the Bank (to be held by the Bank who is hereby authorised to serve it on the relevant other party to that Insurance if the Bank has exercised its Acceleration Rights) and shall use its reasonable endeavours to procure that, after receiving written notification from the Bank that such notices have been served on the other party to that Insurance in accordance with this clause, each such party executes and delivers to the Bank within 14 days of such written notification an acknowledgement, in each case in substantially the form set out in schedule 5 (*Form of notice to and acknowledgement by insurers*);
- (ii) in respect of the Security Accounts (if any) held with an Account Bank other than the Bank, deliver a duly completed notice addressed to that Account Bank to the Bank (to be held by the Bank who is hereby authorised to serve it on the relevant Account Bank if the Bank has exercised its Acceleration Rights) and shall use its reasonable endeavours to procure that, after receiving written notification from the Bank that such notices have been served on that Account Bank following the exercise of the Bank's rights under this clause, the Account Bank executes and delivers to the Bank within 14 days of such written notification an acknowledgement, in each case in substantially the form set out in schedule 3 (*Form of notice to and from Account Bank*),

or, in each case, in such other form as the Bank shall agree.

- (b) This Deed constitutes notice to, and acknowledged by the Bank of the Debenture Security over the Charged Accounts held with the Bank and any Hedging Agreement but this shall not prevent the Bank from exercising any rights of set-off in respect of obligations under any such asset.

4.4 Notice of assignment - Relevant Contracts

If the Bank has exercised its Acceleration Rights, each Chargor will, in respect of each Relevant Contract to which it is a party, deliver a duly completed notice of assignment to each other party to that Relevant Contract, and use its reasonable endeavours to procure that each such party executes and delivers to the Bank within 14 days of such notice an acknowledgement, in each case in substantially the respective form set out in schedule 4 (*Form of notice to and acknowledgement by party to Relevant Contract*) (or in such other form as the Bank shall agree).

4.5 Assigned Assets

The Bank is not obliged to take any steps necessary to preserve any Assigned Asset, to enforce any term of a Relevant Contract against any person or to make any enquiries as to the nature or sufficiency of any payment received by it pursuant to this Deed.

5. FLOATING CHARGE

Each Chargor charges and agrees to charge by way of first floating charge all of its present and future:

- (a) assets and undertaking (wherever located) not otherwise effectively charged by way of fixed mortgage or charge or assigned pursuant to clause 4.1 (*Fixed charges*), clause 4.2 (*Security assignments*) or any other provision of this Deed; and
- (b) (whether or not effectively so charged or assigned) heritable property and all other property and assets in Scotland.

6. CONVERSION OF FLOATING CHARGE

6.1 Conversion by notice

The Bank may, by written notice to a Chargor, convert the floating charge created under this Deed into a fixed charge as regards all or any of the assets of such Chargor specified in the notice if:

- (a) an Enforcement Event has occurred and is continuing; or
- (b) the Bank considers any Security Assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy.

6.2 Small companies

The floating charge created under this Deed by any Chargor shall not convert into a fixed charge solely by reason of a moratorium being obtained under the Insolvency Act 2000 (or anything done with a view to obtaining such a moratorium) in respect of such Chargor.

6.3 Automatic conversion

The floating charge created under this Deed shall (in addition to the circumstances in which the same will occur under general law) automatically convert into a fixed charge:

- (a) in relation to any Security Asset which is subject to a floating charge if:
 - (i) such Chargor creates (or attempts or purports to create) any Security on or over the relevant Security Asset without the prior written consent of the Bank; or
 - (ii) any third party levies or attempts to levy any distress, execution, attachment or other legal process against any such Security Asset; and
- (b) over all Security Assets of a Chargor which are subject to a floating charge if an administrator is appointed in respect of such Chargor or the Bank receives notice of intention to appoint such an administrator (as contemplated by the Insolvency Act 1986).

6.4 Scottish property

Clause 6.3 (*Automatic conversion*) will not apply to any assets situated in Scotland if, and to the extent that, a Receiver would not be capable of exercising his powers in Scotland pursuant to section 72 of the Insolvency Act 1986 by reason of such automatic conversion.

6.5 Partial conversion

The giving of a notice by the Bank pursuant to clause 6.1 (*Conversion by notice*) in relation to any asset or class of assets of any Chargor shall not be construed as a waiver or abandonment of the rights of the Bank to serve similar notices in respect of any other asset or class of assets or of any other right of the Bank and/or the other Secured Parties.

7. CONTINUING SECURITY

7.1 Continuing security

The Debenture Security is continuing and will extend to the ultimate balance of the Secured Obligations regardless of any intermediate payment or discharge in whole or in part. This Deed shall remain in full force and effect as a continuing security for the duration of the Security Period.

7.2 Additional and separate security

This Deed is in addition to, without prejudice to, and shall not merge with, any other right, remedy, guarantee or Security which the Bank and/or any other Secured Party may at any time hold for any Secured Obligation.

7.3 Right to enforce

This Deed may be enforced in accordance with its terms against each or any Chargor without the Bank and/or any other Secured Party first having recourse to any other right, remedy, guarantee or Security held by or available to it or any of them.

8. LIABILITY OF CHARGORS RELATING TO SECURITY ASSETS

Notwithstanding anything contained in this Deed or implied to the contrary, each Chargor remains liable to observe and perform all conditions and obligations assumed by it in relation to the Security Assets. The Bank is under no obligation to perform or fulfil any such condition or obligation or to make any payment in respect of any such condition or obligation.

9. ACCOUNTS

No monies at any time standing to the credit of any account (of any type and however designated) of any Chargor with the Bank or in which any Chargor has an interest (and no rights and benefits relating thereto) shall be capable of being assigned to any person other than the Bank or being the subject of any Security other than as contemplated by this Deed or as permitted under a Facility Agreement.

10. REPRESENTATIONS

10.1 General

Each Chargor makes the representations and warranties set out in this clause 10 to the Bank and to each other Secured Party.

10.2 No Security Interests

No Security or Quasi-Security exists over all or any of the present or future Security Assets of any Chargor other than Permitted Security.

10.3 Ranking

The Debenture Security has or will have first ranking priority and is not subject to any prior ranking or *pari passu* ranking Security.

10.4 Ownership of Security Assets

Each Chargor is the sole legal and beneficial owner of all the Security Assets identified against its name in schedule 2 (*Details of Security Assets*), save to the extent that such Security Assets have been disposed pursuant to a Permitted Disposal or otherwise with the prior written consent of the Bank, and except in respect of those Charged Securities (if any) which are stated to be held by a nominee for a Chargor, in which case such Chargor is the beneficial owner only of such Charged Securities.

10.5 Charged Securities

The Charged Securities listed in part 2 of schedule 2 (*Details of Security Assets*) are fully paid and constitute the entire share capital owned by each Chargor in the relevant company and constitute the entire share capital of each such company.

10.6 Real Property

In relation to the Real Property part 1 of schedule 2 (*Details of Security Assets*) identifies all freehold and leasehold Real Property which is beneficially owned by each Chargor at the date of this Deed.

10.7 Time when representations made

- (a) All the representations and warranties in this clause 10 are made by each Original Chargor on the date of this Deed and (except for those in clause 10.5 (*Charged Securities*) and 10.6 (*Real Property*)) are also deemed to be made by each Original Chargor every three months after the date of this Deed.
- (b) Each representation or warranty deemed to be made after the date of this Deed shall be deemed to be made by reference to the facts and circumstances existing at the date the representation or warranty is deemed to be made.

11. UNDERTAKINGS BY THE CHARGORS

11.1 Negative pledge and Disposals

No Chargor shall do or agree to do any of the following:

- (a) create or permit to subsist any Security or Quasi-Security on any Security Asset other than Permitted Security; or
- (b) sell, transfer, lease, lend or otherwise dispose of (whether by a single transaction or a number of transactions and whether related or not and whether voluntarily or involuntarily) the whole or any part of its interest in any Security Asset other than a Permitted Disposal.

11.2 Access

If an Enforcement Event is continuing or the Bank reasonably suspects an Enforcement Event is continuing or may occur, each Chargor shall permit the Bank and/or accountants or other professional advisers and contractors of the Bank free access at all reasonable times and on reasonable notice at the risk and cost of that Chargor to (a) the premises, assets, books, accounts and records of that Chargor and (b) meet and discuss matters with those member of the senior management team as the Bank may feel appropriate.

11.3 Security Assets generally

Each Chargor shall:

- (a) notify the Bank within 14 days of receipt of every material notice, order, application, requirement or proposal given or made in relation to, the Security Assets by any competent authority, and (if required by the Bank):
 - (i) provide it with a copy of the same within five Business Days of request; and
 - (ii) either (A) comply with such notice, order, application, requirement or proposal or (B) make such objections to the same as the Bank may require or approve, unless being contested in good faith;
- (b) pay all rates, rents, and other outgoings owed by it in respect of the Security Assets, unless being contested in good faith;
- (c) comply with:
 - (i) all material obligations in relation to the Security Assets under any present or future regulation or requirement of any competent authority or any Authorisation; and
 - (ii) all material covenants and obligations affecting any Security Asset (or its manner of use);
- (d) not, except with the prior written consent of the Bank (such consent not to be unreasonably withheld or delayed), enter into any onerous or restrictive obligation affecting any Security Asset expressed to be subject to a fixed charge pursuant to this Deed;
- (e) provide the Bank with all information which it may reasonably request in relation to the Security Assets; and
- (f) not do, cause or permit to be done anything which may in any way materially depreciate, jeopardise or otherwise prejudice the value or marketability of any Security Asset (or make any omission which has such an effect).

11.4 Authorisations

Each Chargor shall promptly obtain, comply with and do all that is necessary to maintain in full force and effect, and supply certified copies to the Bank of any Authorisation required under any law or regulation to enable it to perform its obligations under this Deed.

11.5 Deposit of documents and notices

Each Chargor shall:

- (a) promptly at the request of the Bank at any time when an Enforcement Event is continuing, and in any event within 30 days of such request and without prejudice to clause 11.13(a), deposit with the Bank:
 - (i) all deeds and documents of title relating to the Security Assets; and
 - (ii) all local land charges, land charges and the Land Registry search certificates and similar documents received by or on behalf of a Chargor,(each of which the Bank may hold throughout the Security Period); and
- (b) promptly on request by the Bank at any time when an Enforcement Event is continuing, and in any event within 14 days of such request by the Bank, affix to any plant, machinery, fixtures, fittings, computers, vehicles, office equipment, other equipment and other asset for the time being owned by it (in a prominent position) a durable notice of this Deed (in any form required by the Bank).

11.6 Real Property undertakings - maintenance

- (a) Each Chargor shall maintain all buildings and erections forming part of the Security Assets in a good state of repair, ordinary wear and tear excepted.
- (b) No Chargor shall, except with the prior written consent of the Bank:
 - (i) confer on any person any lease or tenancy of any of the Specified Real Property or accept a surrender of any lease or tenancy (whether independently or under any statutory power);
 - (ii) confer on any person any right or licence to occupy any land or buildings forming part of the Specified Real Property; or
 - (iii) grant any licence to assign or sub-let any part of the Specified Real Property.
- (c) No Chargor shall carry out any development within the meaning of the Planning Acts in or upon any part of the Real Property without first obtaining such permissions as may be required under or by virtue of the Planning Acts and, in the case of development involving a substantial change in the structure of, or a change of use of, any part of the Real Property, without first obtaining the written consent of the Bank (such consent not to be unreasonably withheld or delayed).
- (d) No Chargor shall do, or permit to be done, anything as a result of which any lease material to the business of the Chargors may be liable to forfeiture or otherwise be determined.
- (e) Each Chargor shall permit the Bank and any person nominated by it at all reasonable times with reasonable notice to enter any part of the Real Property and view the state of it, such entry to be limited to once a year unless an Enforcement Event is continuing.

