



Registration of a Charge

Company name: **BAXTERS FOOD GROUP LIMITED**

Company number: **SC023572**

Received for Electronic Filing: **18/12/2020**



X9K6TYCQ

Details of Charge

Date of creation: **18/12/2020**

Charge code: **SC02 3572 0012**

Persons entitled: **HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED (AS SECURITY AGENT)**

Brief description:

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:

PINSENT MASONS LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 23572

Charge code: SC02 3572 0012

The Registrar of Companies for Scotland hereby certifies that a charge dated 18th December 2020 and created by BAXTERS FOOD GROUP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 18th December 2020 .

Given at Companies House, Edinburgh on 21st December 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**

EXECUTION VERSION

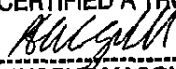
FLOATING CHARGE

by

BAXTERS FOOD GROUP LIMITED

in favour of

HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED
(as Security Agent)

EDINBURGH 18 December 2020
CERTIFIED A TRUE COPY


PINSENT MASONS LLP
SOLICITORS
PRINCES EXCHANGE
1 EARL GREY STREET
EDINBURGH EH3 9AQ



Pinsent Masons

119208621.2JW66

1.	DEFINITIONS AND INTERPRETATION	1
1.1	Definitions	1
1.2	Interpretation	2
1.3	Headings	3
2.	FLOATING CHARGE	3
2.1	Payment	3
2.2	Floating Charge	3
2.3	Negative pledge and ranking	3
3.	PROTECTION OF SECURITY	3
3.1	Continuing security	3
3.2	No prejudice	3
3.3	No waiver	4
3.4	Severability	4
3.5	Non impairment	4
3.6	New accounts	5
4.	POWER OF ATTORNEY	5
4.1	Appointment	5
4.2	Ratification	5
4.3	Exercise of power	5
5.	REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS	5
5.1	Representations and warranties	5
5.2	Undertakings	5
6.	ENFORCEMENT	6
6.1	Enforceable	6
6.2	Appointment of Receiver or administrator	6
6.3	Powers of Receiver	6
6.4	Agent of Company	7
6.5	Application of proceeds	7
6.6	Monies on suspense account	7
6.7	Balance	7

6.8	Third parties	7
7.	DISCHARGE	8
7.1	Discharge	8
7.2	Retention of Security	8
7.3	Avoidance of payments	8
8.	LIABILITY OF RECEIVER AND SECURITY AGENT	8
9.	PROVISIONS RELATING TO THE SECURITY AGENT	8
9.1	Assignment	8
9.2	Provisions of the Intercreditor Agreement	8
10.	MISCELLANEOUS	9
10.1	Non compliance by Company	9
10.2	Certificate	9
10.3	Entire agreement	9
10.4	Non-reliance	9
10.5	Amendments	9
11.	NOTICES	9
11.1	Notices and deemed receipt	9
11.2	Addresses for notices	10
12.	DELEGATION	10
13.	GOVERNING LAW	11

Date of delivery 18 December 2020

FLOATING CHARGE by

- (1) **BAXTERS FOOD GROUP LIMITED** incorporated in Scotland (Registered Number SC023572) whose registered office is at 12 Charlotte Square, Edinburgh, Scotland, EH2 4DJ (the "**Company**")

in favour of

HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED incorporated in England (Registered Number 06447555) whose registered office is at 8 Canada Square, London, E14 5HQ as Security Agent under and as defined in the Intercreditor Agreement (as defined below) (the "**Security Agent**") as security trustee for the Secured Parties (as defined in the Intercreditor Agreement).