11.7 Insurance

- (a) Each Chargor shall (and the Parent shall ensure that each Chargor will) maintain insurances on and in relation to its business and assets against those risks and to the extent as is usual for companies carrying on the same or substantially similar business.
- (b) All insurances must be with reputable independent insurance companies or underwriters, or with the prior written consent of the Bank, a captive insurance vehicle approved in writing by the Bank for such purpose.
- (c) If at any time any Chargor defaults in:
 - (i) effecting or keeping up the insurances required under clause 11.7(a); or
 - (ii) producing any insurance policy or receipt to the Bank on demand;

the Bank may (without prejudice to its rights under clause 12 (*Power to remedy*)) take out or renew such policies of insurance in any sum which the Bank may reasonably think expedient. All monies which are expended by the Bank in doing so shall be deemed to be properly paid by the Bank and shall be reimbursed by such Chargor on demand.

- (d) In relation to the proceeds of Insurances:
 - (i) if the Bank has exercised its Acceleration Rights, the Bank shall have the right to settle or sue for any such claim and to give any discharge for insurance monies; and
 - (ii) all claims and monies received or receivable under any Insurances shall (subject to the rights or claims of any lessor or landlord of any part of the Security Assets) be applied in repairing, replacing, restoring or rebuilding the property damaged or destroyed (as applicable),

or, in each case after the Bank has exercised its Acceleration Rights, in permanent reduction of the Secured Obligations.

11.8 Intellectual Property

Each Chargor will:

- (a) preserve and maintain the subsistence and validity of the Material Intellectual Property;
- (b) use reasonable endeavours to prevent any infringement in any material respect of the Material Intellectual Property;
- (c) make registrations and pay all registration fees and taxes necessary to maintain the Material Intellectual Property in full force and effect and record its interest in that Material Intellectual Property;
- (d) not use or permit the Material Intellectual Property to be used in a way or take any step or omit to take any step in respect of that Material Intellectual Property which may materially and adversely affect the existence or value of the Material Intellectual Property or imperil the rights of that Chargor to use such property; and

- (c) not discontinue the use of the Material Intellectual Property.

11.9 Dealings with and realisation of Receivables and Security Accounts

- (a) Each Chargor shall:
 - (i) without prejudice to clause 11.1 (*Negative pledge and Disposals*) (but in addition to the restrictions in that clause), not, without the prior written consent of the Bank, sell, assign, charge, factor or discount or in any other manner deal with any Receivable;
 - (ii) if the Bank has exercised its Acceleration Rights, collect all Receivables promptly in the ordinary course of trading as agent for the Bank; and
 - (iii) if the Bank has exercised any Acceleration Rights, immediately upon receipt pay all monies which it receives in respect of the Receivables into:
 - (A) such specially designated account(s) with the Bank as the Bank may from time to time direct; or
 - (B) such other account(s) with such other bank as the Bank may from time to time direct,(each such account(s) together with all additions to or renewals or replacements thereof (in whatever currency) being a "Security Account"); and
 - (iv) pending such payment, hold all monies so received upon trust for the Bank.
- (b) If the Bank has exercised its Acceleration Rights, each Chargor shall deal with the Receivables (both collected and uncollected) and the Security Accounts in accordance with any directions given in writing from time to time by the Bank and, in default of and subject to such directions, in accordance with this Deed.
- (c) Each Chargor shall deliver to the Bank such information as to the amount and nature of its Receivables as the Bank may from time to time reasonably require.

11.10 Operation of Security Accounts

- (a) If the Bank has exercised its Acceleration Rights, no Chargor shall withdraw, attempt or be entitled to withdraw (or direct any transfer of) all or any part of the monies in any Security Account without the prior written consent of the Bank and the Bank shall be entitled (in its absolute discretion) to refuse to permit any such withdrawal or transfer.
- (b) If the right of a Chargor to withdraw the proceeds of any Receivables standing to the credit of a Security Account results in the charge over that Security Account being characterised as a floating charge, that will not affect the nature of any other fixed security created by any Chargor under this Deed on all its outstanding Receivables.

11.11 Account Bank and notices

Where any Security Account of a Chargor is not maintained with Lloyds Bank Corporate Markets plc, that Chargor shall deliver to relevant Account Bank a duly completed notice and procure that such Account Bank executes and delivers to the Bank an acknowledgement, in

each case in the respective forms set out in schedule 3 (*Form of notice to and acknowledgement from Account Bank*).

11.12 Change of Account Bank

- (a) The Account Bank may only be changed to another bank or financial institution with the consent of the Bank.
- (b) A change only becomes effective when the proposed new Account Bank agrees with the Bank and the relevant Chargor (in a manner satisfactory to the Bank) to fulfil the role of the Account Bank under this Deed.
- (c) If there is a change of Account Bank, the net amount (if any) standing to the credit of the relevant Security Accounts maintained with the old Account Bank will be transferred to the corresponding Security Accounts maintained with the new Account Bank immediately upon the appointment taking effect. By this Deed each Chargor irrevocably gives all authorisations and instructions necessary for any such transfer to be made.
- (d) Each Chargor shall take any action which the Bank requires to facilitate a change of Account Bank and any transfer of credit balances (including the execution of bank mandate forms) and irrevocably appoints the Bank as its attorney to take any such action if it should fail to do so.

11.13 Charged Investments - protection of Security

- (a) Each Chargor shall, immediately upon execution of this Deed or (if later), as soon as is practicable after its acquisition of any Charged Securities in certificated form, by way of security for the Secured Obligations:
 - (i) deposit with the Bank (or as the Bank may direct), all certificates and other documents of title or evidence of ownership to the Charged Securities and their Related Rights; and
 - (ii) execute and deliver to the Bank:
 - (A) instruments of transfer in respect of the Charged Securities (executed in blank and left undated); and/or
 - (B) such other documents as the Bank shall require to enable it (or its nominees) to be registered as the owner of or otherwise to acquire a legal title to the Charged Securities and their Related Rights (or to pass legal title to any purchaser).
- (b) In respect of any Charged Investment held by or on behalf of any nominee of any clearance or settlement system, each Chargor shall, immediately upon execution of this Deed or (if later) immediately upon acquisition of an interest in such Charged Investment, deliver to the Bank duly executed stock notes or other document in the name of the Bank (or as it may direct) issued by such nominee and representing or evidencing any benefit or entitlement to such Charged Investment.
- (c) Each Chargor shall:
 - (i) promptly give notice to any custodian of any agreement with such Chargor in respect of any Charged Investment in a form the Bank may require; and

- (ii) use all reasonable endeavours to ensure that the custodian acknowledges that notice in a form the Bank may require.
- (d) If so requested by the Bank, each Chargor shall:
 - (i) instruct any clearance system to transfer any Charged Investment held by it for the Chargor or its nominee to an account of the Bank or its nominee with such clearance system; and
 - (ii) take whatever action the Bank may request for the dematerialisation or rematerialisation of any Charged Investment held in a clearance system.
- (e) Without prejudice to the rest of this clause 11.13, the Bank may (acting reasonably), at the expense of the relevant Chargor, take whatever action is required for the dematerialisation or rematerialisation of the Charged Investments.
- (f) Each Chargor shall promptly pay all calls or other payments which may become due in respect of its Charged Investments.
- (g) Except where the Bank expressly requires it to, no Chargor shall nominate another person to enjoy or exercise all or any specified rights of the Chargor in relation to its Charged Investments, as contemplated by section 145 of the Companies Act 2006 or otherwise.
- (h) Without limiting its obligations under clause 11.3(e), each Chargor shall comply with all requests for information within its knowledge relating to the Charged Investments which are made under section 793 of the Companies Act 2006 and if it fails to do so, the Bank may provide such information as it may have on behalf of such Chargor.

11.14 Rights in respect of Charged Investments

- (a) Unless the Bank has notified the relevant Chargor to the contrary at any time while an Enforcement Event is continuing, each Chargor shall be entitled to:
 - (i) receive and retain all dividends, distributions and other monies paid on or derived from its Charged Securities; and
 - (ii) exercise all voting and other rights and powers attaching to its Charged Securities, provided that it must not do so in a manner which:
 - (A) has the effect of changing the terms of such Charged Securities (or any class of them) or of any Related Rights; or
 - (B) which is prejudicial to the interests of the Bank and/or the other Secured Parties.
- (b) At any time following the occurrence of an Enforcement Event which is continuing, the Bank may complete the instrument(s) of transfer for all or any Charged Securities on behalf of any Chargor in favour of itself or such other person as it may select.
- (c) At any time after the operation of clause 11.14(b) when any Charged Security is registered in the name of the Bank or its nominee, the Bank shall be under no duty to:
 - (i) ensure that any dividends, distributions or other monies payable in respect of such Charged Security are duly and promptly paid or received by it or its nominee; or

- (ii) verify that the correct amounts are paid or received; or
- (iii) take any action in connection with the taking up of any (or any offer of any) Related Rights in respect of or in substitution for, any such Charged Security.

11.15 Relevant Contracts

- (a) Each Chargor shall not, except with the prior written consent of the Bank, amend or waive any term of any Relevant Contract, terminate any Relevant Contract or release any other party from its obligations under any Relevant Contract.
- (b) Each Chargor shall duly perform its obligations under each Relevant Contract, shall notify the Bank of any material default by it or any other party under any Relevant Contract and shall not take any action which will reduce or impede recoveries in respect of any Assigned Asset.

12. POWER TO REMEDY

12.1 Power to remedy

If at any time a Chargor does not comply with any of its obligations under this Deed, the Bank (without prejudice to any other rights arising as a consequence of such non-compliance) shall be entitled (but not bound) to rectify that default. The relevant Chargor irrevocably authorises the Bank and its employees and agents by way of security to do all such things (including entering the property of such Chargor) which are necessary or desirable to rectify that default.

12.2 Mortgagee in possession

The exercise of the powers of the Bank under this clause 12 shall not render it, or any other Secured Party, liable as a mortgagee in possession.

12.3 Monies expended

The relevant Chargor shall pay to the Bank on demand any monies which are properly expended by the Bank in exercising its powers under this clause 12, together with interest at the Default Rate from the date on which those monies were expended by the Bank (both before and after judgment) and otherwise in accordance with clause 2.2 (*Default interest*).

13. WHEN SECURITY BECOMES ENFORCEABLE

13.1 When enforceable

This Debenture Security shall become immediately enforceable upon the occurrence of an Enforcement Event and shall remain so for so long as such event is continuing.

13.2 Statutory powers

The power of sale and other powers conferred by section 101 of the Act (as amended or extended by this Deed) shall be immediately exercisable upon and at any time after the occurrence of any Enforcement Event and for so long as such Enforcement Event is continuing.

13.3 Enforcement

After this Debenture Security has become enforceable, the Bank may in its absolute discretion enforce all or any part of the Debenture Security in such manner as it sees fit.

14. ENFORCEMENT OF SECURITY

14.1 General

For the purposes of all rights and powers implied by statute, the Secured Obligations are deemed to have become due and payable on the date of this Deed. Sections 93 and 103 of the Act shall not apply to the Debenture Security.

14.2 Powers of leasing

The statutory powers of leasing conferred on the Bank are extended so as to authorise the Bank to lease, make agreements for leases, accept surrenders of leases and grant options as the Bank may think fit and without the need to comply with section 99 or 100 of the Act.

14.3 Powers of the Bank

- (a) At any time after the Debenture Security becomes enforceable (or if so requested by any Chargor by written notice at any time), the Bank may without further notice (unless required by law):
 - (i) appoint any person (or persons) to be a receiver, receiver and manager or administrative receiver of all or any part of the Security Assets and/or of the income of the Security Assets; and/or
 - (ii) appoint or apply for the appointment of any person who is appropriately qualified as administrator of a Chargor; and/or
 - (iii) exercise all or any of the powers conferred on mortgagees by the Act (as amended or extended by this Deed) and/or all or any of the powers which are conferred by this Deed on a Receiver, in each case without first appointing a Receiver or notwithstanding the appointment of any Receiver; and/or
 - (iv) exercise (in the name of any Chargor and without any further consent or authority of such Chargor) any voting rights and any powers or rights which may be exercised by any person(s) in whose name any Charged Investment is registered or who is the holder of any of them.
- (b) The Bank is not entitled to appoint a Receiver in respect of any Security Assets of any Chargor which are subject to a charge which (as created) was a floating charge solely by reason of a moratorium being obtained under the Insolvency Act 2000 (or anything done with a view to obtaining such a moratorium) in respect of such Chargor.

14.4 Redemption of prior mortgages

At any time after the Debenture Security has become enforceable, the Bank may:

- (a) redeem any prior Security against any Security Asset; and/or
- (b) procure the transfer of that Security to itself; and/or

- (c) settle and pass the accounts of the holder of any prior Security and any accounts so settled and passed shall be conclusive and binding on each Chargor.

All principal, interest, costs, charges and expenses of and incidental to any such redemption and/or transfer shall be paid by the relevant Chargor to the Bank on demand.

14.5 Privileges

- (a) Each Receiver and the Bank is entitled to all the rights, powers, privileges and immunities conferred by the Act on mortgagees and receivers when such receivers have been duly appointed under the Act, except that section 103 of the Act does not apply.
- (b) To the extent that the Security Assets constitute "*financial collateral*" and this Deed and the obligations of the Chargors under this Deed constitute a "*security financial collateral arrangement*" (in each case for the purpose of and as defined in the Financial Collateral Arrangements (No. 2) Regulations 2003 (SI 2003 No. 3226)) each Receiver and the Bank shall have the right after this Debenture Security has become enforceable to appropriate all or any part of that financial collateral in or towards the satisfaction of the Secured Obligations.
- (c) For the purpose of clause 14.5(b), the value of the financial collateral appropriated shall be such amount as the Receiver or the Bank reasonably determines having taken into account advice obtained by it from an independent investment or accountancy firm of national standing selected by it.

14.6 No liability

- (a) Neither the Bank nor any other Secured Party shall be liable (A) in respect of all or any part of the Security Assets or (B) for any loss or damage which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise any of, its or his respective powers (unless such loss or damage is caused by its or his gross negligence, fraud or wilful misconduct).
- (b) Without prejudice to the generality of clause 14.6(a), neither the Bank nor any other Secured Party shall be liable, by reason of entering into possession of a Security Asset, to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable.

14.7 Protection of third parties

No person (including a purchaser) dealing with the Bank or any Receiver or Delegate will be concerned to enquire:

- (a) whether the Secured Obligations have become payable;
- (b) whether any power which the Bank or the Receiver is purporting to exercise has become exercisable;
- (c) whether any money remains due under or pursuant to the Secured Obligations; or
- (d) how any money paid to the Bank or to the Receiver is to be applied.

15. RECEIVER

15.1 Removal and replacement

The Bank may from time to time remove any Receiver appointed by it (subject, in the case of an administrative receivership, to section 45 of the Insolvency Act 1986) and, whenever it may deem appropriate, may appoint a new Receiver in the place of any Receiver whose appointment has terminated.

15.2 Multiple Receivers

If at any time there is more than one Receiver of all or any part of the Security Assets and/or the income of the Security Assets, each Receiver shall have power to act individually (unless otherwise stated in the appointment document).

15.3 Remuneration

Any Receiver shall be entitled to remuneration for his services at a rate to be fixed by agreement between him and the Bank (or, failing such agreement, to be fixed by the Bank).

15.4 Payment by Receiver

Only monies actually paid by a Receiver to the Bank in relation to the Secured Obligations shall be capable of being applied by the Bank in discharge of the Secured Obligations.

15.5 Agent of Chargors

Any Receiver shall be the agent of the Chargor in respect of which it is appointed. Such Chargor shall (subject to the Companies Act 2006 and the Insolvency Act 1986) be solely responsible for his acts and defaults and for the payment of his remuneration. The Bank shall incur no liability (either to such Chargor or to any other person) by reason of the appointment of a Receiver or for any other reason.

16. POWERS OF RECEIVER

16.1 General powers

Any Receiver shall have:

- (a) all the powers which are conferred on the Bank by clause 14.3 (*Powers of the Bank*);
- (b) all the powers which are conferred by the Act on mortgagees in possession and receivers appointed under the Act;
- (c) (whether or not he is an administrative receiver) all the powers which are listed in schedule 1 of the Insolvency Act 1986; and
- (d) all powers which are conferred by any other law conferring power on receivers.

16.2 Additional powers

In addition to the powers referred to in clause 16.1 (*General powers*), a Receiver shall have the following powers:

- (a) to take possession of, collect and get in all or any part of the Security Assets and/or income in respect of which he was appointed;

- (b) to manage the Security Assets and the business of any Chargor as he thinks fit;
- (c) to redeem any Security and to borrow or raise any money and secure the payment of any money in priority to the Secured Obligations for the purpose of the exercise of his powers and/or defraying any costs or liabilities incurred by him in such exercise;
- (d) to sell or concur in selling, leasing or otherwise disposing of all or any part of the Security Assets in respect of which he was appointed without the need to observe the restrictions imposed by section 103 of the Act and without limitation:
 - (i) fixtures may be severed and sold separately from the Real Property containing them, without the consent of any Chargor;
 - (ii) the consideration for any such transaction may consist of cash, debentures or other obligations, shares, stock or other valuable consideration (and the amount of such consideration may be dependent upon profit or turnover or be determined by a third party); and
 - (iii) any such consideration may be payable in a lump sum or by instalments spread over such period as he thinks fit;
- (e) to alter, improve, develop, complete, construct, modify, refurbish or repair any building or land and to complete or undertake or concur in the completion or undertaking (with or without modification) of any project in which any Chargor was concerned or interested before his appointment (being a project for the alteration, improvement, development, completion, construction, modification, refurbishment or repair of any building or land);
- (f) to carry out any sale, lease or other disposal of all or any part of the Security Assets by conveying, transferring, assigning or leasing the same in the name of the relevant Chargor and, for that purpose, to enter into covenants and other contractual obligations in the name of, and so as to bind, such Chargor;
- (g) to take any such proceedings (in the name of any of the relevant Chargors or otherwise) as he shall think fit in respect of the Security Assets and/or income in respect of which he was appointed (including proceedings for recovery of rent or other monies in arrears at the date of his appointment);
- (h) to enter into or make any such agreement, arrangement or compromise as he shall think fit;
- (i) to insure, and to renew any insurances in respect of, the Security Assets as he shall think fit (or as the Bank shall direct);
- (j) to appoint and employ such managers, officers and workmen and engage such professional advisers as he shall think fit (including, without prejudice to the generality of the foregoing power, to employ his partners and firm);
- (k) to form one or more Subsidiaries of any Chargor, and to transfer to any such Subsidiary all or any part of the Security Assets;
- (l) to operate any rent review clause in respect of any Real Property in respect of which he was appointed (or any part thereof) and to apply for any new or extended lease; and

(m) to:

- (i) give valid receipts for all monies and to do all such other things as may seem to him to be incidental or conducive to any other power vested in him or necessary or desirable for the realisation of any Security Asset;
- (ii) exercise in relation to each Security Asset all such powers and rights as he would be capable of exercising if he were the absolute beneficial owner of the Security Assets; and
- (iii) use the name of any Chargor for any of the above purposes.

17. APPLICATION OF PROCEEDS

17.1 Application

All monies received by the Bank or any Receiver after the Debenture Security has become enforceable shall (subject to the rights and claims of any person having a security ranking in priority to the Debenture Security) be applied in the following order:

- (a) *first*, in satisfaction of, or provision for, all costs, charges and expenses incurred, and payments made by the Bank or any other Secured Party and of all remuneration due to the Receiver in connection with this Deed or the Security Assets;
- (b) *secondly*, in or towards satisfaction of the remaining Secured Obligations in accordance with clause 17.3 (*Appropriation and suspense account*); and
- (c) *thirdly*, in payment of any surplus to any Chargor or other person entitled to it.

17.2 Contingencies

If the Debenture Security is enforced at a time when no amounts are due under or pursuant to the Secured Obligations (but at a time when amounts may become so due), the Bank or a Receiver may pay the proceeds of any recoveries effected by it into a blocked suspense account (bearing interest at such rate (if any) as the Bank may determine).

17.3 Appropriation and suspense account

- (a) Subject to clause 17.1 (*Application*), the Bank shall apply all payments received in respect of the Secured Obligations in reduction of any part of the Secured Obligations in any order or manner which it may determine.
- (b) Any such appropriation shall override any appropriation by any Chargor.
- (c) All monies received, recovered or realised by the Bank under or in connection with this Deed may at the discretion of the Bank be credited to a separate interest-bearing suspense account for so long as the Bank determines (with interest accruing thereon at such rate (if any) as the Bank may determine without the Bank having any obligation to apply such monies and interest or any part of it in or towards the discharge of any of the Secured Obligations).

18. SET-OFF

18.1 Set-off rights

- (a) Each Chargor agrees that any money from time to time standing to its credit on any account (whether current, deposit, loan or of any other nature whatsoever) with the Bank may be retained as cover for and/or applied by the Bank at any time and without notice to the Chargor (whether on or before or after the expiry of any fixed or minimum period for which such money may have been deposited) in or towards payment or discharge of the Secured Obligations or such part of them as the Bank may select.
- (b) If the Bank exercises any rights in respect of any money as referred to in clause 18.1(a) (including, without limitation, any rights of set-off, accounting or retention or similar rights) in relation to any liability of a Chargor and that liability or any part of it is in a different currency from any credit balance against which the Bank seeks to exercise its rights, the Bank may use the currency of the credit balance to purchase an amount in the currency of the liability at the Bank's Spot Rate of Exchange and to pay out of the credit balance all costs, charges and expenses incurred by the Bank in connection with that purchase.
- (c) The Bank shall not be liable for any loss of interest caused by the determination before maturity of any deposits or any loss caused by the fluctuation in any exchange rate at which any currency may be bought or sold by the Bank.

18.2 Time deposits

Without prejudice to clause 18.1 (*Set-off rights*), if any time deposit matures on any account which any Chargor has with the Bank at a time within the Security Period when:

- (a) this Debenture Security has become enforceable; and
- (b) no Secured Obligation is due and payable,

such time deposit shall automatically be renewed for such further maturity as the Bank in its absolute discretion considers appropriate unless the Bank otherwise agrees in writing.

19. DELEGATION

Each of the Bank and any Receiver may delegate, by power of attorney (or in any other manner) to any person, any right, power or discretion exercisable by them under this Deed upon any terms (including power to sub-delegate) which it may think fit. Neither the Bank nor any Receiver shall be in any way liable or responsible to any Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any Delegate.

20. FURTHER ASSURANCES

20.1 Further action

Each Chargor shall (and the Parent shall procure that each Chargor shall), at its own expense, promptly do all acts and execute all documents as the Bank or a Receiver may reasonably specify (and in such form as the Bank or a Receiver may reasonably require) for:

- (a) creating, perfecting or protecting the Security intended to be created by this Deed;
- (b) facilitating the realisation of any Security Asset;

- (c) facilitating the exercise of any rights, powers and remedies exercisable by the Bank, or any Receiver or any Delegate in respect of any Security Asset; or
- (d) creating and perfecting Security in favour of the Bank over any property and assets of such Chargor located in any jurisdiction outside England and Wales equivalent or similar to the Security intended to be created by or pursuant to this Deed.