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Security unless the context requires otherwise:

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

"**Act**" means the Insolvency Act 1986 as amended by the Insolvency Act 2000 and the Enterprise Act 2002 or, where the context so requires, any of those enactments;

"**Debt Documents**" has the meaning given to that term in the Intercreditor Agreement;

"**Debtors**" has the meaning given to that term in the Intercreditor Agreement;

"**Dissolution**" of a person includes the bankruptcy, insolvency, liquidation, amalgamation, reconstruction, reorganisation, administration, administrative or other receivership, or dissolution of that person, and any equivalent or analogous proceeding by whatever name known and in whatever jurisdiction, and any step taken (including, but without limitation, the presentation of a petition or the passing of a resolution) for or with a view to any of the foregoing;

"**Event of Default**" has the meaning given to that term in the Intercreditor Agreement;

"**Intercreditor Agreement**" means the intercreditor deed dated 22 July 2016 and made between, amongst others, the Company, the other Debtors, the Security Agent, the Senior Agent, the Senior Lender, the Noteholders and certain others (all as defined in the Intercreditor Agreement) as amended by a consent and amendment letter on or around the date of this Security;

"**Receiver**" means any receiver or administrative receiver appointed in respect of the Secured Assets under this Security (whether by the Company or the Court) and includes joint receivers;

"**Secured Assets**" means the whole of the property (including uncalled capital) which is or may from time to time, while this Security is in force, be comprised in the property and undertaking of the Company;

"Secured Obligations" means all monies and liabilities now or after the date of this Deed due, owing or incurred by the Debtor or the Debtors to the Secured Parties (or any of them) under the Debt Documents (or any of them) in any manner and in any currency or currencies and whether present or future, actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, together with all interest accruing on such monies and liabilities and all costs, charges and expenses incurred by any Secured Party under any Debt Document including any Make-Whole Amount, and all or any monies, liabilities and obligations due by the Company under this Security; and

"Security" means these presents (and, as the context may require or imply, the floating charge hereby created) as amended, supplemented, novated, extended or restated from time to time.

1.2 Interpretation

In this Security unless the context requires otherwise:

- 1.2.1 words importing the singular shall include the plural and vice versa;
- 1.2.2 references to this Security or any other document shall be construed as references to this Security or such other document as amended, supplemented, novated, extended or restated from time to time;
- 1.2.3 references to any statute or statutory provision (including any subordinate legislation) shall include any statute or statutory provision for the time being in force which amends, extends, consolidates or replaces the same and shall include any orders, regulations, instruments or other subordinate legislation made under the relevant statute or statutory provision;
- 1.2.4 references to a "person" shall include any individual, firm, company, corporation, body, trust or foundation, or any association, partnership or unincorporated body (whether or not having separate legal personality);
- 1.2.5 references to a "fixed security" mean a fixed security as defined by Section 486 of the Companies Act 1985;
- 1.2.6 any reference to the Security Agent includes its permitted successors, transferees and assignees;
- 1.2.7 references to a document "in the agreed form" means a document in a form agreed by the Company and the Security Agent and initialled by, or on behalf of, each of them for the purpose of identification as such;
- 1.2.8 "tax" means all forms of taxation, duties, imposts and levies whatsoever in the nature of taxation whenever and wherever imposed, including (but without limitation) all stamp duties, imposts, duties, capital and revenue taxes and value added tax, and "taxes" and "taxation" shall be construed accordingly;
- 1.2.9 terms defined in the Intercreditor Agreement shall have the same meaning in this Security unless the context otherwise requires or unless otherwise defined in this Security;
- 1.2.10 if there is any conflict between the provisions of this Security and the provisions of the Intercreditor Agreement, the provisions of the Intercreditor Agreement shall prevail;
- 1.2.11 an Event of Default is continuing if it has not been waived; and

1.2.12 the provisions of clause 1.2 (*construction*) of the Intercreditor Agreement shall be deemed to be incorporated into this Security *mutatis mutandis*.

1.3 Headings

The table of contents and the headings in this Security are included for convenience only and shall be ignored in construing this Security.

2. FLOATING CHARGE

2.1 Payment

The Company undertakes to the Security Agent that it will pay and discharge the Secured Obligations when the same become due for payment or discharge, whether by acceleration or otherwise.