This includes:

- (i) the re-execution of this Deed;
- (ii) the execution of any legal mortgage, charge, transfer, conveyance, assignment, assignation or assurance of any property, whether to the Bank or to its nominee; and
- (iii) the giving of any notice, order or direction and the making of any filing or registration,

which, in any such case, the Bank may think expedient.

20.2 Security Documents

Each Chargor shall (and the Parent shall procure that each Chargor shall) take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Bank or the Secured Parties.

20.3 Specific security

Without prejudice to the generality of clause 20.1 (*Further action*), each Chargor will immediately upon request by the Bank execute any document contemplated by that clause over any Security Asset which is subject to or intended to be subject to any fixed security under this Deed (including any fixed security arising or intended to arise pursuant to clause 6 (*Conversion of floating charge*)).

21. POWER OF ATTORNEY

Each Chargor, by way of security, irrevocably and severally appoints the Bank, each Receiver and any Delegate to be its attorney to take any action which such Chargor is obliged to take under this Deed, including under clause 20 (*Further assurances*), which the Chargor has failed to take. Each Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this clause.

22. PAYMENTS

22.1 Payments

Subject to clause 22.2 (*Gross-up*), all payments to be made by a Chargor in respect of this Deed shall be made:

- (a) in immediately available funds to the credit of such account as the Bank may designate; and
- (b) without (and free and clear of, and without any deduction for, or on account of):
 - (i) any set-off or counterclaim; or

- (ii) except to the extent compelled by law, any deduction or withholding for or on account of Tax.

22.2 Gross-up

If a Chargor is compelled by law to make any deduction or withholding from any sum payable under this Deed to the Bank, the sum so payable by that Chargor shall be increased so as to result in the receipt by the Bank of a net amount equal to the full amount expressed to be payable under this Deed.

23. CURRENCY CONVERSION

All monies received or held by the Bank or any Receiver under this Deed may be converted from their existing currency into such other currency as the Bank or the Receiver considers necessary or desirable to cover the obligations and liabilities comprised in the Secured Obligations in that other currency at the Bank's Spot Rate of Exchange. Each Chargor shall indemnify the Bank against all costs, charges and expenses incurred in relation to such conversion. Neither the Bank nor any Receiver shall have any liability to any Chargor in respect of any loss resulting from any fluctuation in exchange rates after any such conversion.

24. CHANGES TO THE PARTIES

24.1 Charging Companies

No Chargor may assign any of its rights or obligations under this Deed except with the prior written consent of the Bank.

24.2 Bank

The Bank may assign or transfer all or any part of its rights under this Deed. Each Chargor shall, immediately upon being requested to do so by the Bank, enter into such documents as may be necessary or desirable to effect such assignment or transfer.

24.3 Accession Deed

Each Chargor:

- (a) consents to new Subsidiaries of the Parent becoming Chargors; and
- (b) irrevocably authorises the Parent to agree and, if necessary, sign any duly completed Accession Deed as agent and attorney for and on behalf of such Chargor.

25. MISCELLANEOUS

25.1 New accounts

- (a) If the Bank or any other Secured Party receives, or is deemed to be affected by, notice, whether actual or constructive, of any subsequent Security affecting any Security Asset and/or the proceeds of sale of any Security Asset or any guarantee ceases to continue in force, it may open a new account or accounts for any Chargor. If it does not open a new account, it shall nevertheless be treated as if it had done so at the time when it received or was deemed to have received such notice.
- (b) As from that time all payments made to the Bank or such other Secured Party will be credited or be treated as having been credited to the new account and will not operate to reduce any amount of the Secured Obligations.

25.2 Tacking

- (a) The Bank shall perform its obligations (including any obligation to make available further advances).
- (b) This Deed secures advances already made and further advances to be made.

25.3 Articles of association

Each Chargor certifies that the Debenture Security does not contravene any of the provisions of the articles of association of such Chargor.

25.4 Land Registry

- (a) Each Chargor shall apply to the Chief Land Registrar (and consents to such an application being made by or on behalf of the Bank) for a restriction in the following terms to be entered on the Register of Title relating to any property listed in part 1 of Schedule 2 (*Details of Security Assets*) of this Deed registered at the Land Registry (or any unregistered land subject to first registration) and against which this Deed may be noted:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated 13/01/2020 ~~2019~~ in favour of Lloyds Bank Corporate Markets plc referred to in the charges register or their conveyancer."

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SHOOSATHS LLP
13/1/2020

- (b) Each Chargor:
 - (i) authorises the Bank to make any application which the Bank deems appropriate for the designation of this Deed as an exempt information document under rule 136 of the Land Registration Rules 2003;
 - (ii) shall use all reasonable endeavours to assist with any such application made by or on behalf of the Bank; and
 - (iii) shall notify the Bank in writing as soon as it receives notice of any person's application under rule 137 of the Land Registration Rules 2003 for the disclosure of this Deed following its designation as an exempt information document.
- (c) No Chargor shall make any application under rule 138 of the Land Registration Rules 2003 for the removal of the designation of any such document as an exempt information document.
- (d) The Chargor shall promptly make all applications to and filings with Land Registry which are necessary or desirable under the Land Registration Rules 2003 to protect the Debenture Security.

25.5 Protective clause

Each Chargor is deemed to be a principal debtor in relation to this Deed. The obligations of each Chargor under, and the security intended to be created by, this Deed shall not be impaired by any forbearance, neglect, indulgence, extension of time, release, surrender or loss of securities, dealing, amendment or arrangement by any Secured Party which would

otherwise have reduced, released or prejudiced this Debenture Security or any surety liability of a Chargor (whether or not known to it or to any Secured Party).

26. NOTICES

26.1 Communications in writing

Any communication to be made under or in connection with this Deed shall be made in writing and, unless otherwise stated, may be made by fax or letter.

26.2 Addresses

The address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with this Deed is:

- (a) in the case of an Original Chargor, that identified with its name below; and
- (b) in the case of the Bank, that identified with its name below or notified in writing to the Parent on or after the date of this Deed,

or any substitute address, fax number or department or officer shall be made by not less than five Business Days' notice.

26.3 Delivery

- (a) Subject to clause 26.3(b), any communication or document made or delivered by one person to another under or in connection with this Deed will only be effective:
 - (i) if by way of fax, when received in legible form; or
 - (ii) if by way of letter, when it has been left at the relevant address or five Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address,

and, if a particular department or officer is specified as part of its address details provided under clause 26.2 (*Addresses*), if addressed to that department or officer.

- (b) Any communication or document to be made or delivered to the Bank will be effective only when actually received by the Bank and then only if it is expressly marked for the attention of the department or officer identified with the Bank's signature below (or any substitute department or officer as the Bank shall specify for this purpose).
- (c) Any communication or document made or delivered to the Parent in accordance with this clause 26.3 (*Delivery*) will be deemed to have been made or delivered to each of the Chargors.

26.4 Notification of address and fax number

Promptly upon receipt of notification of an address or fax number or change of address or fax number pursuant to clause 26.2 (*Addresses*) or changing its own address or fax number, the Bank shall notify the other Parties.

26.5 English language

All other documents provided under or in connection with this Deed must be:

- (a) in English; or
- (b) if not in English, and if so required by the Bank, accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document.

26.6 Notices through Parent

- (a) All communications and documents from the Chargors shall be sent through the Parent and all communications and documents to the Chargors may be sent through the Parent.
- (b) Any communication or document made or delivered to the Parent in accordance with this clause 26 (*Notices*) will be deemed to have been made or delivered to each of the Chargors.

27. CALCULATIONS AND CERTIFICATES

Any certificate of or determination by a Secured Party specifying the amount of any Secured Obligation due from the Chargors (including details of any relevant calculation thereof) is in the absence of manifest error, conclusive evidence against the Chargors of the matters to which it relates.

28. PARTIAL INVALIDITY

All the provisions of this Deed are severable and distinct from one another and if at any time any provision is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of any of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

29. REMEDIES AND WAIVERS

No failure to exercise, nor any delay in exercising, on the part of the Bank (or any other Secured Party), any right or remedy under this Deed shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise, or the exercise of any other right or remedy. The rights and remedies provided are cumulative and not exclusive of any rights or remedies provided by law.

30. AMENDMENTS AND WAIVERS

Any provision of this Deed may be amended in writing by the Bank and the Chargors or the Parent acting on their behalf and each Chargor irrevocably appoints the Parent as its agent for the purpose of agreeing and executing any amendment on its behalf. Any breach of this Deed may be waived before or after it occurs only if the Bank so agrees in writing. A waiver given or consent granted by the Bank under this Deed will be effective only if given in writing and then only in the instance and for the purpose for which it is given.

31. COUNTERPARTS

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

32. RELEASE

32.1 Release

Upon the expiry of the Security Period (but not otherwise) the Bank shall, at the request and cost of the Chargors, take whatever action is necessary to release or re-assign (without recourse or warranty) the Security Assets from the Security.

32.2 Reinstatement

Where any discharge (whether in respect of the obligations of any Chargor or any security for those obligations or otherwise) is made in whole or in part or any arrangement is made on the faith of any payment, security or other disposition which is avoided or must be restored on insolvency, liquidation or otherwise (without limitation), the liability of the Chargors under this Deed shall continue as if the discharge or arrangement had not occurred. The Bank may concede or compromise any claim that any payment, security or other disposition is liable to avoidance or restoration.

33. GOVERNING LAW

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

34. ENFORCEMENT

34.1 Jurisdiction of English courts

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (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 England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.
- (c) This clause 34.1 is for the benefit of the Bank only. As a result, the Bank shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Bank may take concurrent proceedings in any number of jurisdictions.

34.2 Service of process

- (a) Without prejudice to any other mode of service allowed under any relevant law, each Chargor (other than a Chargor incorporated in England and Wales):
 - (i) irrevocably appoints the Parent as its agent for service of process in relation to any proceedings before the English courts in connection with this Deed (and the Parent by its execution of this Deed, accepts that appointment); and
 - (ii) agrees that failure by an agent for service of process to notify the relevant Chargor of the process will not invalidate the proceedings concerned.
- (b) If any person appointed as an agent for service of process is unable for any reason to act as agent for service of process, the Parent (on behalf of all the Chargors) must immediately appoint another agent on terms acceptable to the Agent. Failing this, the Agent may appoint another agent for this purpose.

Each Chargor expressly agrees and consents to the provisions of this clause 34 and clause 33
(*Governing law*)

IN WITNESS of which this Deed has been duly executed by each Original Chargor as a deed and
duly executed by the Bank and has been delivered on the first date specified on page 1 of this Deed by
each Original Chargor.

SCHEDULE 1: THE ORIGINAL CHARGORS

Name of Obligor	Jurisdiction of incorporation and registration number (or equivalent, if any)
WJS Properties 2 Limited	England and Wales - 06397287
Abel & Cole Limited	England and Wales - 03926343
WJFG Dormant Limited	England and Wales - 02407442
Jackson's Bakery Limited	England and Wales - 03974455
William Jackson Food Group Limited	England and Wales - 03974470
WJS Finance Limited	England and Wales - 03974464
WJS Finance (2) Limited	England and Wales - 07809972
MyFresh Prepared Produce Limited	England and Wales - 10696607
William Jackson Foods Limited	England and Wales - 11273230
Piper Holdco Limited	England and Wales - 11198154
Piper Acquisitions Limited	England and Wales - 11273213
Richard Wellock & Sons Limited	England and Wales - 04296795

SCHEDULE 2: DETAILS OF SECURITY ASSETS

Part 1: Real Property

Registered land			
Chargor	Address	Administrative area	Title number
William Jackson Food Group Limited	Victoria House 36 Derringham Street Kingston upon Hull (HU3 1EL)	City of Kingston upon Hull	HS135450
William Jackson Food Group Limited	Rose Dene Ellerker Lane, South Cave (HU15 2DZ)	East Riding of Yorkshire	HS161178
Jackson's Bakery Limited	Land on the North Side of Morton Street Kingston upon Hull	City of Kingston upon Hull	HS219813
Jackson's Bakery Limited	Land and buildings on the west side of Derringham Street Kingston upon Hull (HU31EW)	City of Kingston upon Hull	HS297573
Jackson's Bakery Limited	Land adjoining 30 Derringham street, Hull, HU3 1EP	City of Kingston upon Hull	HS387962
Jackson's Bakery Limited	Nekem building, Trinity street, HU3 1JR	City of Kingston upon Hull	HS182864
MyFresh Prepared Produce Limited	Parripak Chicksands Shefford (SG17 5QB)	Central Bedfordshire	BD180944
MyFresh Prepared Produce Limited	Two parcels of land lying to the north west and north east of Spitfire Road Chicksands	Central Bedfordshire	BD207001
WJS Properties 2 Limited	Unit 1, Genner Road, Willowbrook North Industrial Estate Corby (NN17 5FD)	Northamptonshire	NN127397
WJS Properties 2 Limited	Land at Genner Road, Corby.	Northamptonshire	NN282135
WJS Properties 2 Limited	Land on the south east side of Genner Road, Corby	Northamptonshire	NN288332

Registered land				
Chargor	Address	Administrative area	Title number	
Richard Wellock & Sons Limited	4 Pendleside, Kirby Road, Lomeshaye Industrial Estate, Nelson BB9 6RS	Lancashire: Pendle	LA911138	
Richard Wellock & Sons Limited	Land on the north and east side of Unit 4, Pendleside, Lomeshaye Industrial Estate, Nelson	Lancashire: Pendle	LAN173110	
Richard Wellock & Sons Limited	37 Churchill Way, Nelson BB9 6RT	Lancashire: Pendle	LAN201448	
Unregistered land				
Chargor	Address	Document describing the Real Property		
		Date	Document	Parties
<i>Intentionally blank</i>	<i>Intentionally blank</i>	<i>Intentionally blank</i>	<i>Intentionally blank</i>	<i>Intentionally blank</i>

Part 2: Charged Securities

Chargor	Name of company in which shares are held	Class of shares held	Number of shares held	Issued share capital
William Jackson Foods Limited	William Jackson Food Group Limited	Ordinary Shares	68,648,001	68,648,001
William Jackson Food Group Limited	Piper Holdco Limited	Ordinary Shares	1	1
Piper Holdco Limited	Piper Acquisitions Limited	Ordinary Shares	1	1
William Jackson Food Group Limited	WJS Finance Limited	Ordinary Shares	20,000,000	20,000,000
William Jackson Food Group Limited	Jackson's Bakery Limited	Ordinary Shares	1,000,000	1,000,000
Jackson's Bakery Limited	William Jackson Bakery (Export) Limited	Ordinary Shares	250,000	250,000
William Jackson Food Group Limited	WJFG Dormant Limited	Ordinary Shares	150	150

Chargor	Name of company in which shares are held	Class of shares held	Number of shares held	Issued share capital
William Jackson Food Group Limited	WJFG Dormant Limited	Redeemable Preference Shares	265,000	265,000
William Jackson Food Group Limited	William Jackson & Son Recreation Club	Ordinary Shares	2	2
William Jackson Food Group Limited	Jackson Inns & Taverns Limited	Ordinary Shares	10,000	10,000
William Jackson Food Group Limited	WJS Properties Limited	Ordinary Shares	1,000	1,000
William Jackson Food Group Limited	Abel & Cole Limited	Ordinary Shares	113,229	113,229
William Jackson Food Group Limited	WJS Finance (2) Limited	Ordinary Shares	100	100
William Jackson Food Group Limited	WJS Properties 2 Limited	Ordinary Shares	360,680	360,680
William Jackson Food Group Limited	MyFresh Prepared Produce Limited	Ordinary Shares	1	1




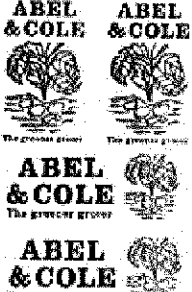
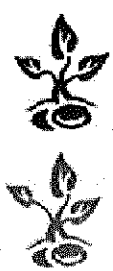
Part 3: Security Accounts

Account Holder	Account Number	Account Bank	Account bank branch address and sort code
<i>Intentionally Blank</i>	<i>Intentionally Blank</i>	<i>Intentionally Blank</i>	<i>Intentionally Blank</i>




Part 4: Intellectual Property




Part 4A - Trade marks				
Proprietor	TM number	Mark Text/Trade Mark name	Classes	Date
William Jackson Food Group Limited	2551197	Jackson's Bakery	30	23.06.2010
William Jackson Food Group Limited	2551199	Jackson's Bakery	30	23.06.2010

William Jackson Food Group Limited	2104006	Jacksons Family Bakers	30	01.07.1996
William Jackson Food Group Limited	2104330	William Jackson	30	04.07.1996
William Jackson Food Group Limited	2204644	Nutribread	30	31.07.1999
William Jackson Food Group Limited	2235321A	Nutri-Rolls	30	08.06.2000
William Jackson Food Group Limited	2235321B	Nutri-Wich	30	08.06.2000
William Jackson Food Group Limited	013517933	JACKSONS ENJOY BREAD	30	01-Dec-2014
William Jackson Food Group Limited	UK00003084001	JACKSONS ENJOY BREAD	30	01-Dec-2014
William Jackson Food Group Limited	013517768		30	01-Dec-2014
William Jackson Food Group Limited	UK00003083996		30	01-Dec-2014
William Jackson Food Group Limited	013522347	JACKSONS THE BAKERY PEOPLE	30	02-Dec-2014
William Jackson Food Group Limited	UK00003084159	JACKSONS THE BAKERY PEOPLE	30	02-Dec-2014
William Jackson Food Group Limited	013517792		30	01-Dec-2014
William Jackson Food Group Limited	UK00003083995		30	01-Dec-2014
William Jackson Food Group Limited	UK00003001441		30	10-Apr-2013

William Jackson Food Group Limited	013517867		30	01-Dec-2014
William Jackson Food Group Limited	001711654	NUTRIBREAD	30	08-Jun-2000
Abel & Cole Limited	2378457		16,29,30,31,36	23.06.2006
Abel & Cole Limited	2378460	Abel & Cole	16,29,30,31,32,33,35,36,39	22.07.2005
Abel & Cole Limited	2438799A		29,30,31,32,33,35,36,39	30.01.2009
Abel & Cole Limited	2438799B		16,29,30,31,32,33,35,36,39	18.01.2008
Abel & Cole Limited	2476760		16,29,30,31,32,33,35,36,39	13.02.2009

Abel & Cole Limited	2476761	Abel & Cole Abel & Cole Abel & Cole Abel & Cole	16,29,30,31,32,33,35,36,39	23.05.2008
Abel & Cole Limited	2518980A	Abel & Cole rainforest-friendly Abel & Cole rainforest-friendly	29	15.01.2010
Abel & Cole Limited	2518980B	ABEL & COLE RAINFOREST FRIENDLY ABEL & COLE RAINFOREST- FRIENDLY	29	15.01.2010
Abel & Cole Limited	2592686	POTLUCK	29	02.12.2011
Abel & Cole Limited	UK00002637131	BEEPLE JUICE	32	11 January 2013
Abel & Cole Limited	UK00002651736	ZINGINGLY STAR JUMP JUICE	32	10 May 2013
Abel & Cole Limited	UK00002651737	FOLLOW THE RABBIT JUICE	32	10 May 2013
Abel & Cole Limited	UK00003003071	SPECTACULAR SQUAWKY JUICE	32	02 August 2013
Abel & Cole Limited	UK00003003073	MARVELLOUS PIWI JUICE	32	02 August 2013
MyFresh Prepared Produce Limited	3044464	MYFRESH PREPARED	29, 31	15 August 2014
MyFresh Prepared Produce Limited	UK00002201636	THE FOOD DOCTOR	16	02 June 2000
The Food Doctor Limited	UK00002218867	THE FOOD DOCTOR	5, 29, 30, 32, 43	11 May 2001
The Food Doctor Limited	UK00002296595	THE FOOD DOCTOR	44	01 November 2002

The Food Doctor Limited	UK00002341173	THE FOOD DOCTOR	7, 11	13 February 2004
The Food Doctor Limited	UK00002435108	THE FOOD DOCTOR THE FOOD DOCTOR	5, 16, 29, 30, 31, 32	23 November 2007
The Food Doctor Limited	UK00002538205		5, 7, 9, 11, 16, 29, 30, 31, 32, 41, 44	14 May 2010
The Food Doctor Limited	UK00002609107	SPRING-TOX SPRINGTOX	9, 16, 29, 41, 44	11 May 2012
The Food Doctor Limited	UK0002248681B	THE FOOD DOCTOR	9	20 April 2001
The Food Doctor Limited	UK00003210327	THE POWER OF the FOOD doctor POSITIVE NUTRITION 	5, 29, 30, 31, 32	16 June 2017
The Food Doctor Limited	UK00003210347	the FOOD doctor 	5, 29, 30, 31, 32	23 June 2017

The Food Doctor Limited	EU016308223	THE POWER OF the FOOD doctor POSITIVE NUTRITION 	5, 29, 30, 31, 32	21 July 2017
The Food Doctor Limited	EU016308215	the FOOD doctor 	5, 29, 30, 31, 32	21 July 2017
The Food Doctor Limited	EU005808951	THE FOOD DOCTOR	29, 30, 31, 32	22 February 2008
The Food Doctor Limited	EU001766351	THE FOOD DOCTOR	5, 16, 41, 42	21 January 2002
Richard Wellock & Sons Limited	UK00002619512	 wellocks the perfect ingredient	29, 30, 31, 32, 33	01 May 2012
Part 4B - Patents				
Proprietor/ADP number	Patent number		Description	
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Part 4C - Domain Names				
Registrant	Domain Name			
Abel & Cole Limited	abelandcole.biz			
Abel & Cole Limited	abel-cole.biz			
Abel & Cole Limited	abelandcole.co.uk			
Abel & Cole Limited	abelcole.co.uk			
Abel & Cole Limited	abel-cole.co.uk			
Abel & Cole Limited	abelandcole.co.uk			
Abel & Cole Limited	ablecole.co.uk			
Abel & Cole Limited	able-cole.co.uk			
Abel & Cole Limited	thefarmerschoice.co.uk			

Abel & Cole Limited	ableandcole.com
Abel & Cole Limited	ablecole.com
Abel & Cole Limited	abelandcole.info
Abel & Cole Limited	abel-cole.info
Abel & Cole Limited	abelandcole.net
Abel & Cole Limited	abel-cole.net
Abel & Cole Limited	keithabel.co.uk
Abel & Cole Limited	keith-abel.co.uk
Abel & Cole Limited	keithabel.com
Abel & Cole Limited	keith-abel.com
MyFresh Prepared Produce Limited	myfreshprepared.co.uk
William Jackson Food Group Limited	fergusonfawcittarns.co.uk
The Food Doctor Limited	fooddoctor.asia
The Food Doctor Limited	fooddoctor.cn
The Food Doctor Limited	fooddoctor.co.uk
The Food Doctor Limited	fooddoctor.com
The Food Doctor Limited	fooddoctor.in
The Food Doctor Limited	fooddoctor.info
The Food Doctor Limited	fooddoctor.org
MyFresh Prepared Produce Ltd	hazeldenefoods.com
Jacksons Bakery Limited	jacksonsartisan.com
Jacksons Bakery Limited	jacksons-artisan.com
William Jackson Food Group	jacksonsbread.co.uk
Jacksons Bakery Limited	jacksonsbreadhouse.com
Jacksons Bakery Limited	jacksons-breadhouse.com
Jacksons Bakery Limited	jacksonsenjoybread.com
Jacksons Bakery Limited	jacksons-enjoybread.com

William Jackson Food Group Limited	jacksonsinns.co.uk
Jacksons Bakery Limited	jacksons-online.co.uk
Jacksons Bakery Limited	jacksons-patisserie.com
Jacksons Bakery Limited	jacksons-pies.com
Jacksons Bakery Limited	jacksonsthebakerypeople.com
Jacksons Bakery Limited	jacksons-thebakerypeople.com
MyFresh Prepared Produce Ltd	my-fresh.co.uk
MyFresh Prepared Produce Ltd	myfresh.org.uk
MyFresh Prepared Produce Ltd	myfreshprepared.co.uk
MyFresh Prepared Produce Ltd	myfreshprepared.com
MyFresh Prepared Produce Ltd	myfreshproduce.co.uk
The Food Doctor Limited	thefooddoctor.asia
The Food Doctor Limited	thefooddoctor.co
The Food Doctor Limited	thefooddoctor.co.uk
The Food Doctor Limited	thefooddoctor.com
The Food Doctor Limited	thefooddoctor.de
The Food Doctor Limited	thefooddoctor.eu
The Food Doctor Limited	thefooddoctor.fr
The Food Doctor Limited	thefooddoctor.in
The Food Doctor Limited	thefooddoctor.info
The Food Doctor Limited	thefooddoctor.it
The Food Doctor Limited	thefooddoctor.net
The Food Doctor Limited	thefooddoctor.org
The Food Doctor Limited	thefooddoctor.tv
The Food Doctor Limited	thefooddoctor.uk.com
The Food Doctor Limited	thefooddoctor.us
William Jackson Food Group Limited	williamjacksonfoodgroup.co.uk

William Jackson Food Group Limited	wjfg.co.uk
William Jackson Food Group Limited	wjsinns.co.uk
Richard Wellock & Sons Limited	www.wellocks.co.uk

Part 5: Relevant Contracts

Intentionally blank

Part 6: Insurances

Chargor	Insurer	Policy number	Type of policy
The Chargors	Affiliated FM	UK806484	Property Damage/B1
The Chargors	Liverpool Victoria	PTYESHEN0001/05/00004	Residential Property Owners
The Chargors	RSA	CP 14222	Deterioration of Stock
The Chargors	Aviva	100617904 CLP	Excess Employers Liability
The Chargors	Allianz	53/NZ/18713471	Engineering Inspection
The Chargors	Allianz	53/NT/21917678	Machinery Movement
The Chargors	Aviva	100611066 ENP	Computer
The Chargors	RSA	951E040876	Hired in Plant
The Chargors	XL	G600021349LI16A	Product Contamination
The Chargors	Chubb	64783287	PA/Travel
The Chargors	NMU	STP011210002	Marine Transit
The Chargors	QBE	Y106196QBE0118A	Cyber Liability
Richard Wellock & Sons Limited	AXA	LS CMB 6926545	Commercial Combined

SCHEDULE 3: FORM OF NOTICE TO AND ACKNOWLEDGEMENT FROM ACCOUNT BANK

To: *[insert name and address of Account Bank]*

Dated: [◆]] 20[◆]

Dear Sirs

Re:	Account Holder: [◆] (the "Chargor")
	Security Account Nos: [◆] (the "Security Account[s]")
	Account Branch: [◆]

1. We give notice that, by a debenture dated [◆] 20[◆] (the "Debenture"), we have charged to [◆] (the "Bank") all our present and future right, title and interest in and to:
 - (a) the Security Accounts (as defined in this letter), all monies from time to time standing to the credit of the Security Accounts and all additions to or renewals or replacements thereof (in whatever currency); and
 - (b) all other accounts from time to time maintained with you by us and all monies at any time standing to the credit of such accounts,
 (together the "Charged Accounts") and to all interest from time to time accrued or accruing on the Charged Accounts, any investment made out of any such monies or account and all rights to repayment of any of the foregoing by you.
2. We advise you that, under the terms of the Debenture, we are not entitled to withdraw any monies from the Security Accounts without first having obtained the written consent of the Bank.
3. We irrevocably authorise and instruct you from time to time unless the Bank so authorises you in writing, not to permit withdrawals from the Security Accounts.
4. We further hereby irrevocably authorise and instruct you from time to time:
 - (a) to hold all monies from time to time standing to the credit of the Charged Accounts to the order of the Bank;
 - (b) to pay all or any part of the monies standing to the credit of the Charged Accounts to the Bank (or as it may direct) promptly following receipt of written instructions from the Bank to that effect; and
 - (c) to disclose to the Bank such information relating to us and the Charged Accounts as the Bank may from time to time request you to provide.
5. We agree that you are not bound to enquire whether the right of the Bank to withdraw any monies from any Charged Account has arisen or be concerned with (a) the propriety or

regularity of the exercise of that right or (b) notice to the contrary or (c) to be responsible for the application of any monies received by the Bank.

6. This notice may only be revoked or amended with the prior written consent of the Bank.
7. Please confirm by completing the enclosed copy of this notice and returning it to the Bank (with a copy to us) that you agree to the above and that:
 - (a) you accept the authorisations and instructions contained in this notice and you undertake to comply with this notice;
 - (b) you have not, at the date this notice is returned to the Bank, received notice of any assignment or charge or claim to the monies standing to the credit of any Charged Account or the grant of any security or other interest over those monies or any Charged Account in favour of any third party and you will notify the Bank promptly if you should do so in the future; and
 - (c) you do not at the date of this notice and will not in the future exercise any right to combine accounts or any rights of set-off or lien or any similar rights in relation to the monies standing to the credit of the Charged Accounts.
8. This notice, and any acknowledgement in connection with it, and any non-contractual obligations arising out of or in connection with any of them, shall be governed by English law.

Yours faithfully

for and on behalf of
[NAME OF CHARGOR]

Countersigned by

for and on behalf of
LLOYDS BANK CORPORATE MARKETS PLC

[On copy]

To: **LLOYDS BANK CORPORATE MARKETS PLC**
[ADDRESS]

Copy to: [NAME OF CHARGOR]

We acknowledge receipt of the above notice. We confirm and agree:

- (a) that the matters referred to in it do not conflict with the terms which apply to any Charged Account; and
- (b) the matters set out in paragraph 7 of the above notice.

for and on behalf of
[Name of Account Bank]

Dated: [◆] 20[◆]

**SCHEDULE 4: FORM OF NOTICE TO AND ACKNOWLEDGEMENT BY PARTY TO
RELEVANT CONTRACT**

To: *[Insert name and address of relevant party]*

Dated: [◆] [20[◆]

Dear Sirs

RE: *[DESCRIBE RELEVANT CONTRACT]* DATED [◆] [20[◆] BETWEEN (1)
YOU AND [◆] [AND (2) [◆] (THE "CHARGOR")

1. We give notice that, by a debenture dated [◆] 2019 (the "Debenture"), we have assigned by way of security to Lloyds Bank Corporate Markets plc (the "Bank") all our present and future right, title and interest in and to *[insert details of Relevant Contract]* (together with any other agreement supplementing or amending the same, the "Agreement") including all rights and remedies in connection with the Agreement and all proceeds and claims arising from the Agreement.
2. We irrevocably authorise and instruct you from time to time:
 - (a) to disclose to the Bank at our expense (without any reference to or further authority from us and without any enquiry by you as to the justification for such disclosure), such information relating to the Agreement as the Bank may from time to time request;
 - (b) to hold all sums from time to time due and payable by you to us under the Agreement to the order of the Bank;
 - (c) to pay or release all or any part of the sums from time to time due and payable by you to us under the Agreement only in accordance with the written instructions given to you by the Bank from time to time;
 - (d) to comply with any written notice or instructions in any way relating to, or purporting to relate to, the Debenture or the Agreement or the debts represented thereby which you receive at any time from the Bank without any reference to or further authority from us and without any enquiry by you as to the justification for or validity of such notice or instruction; and
 - (e) to send copies of all notices and other information given or received under the Agreement to the Bank.
3. We are not permitted to receive from you, otherwise than through the Bank, any amount in respect of or on account of the sums payable to us from time to time under the Agreement or to agree any amendment or supplement to, or waive any obligation under, the Agreement without the prior written consent of the Bank.
4. This notice may only be revoked or amended with the prior written consent of the Bank.
5. Please confirm by completing the enclosed copy of this notice and returning it to the Bank (with a copy to us) that you agree to the above and that:
 - (a) you accept the instructions and authorisations contained in this notice and you undertake to comply with this notice;

- (b) you have not, at the date this notice is returned to the Bank, received notice of the assignment or charge, the grant of any security or the existence of any other interest of any third party in or to the Agreement or any proceeds of it and you will notify the Bank promptly if you should do so in future;
 - (c) you will not permit any sums to be paid to us or any other person (other than the Bank) under or pursuant to the Agreement without the prior written consent of the Bank; and
 - (d) you will not exercise any right to terminate the Agreement or take any action to amend or supplement the Agreement without the prior written consent of the Bank.
6. This notice, and any acknowledgement in connection with it, and any non-contractual obligations arising out of or in connection with any of them, shall be governed by English law.

Yours faithfully

for and on behalf of
[NAME OF CHARGOR]

[*On copy*]

To: **LLOYDS BANK CORPORATE MARKETS PLC**
as Bank
[ADDRESS]

Copy to: [NAME OF CHARGOR]

Dear Sirs

We acknowledge receipt of the above notice and consent and agree to its terms. We confirm and agree to the matters set out in paragraph 5 in the above notice.

for and on behalf of
[*Name of relevant party*]

Dated: [◆] 20[◆]

SCHEDULE 5: FORM OF NOTICE TO AND ACKNOWLEDGEMENT BY INSURERS

To: [Insert name and address of insurer]

Dated: [] 20[]

Dear Sirs

[DESCRIBE INSURANCE POLICIES] DATED [] 20[] BETWEEN (1) YOU AND (2) [] (THE "CHARGOR")

1. We give notice that, by a debenture dated [] 2019 (the "Debenture"), we have [assigned] to Lloyds Bank Corporate Markets plc (the "Bank") all our present and future right, title and interest in and to the policies described above (together with any other agreement supplementing or amending the same, the "Policies") including all rights and remedies in connection with the Policies and all proceeds and claims arising from the Policies.
2. We irrevocably authorise and instruct you from time to time:
 - (a) to disclose to the Bank at our expense without any reference to or further authority from us (and without any enquiry by you as to the justification for such disclosure), such information relating to the Policies as the Bank may from time to time request;
 - (b) to hold all sums from time to time due and payable by you to us under the Policies to the order of the Bank;
 - (c) to pay or release all or any part of the sums from time to time due and payable by you to us under the Policies only in accordance with the written instructions given to you by the Bank from time to time;
 - (d) to comply with any written notice or instructions in any way relating to, or purporting to relate to, the Debenture, the sums payable to us from time to time under the Policies or the debts represented by them which you may receive from the Bank (without any reference to or further authority from us and without any enquiry by you as to the justification for or validity of such notice or instruction); and
 - (e) to send copies of all notices and other information given or received under the Policies to the Bank.
3. We irrevocably instruct you, with effect from the date of this notice, to note on the relevant Policies the Bank's interest as sole loss payee and as first priority assignee of the Policies and the rights, remedies, proceeds and claims referred to above.
4. We are not permitted to receive from you, otherwise than through the Bank, any amount in respect of or on account of the sums payable to us from time to time under the Policies or to agree any amendment or supplement to, or waive any obligation under, the Policies without the prior written consent of the Bank.
5. This notice may only be revoked or amended with the prior written consent of the Bank.
6. Please confirm by completing the enclosed copy of this notice and returning it to the Bank (with a copy to us) that you agree to the above and that:
 - (a) you accept the instructions and authorisations contained in this notice and you undertake to comply with this notice;

- (b) you have not, at the date this notice is returned to the Bank, received notice of the assignment or charge, the grant of any security or the existence of any other interest of any third party in or to the Policies or any proceeds of them or any breach of the terms of any Policy; and you will notify the Bank promptly if you should do so in future;
 - (c) you will not permit any sums to be paid to us or any other person under or pursuant to the Policies without the prior written consent of the Bank; and
 - (d) you will not exercise any right to terminate, cancel, vary or waive the Policies or take any action to amend or supplement the Policies without the prior written consent of the Bank.
7. This notice, and any acknowledgement in connection with it, and any non-contractual obligations arising out of or in connection with any of them, shall be governed by English law.

Yours faithfully

for and on behalf of
[NAME OF CHARGOR]

[On copy]

To: LLOYDS BANK CORPORATE MARKETS PLC
as Bank
[ADDRESS]

Copy to: [NAME OF CHARGOR]

Dear Sirs

We acknowledge receipt of the above notice and consent and agree to its terms. We confirm and agree to the matters set out in paragraph 6 in the above notice.

for and on behalf of
[Name of relevant insurer]

Dated: [◆]] 20[◆]

SCHEDULE 6: FORM OF ACCESSION DEED

THIS ACCESSION DEED is made on

20[◆]

BETWEEN

- (1) [◆] LIMITED a company incorporated in [◆] with registered number [◆] (the "Acceding Company") [EACH COMPANY LISTED IN SCHEDULE 1 (each an "Acceding Company")];
- (2) WILLIAM JACKSON FOODS LIMITED (the "Parent"); and
- (3) LLOYDS BANK CORPORATE MARKETS PLC (as Bank (the "Bank")).

BACKGROUND

This Accession Deed is supplemental to a debenture dated [◆] 2019 and made between (1) the Chargors named in it and (2) the Bank (the "Debenture").

IT IS AGREED:

1. DEFINITIONS AND INTERPRETATION

(a) Definitions

Terms defined in, or construed for the purposes of, the Debenture have the same meanings when used in this Accession Deed including the recital to this Accession Deed (unless otherwise defined in this Accession Deed).

(b) Construction

Clause 1.2 (*Construction*) of the Debenture applies with any necessary changes to this Accession Deed as if it were set out in full in this Accession Deed.

2. ACCESSION OF THE ACCEDING COMPANY

(a) Accession

[The/Each] Acceding Company:

- (i) unconditionally and irrevocably undertakes to and agrees with the Bank to observe and be bound by the Debenture; and
- (ii) creates and grants [at the date of this Deed] the charges, mortgages, assignments and other security which are stated to be created or granted by the Debenture,

as if it had been an original party to the Debenture as one of the Chargors.

(b) Covenant to pay

Without prejudice to the generality of clause 2(a) (*Accession*), [the/each] Acceding Company (jointly and severally with the other Chargors [and each other Acceding Company]), covenants in the terms set out in clause 2 (*Covenant to Pay*) of the Debenture.

(c) **Charge and assignment**

Without prejudice to the generality of clause 2(a) (*Accession*), [the/each] Acceding Company with full title guarantee, charges and assigns (and agrees to charge and assign) to the Bank for the payment and discharge of the Secured Obligations, all its right, title and interest in and to the property, assets and undertaking owned by it or in which it has an interest, on the terms set out in clauses 3 (*Grant of Security*), 4 (*Fixed Security*) and 5 (*Floating Charge*) of the Debenture including (without limiting the generality of the foregoing):

- (i) by way of first legal mortgage all the freehold and leasehold Real Property (if any) vested in or charged to the Acceding Company (including, without limitation, the property specified [against its name] in part 1 of schedule 2 (*Details of Security Assets owned by the [Acceding Company/Acceding Companies]*) (if any));
- (ii) by way of first fixed charge:
 - (A) all the Charged Securities (including, without limitation, those specified [against its name] in part 2 of schedule 2 (*Details of Security Assets owned by the [Acceding Company/Acceding Companies]*) (if any)); together with
 - (B) all Related Rights from time to time accruing to them;
- (iii) by way of first fixed charge each of its Security Accounts and its other accounts with any bank or financial institution at any time (including, without limitation, those specified [against its name] in part 3 of schedule 2 (*Details of Security Assets owned by the [Acceding Company/Acceding Companies]*)) and all monies at any time standing to the credit of such accounts;
- (iv) by way of first fixed charge all Intellectual Property (including, without limitation, the Intellectual Property specified [against its name] in part 4 of schedule 2 (*Details of Security Assets owned by the [Acceding Company/Acceding Companies]*) (if any));
- (v) by way of absolute assignment the Relevant Contracts (including, without limitation, those specified [against its name] in part 5 of schedule 2 (*Details of Security Assets owned by the [Acceding Company/Acceding Companies]*) (if any)), all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising from them; and
- (vi) by way of absolute assignment the Insurances (including, without limitation, those specified [against its name] in part 6 of schedule 2 (*Details of Security Assets owned by the [Acceding Company/Acceding Companies]*) (if any)), all claims under the Insurances and all proceeds of the Insurances.

(d) **Representations**

[The/Each] Acceding Company makes the representations and warranties required pursuant to clause 10 of the Debenture as well as those set out in this paragraph 2(d) to the Bank as at the date of this Accession Deed:

- (i) [each/the] Acceding Company is the sole legal and beneficial owner of all of the Security Assets identified [against its name] in schedule 2 (*Details of Security Assets*);
- (ii) the Charged Securities listed in [part 2 of] schedule 2 to the Accession Deed (*Details of Security Assets owned by the [Acceding Company/Acceding Companies]*) constitute the entire share capital owned by [each/the] Acceding Company in the relevant company [and constitute the entire share capital of each such company]; and
- (iii) [part 1 of] schedule 2 (*Details of Security Assets owned by the [Acceding Company/Acceding Companies]*) identifies all freehold and leasehold Real Property which is beneficially owned by [each/the] Acceding Company at the date of this Deed.

(e) **Consent**

Pursuant to clause 24.3 (*Accession Deed*) of the Debenture, the Parent (as agent for itself and the existing Chargors):

- (i) consents to the accession of [the/each] Acceding Company to the Debenture on the terms of this Accession Deed; and
- (ii) agrees that the Debenture shall, after the date of this Accession Deed, be read and construed as if [the/each] Acceding Company had been named in the Debenture as a Chargor.

3. CONSTRUCTION OF DEBENTURE

This Accession Deed shall be read as one with the Debenture so that all references in the Debenture to "*this Deed*" and similar expressions shall include references to this Accession Deed.

4. THIRD PARTY RIGHTS

A person who is not a party to this Accession Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Accession Deed.

5. NOTICE DETAILS

Notice details for [the/each] Acceding Company are those identified with its name below.

6. COUNTERPARTS

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

7. GOVERNING LAW

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

IN WITNESS of which this Accession Deed has been duly executed by [the/each] Acceding Company and the Parent as a deed and duly executed by the Bank and has been delivered on the first date specified on page 1 of this Accession Deed][by [the/each] Acceding Company and the Parent].

SCHEDULE 1 TO THE ACCESSION DEED

The Acceding Companies

Company name	Registered number	Registered office
[♦]	[♦]	[♦]
[♦]	[♦]	[♦]
[♦]	[♦]	[♦]
[♦]	[♦]	[♦]

SCHEDULE 2 TO THE ACCESSION DEED¹

Details of Security Assets owned by the [Acceding Company/Acceding Companies]

[Part 1 - Real Property]

Registered land				
[Acceding Company]	Address	Administrative Area		Title number
[◆]	[◆]	[◆]		[◆]
Unregistered land				
[Acceding Company]	Address	Document describing the Real Property		
		Date	Document	Parties
[◆]	[◆]	[◆ 20◆]	[◆]	[◆]

[Part 2 - Charged Securities]

[Acceding Company]	Name of company in which shares are held	Class of shares held	Number of shares held	Issued share capital
[♦]	[♦]	[♦]	[♦]	[♦]
[♦]	[♦]	[♦]	[♦]	[♦]
[♦]	[♦]	[♦]	[♦]	[♦]

[Part 3 - Security Accounts]

Account Holder	Account Number	Account Bank	Account bank branch address and sort code
[♦]	[♦]	[♦]	[♦]
[♦]	[♦]	[♦]	[♦]
[♦]	[♦]	[♦]	[♦]

[Part 4 - Intellectual Property]

Part 4A - Trade marks				
Proprietor/ADP number	TM number	Jurisdiction/apparent status	Classes	Mark text

[◆]	[◆]	[◆]	[◆]	[◆]
[◆]	[◆]	[◆]	[◆]	[◆]
[◆]	[◆]	[◆]	[◆]	[◆]

Part 4B - Patents		
Proprietor/ADP number	Patent number	Description
[◆]	[◆]	[◆]
[◆]	[◆]	[◆]
[◆]	[◆]	[◆]

[Part 5 - Relevant Contracts]

[Acceding Company]	Date of Relevant Contract	Parties	Details of Relevant Contract
[◆]	[◆ 20◆]	[◆]	[◆]
[◆]	[◆ 20◆]	[◆]	[◆]

[Part 6 - Insurances]

[Acceding Company]	Insurer	Policy number
[◆]	[◆]	[◆]
[◆]	[◆]	[◆]

EXECUTION PAGES OF THE ACCESSION DEED

THE ACCEDEING COMPAN[Y][IES]

EITHER one director in the presence of an attesting witness

Executed as a deed[, but not delivered until the)
first date specified on page 1,] by [NAME OF)
ACCEDEING COMPANY] acting by:)

Director

Witness signature

Witness name:

Witness address:

Address: [◆]

Facsimile No: [◆]

OR where executing by an individual attorney

Signed as a deed[, but not delivered until the first)
date specified on page 1,] by [NAME OF)
ACCEDEING COMPANY] by its attorney)
[acting pursuant to a)
power of attorney dated [◆] 20[◆]])
in the presence of:)

Signature

as attorney for [NAME OF
ACCEDEING COMPANY]

Witness signature

Witness name:

Witness address:

Address: [◆]

Facsimile No: [◆]

THE PARENT

EITHER one director in the presence of an attesting witness

Executed as a deed[, but not delivered until the)
first date specified on page 1,] by **WILLIAM**)
JACKSON FOODS LIMITED acting by:)

Director: _____

Witness signature: _____

Witness name: _____

Witness address: _____

Address: [◆]

Facsimile No: [◆]

OR where executing by an individual attorney

Signed as a deed[, but not delivered until the first)
date specified on page 1,] by **WILLIAM**)
JACKSON FOODS LIMITED by its attorney)
_____ [acting pursuant to a)
power of attorney dated [◆] 20[◆]])
in the presence of:)

Signature _____
as attorney for **WILLIAM**
JACKSON FOODS LIMITED

Witness signature: _____

Witness name: _____

Witness address: _____

Address: [◆]

Facsimile No: [◆]

THE BANK

Signed by _____ for)
and on behalf of LLOYDS BANK)
CORPORATE MARKETS PLC:)

Signature _____

Address: [◆]

Facsimile No: [◆]


Attention: [◆]

EXECUTION PAGES

THE ORIGINAL CHARGORS

Executed as a deed, but not delivered until the)
first date specified on page 1, by WJS)
PROPERTIES 2 LIMITED by a director in)
the presence of a witness:

Signature

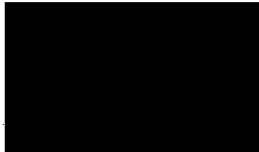
 ON BEHALF OF ASS
SHEEDING LIMITED

Name (block capitals)

KEITH PENYGER

Director

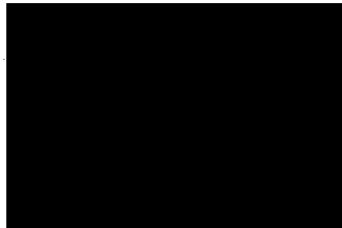
Witness signature



Witness name
(block capitals)

MICHAEL PECONA

Witness address




Address: The Riverside Building, Livingstone Road, Hessle, East Yorkshire, HU13 0DZ

Facsimile No:

Attention:

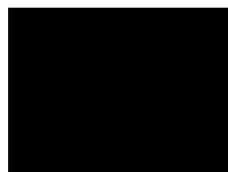
~~Adam Barracough~~ ^{MP} MICHAEL PECONA

Executed as a deed, but not delivered until the)
first date specified on page 1, by ABEL &)
COLE LIMITED by a director in the)
presence of a witness:

Signature  ON BEHALF OF WJS
EXECUTIVES LIMITED

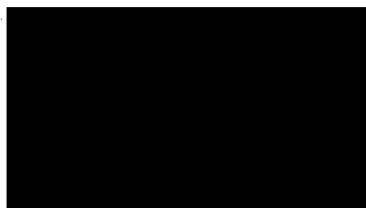
Name (block capitals) KATE DAWSON
Director

Witness signature



Witness name
(block capitals) MICHAEL PELORA

Witness address



Address: The Riverside Building, Livingstone Road, Hessle, East Yorkshire, HU13 0DZ

Facsimile No:

Attention: ~~Adam Barnet~~ ^{MB} MICHAEL PELORA

Executed as a deed, but not delivered until the)
first date specified on page 1, by WJFG)
DORMANT LIMITED by a director in the)
presence of a witness:

Signature

ON BEHALF OF WJS
EXECUTIVES LIMITED

Name (block capitals)

KATE DENYER

Director

Witness signature

Witness name
(block capitals)

MICHAEL PELONA

Witness address

Address:

The Riverside Building, Livingstone Road, Hesse, East Yorkshire, HU13 0DZ

Facsimile No:

Attention:

Adam Barraclough

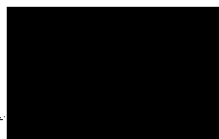
MICHAEL PELONA

Executed as a deed, but not delivered until the)
first date specified on page 1, by)
JACKSON'S BAKERY LIMITED by a)
director in the presence of a witness:

Signature  ON BEHALF OF WJS
EXECUTIVES LIMITED

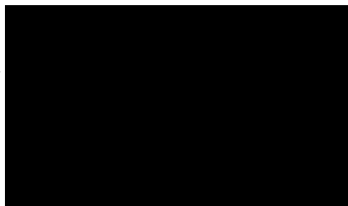
Name (block capitals) HATIE PENYGA
Director

Witness signature



Witness name
(block capitals) MICHAEL PECORA

Witness address



Address: The Riverside Building, Livingstone Road, Hessle, East Yorkshire, HU13 0DZ

Facsimile No:

Attention: Adam Barraclough MICHAEL PECORA

Executed as a deed, but not delivered until the)
first date specified on page 1, by WILLIAM)
JACKSON FOOD GROUP LIMITED by a)
director in the presence of a witness:

Signature



Name (block capitals)

KATIE BENYON
Director

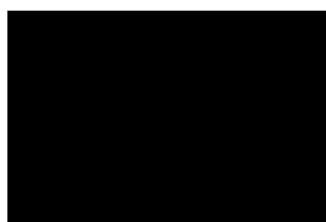
Witness signature



Witness name
(block capitals)

MICHAEL BEONA

Witness address



Address: The Riverside Building, Livingstone Road, Hessle, East Yorkshire, HU13 0DZ


Facsimile No:

Attention:

~~Adam Barraclough~~ ^{MB} MICHAEL BEONA

Executed as a deed, but not delivered until the)
first date specified on page 1, by WJS)
FINANCE LIMITED by a director, in the)
presence of a witness:

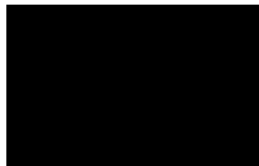
Signature

 ON BEHALF OF WJS
EXECUTIVES LIMITED

Name (block capitals)

HAILE DUNGA
Director

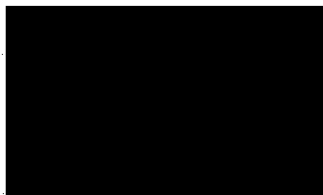
Witness signature



Witness name
(block capitals)

MICHAEL PECOYA

Witness address




Address: The Riverside Building, Livingstone Road, Hessle, East Yorkshire, HU13 0DZ

Facsimile No:

Attention:

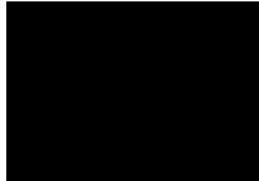
~~Adam Barracough~~ ^{MP} MICHAEL PECOYA

Executed as a deed, but not delivered until the)
first date specified on page 1, by WJS)
FINANCE (2) LIMITED by a director in the)
presence of a witness:

Signature  ON BEHALF OF WJS
EXECUTIVES LIMITED

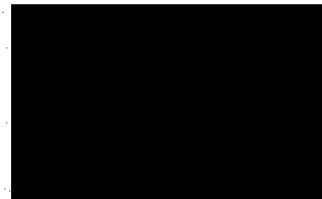
Name (block capitals) KATIE PENYON
Director

Witness signature



Witness name
(block capitals) MICHAEL PEONA

Witness address



Address: The Riverside Building, Livingstone Road, Hessle, East Yorkshire, HU13 0DZ

Facsimile No:

Attention: ^{MP}
~~Adam Barracough~~ MICHAEL PEONA

Executed as a deed, but not delivered until the)
first date specified on page 1, by MYFRESH)
PREPARED PRODUCE LIMITED by a)
director in the presence of a witness;

Signature

ON BEHALF OF WJS
EXECUTIVES LIMITED

Name (block capitals)

HARTIS PUGHYER

Director

Witness signature

Witness name
(block capitals)

MICHAEL PUGHYER

Witness address

Address: The Riverside Building, Livingstone Road, Hesse, East Yorkshire, HU13 0DZ

Facsimile No:

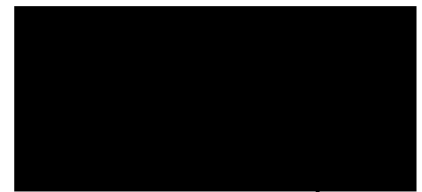
Attention:

Adam Pughy

MICHAEL PUGHYER

Executed as a deed, but not delivered until the)
first date specified on page 1, by **WILLIAM**)
JACKSON FOODS LIMITED by a director)
in the presence of a witness:

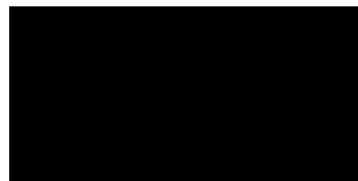
Signature



Name (block capitals)

JAMES WATSON
Director

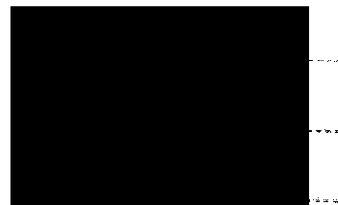
Witness signature



Witness name
(block capitals)

MICHAEL PELON

Witness address



Address: The Riverside Building, Livingstone Road, Hessle, East Yorkshire, HU13 0DZ

Facsimile No:

Attention: ~~Adam Barrackough~~ ^{MO} MICHAEL PELON

Executed as a deed, but not delivered until the)
first date specified on page 1, by PIPER)
HOLDCO LIMITED by a director in the)
presence of a witness:

Signature



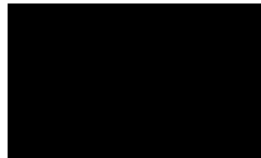
ON BEHALF OF WJS
EXECUTIVES LIMITED

Name (block capitals)

KATHY DENYER

Director

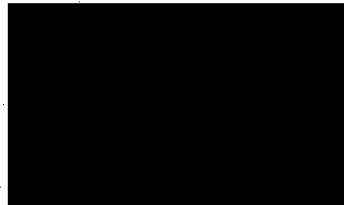
Witness signature



Witness name
(block capitals)

MICHAEL PEARSON

Witness address



Address: The Riverside Building, Livingstone Road, Hessle, East Yorkshire, HU13 0DZ

Facsimile No:

Attention:

Adam Bannockburn ^{MB} MICHAEL PEARSON

Executed as a deed, but not delivered until the)
first date specified on page 1, by PIPER)
ACQUISITIONS LIMITED by a director in)
the presence of a witness:

Signature



ON BEHALF OF WJS
EXECUTIVES LIMITED

Name (block capitals)

KEITH DUNN
Director

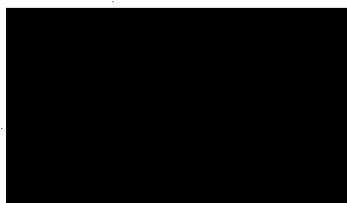
Witness signature



Witness name
(block capitals)

MICHAEL PECORA

Witness address



Address:

The Riverside Building, Livingstone Road, Hessle, East Yorkshire, HU13 0DZ

Facsimile No:

Attention:

Adam Barracough MICHAEL PECORA

Executed as a deed, but not delivered until the)
first date specified on page 1, by RICHARD)
WELLOCK & SONS LIMITED by a)
director in the presence of a witness:

Signature

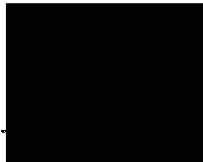


ON BEHALF OF WJS
EXECUTIVES LIMITED

Name (block capitals)

KATIE DENNIS
Director

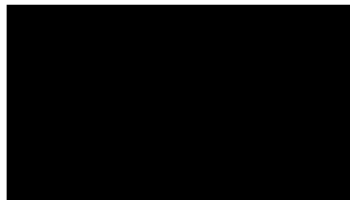
Witness signature



Witness name
(block capitals)

MICHAEL PECORA

Witness address



Address: The Riverside Building, Livingstone Road, Hessle, East Yorkshire, HU13 0DZ.

Facsimile No:

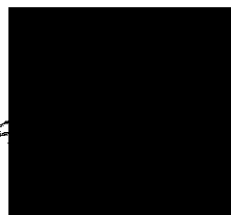
Attention:

~~Adam Barracough~~ ^{MP}

MICHAEL PECORA

Signed by CHRIS REEZ for)
and on behalf of LLOYDS BANK)
CORPORATE MARKETS PLC:)

Signature



Address: 10 GRESHAM STREET, LONDON, EC2V 7AE

Facsimile No:

Attention: LENDING EXECUTION