2.2 Floating Charge

In security for the payment and discharge of the Secured Obligations, the Company hereby GRANTS a FLOATING CHARGE over the Secured Assets in favour of the Security Agent. Paragraph 14 of Schedule B1 of the Act applies to the floating charge created pursuant to this clause 2.2.

2.3 Negative pledge and ranking

Unless otherwise agreed in writing by the Security Agent and subject to Section 464(2) of the Companies Act 1985:

- (a) the Company shall not create any fixed security or other floating charge over any part of the Secured Assets after its execution of this Security except any fixed security in favour of the Security Agent; and
- (b) this Security shall rank in priority to any fixed security or other floating charge created by the Company after its execution of this Security except any fixed security in favour of the Security Agent.

3. PROTECTION OF SECURITY

3.1 Continuing security

This Security shall be a continuing security notwithstanding any intermediate payment or satisfaction of the Secured Obligations and shall remain in force and may not be revoked until the Secured Obligations have been fully and unconditionally paid and discharged.

3.2 No prejudice

This Security shall be in addition to and independent of and shall not in any way prejudice or be prejudiced by any other security, right or remedy which the Security Agent may now or at any time hereafter hold for all or any part of the Secured Obligations.

3.3 No waiver

Failure or delay on the part of the Security Agent in exercising any right, power or discretion under or pursuant to this Security shall not operate as a waiver thereof, nor will any single or partial exercise of any such right, power or discretion preclude any other or further exercise thereof. The rights, powers and discretions contained in this Security are in addition to and not substitution for any right of set-off, compensation, retention, combination of accounts, lien or other right or remedy provided by law.

3.4 Severability

The provisions of this Security shall be severable and distinct from one another and if at any time one or more of such provisions is or becomes or is declared void, invalid, *illegal or unenforceable in any respect*, the validity, legality and enforceability of the remaining provisions of this Security shall not in any way be affected or impaired thereby.

3.5 Non impairment

Without prejudice to Clauses 3.1 (*Continuing Security*) and 3.2 (*No prejudice*), neither this Security nor the liability of the Company for the Secured Obligations shall be prejudiced or affected by:-

- 3.5.1 any variation or amendment of, or waiver or release granted under or in connection with, any other security or any guarantee or indemnity or other document; or
- 3.5.2 time being given, or any other indulgence or concession being granted, by the Security Agent to the Company or any other person; or
- 3.5.3 the taking, holding, failure to take or hold, varying, realisation, non-enforcement, non-perfection or release by the Security Agent or any other person of any other Security, or any guarantee or indemnity or other document; or
- 3.5.4 the Dissolution of the Company or any other person; or
- 3.5.5 any change in the constitution of the Company; or
- 3.5.6 any amalgamation, merger or reconstruction that may be effected by the Security Agent with any other person or any sale or transfer of the whole or any part of the undertaking, property and assets of the Security Agent to any other person; or
- 3.5.7 the existence of any claim, set-off or other right which the Company may have at any time against the Security Agent or any other person; or
- 3.5.8 the making or absence of any demand for payment of any Secured Obligation on the Company or any other person, whether by the Security Agent or any other person; or
- 3.5.9 any arrangement or compromise entered into by the Security Agent with the Company or any other person; or
- 3.5.10 any other thing done or omitted or neglected to be done by the Security Agent or any other person or any other dealing, fact, matter or thing which, but for this provision, might operate to prejudice or affect the liability of the Company for the Secured Obligations.

3.6 New accounts

At any time after the Security Agent has received or is deemed to be affected by notice (whether actual or constructive) of the creation of any subsequent security, charge or encumbrance over or affecting any part of the Secured Assets or the proceeds of realisation, the Security Agent may open a new account or accounts with the Company. If the Security Agent does not open a new account or accounts 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 and as from that time all payments made to the Security Agent shall be credited or be treated as having been credited to the new account or accounts and shall not operate to reduce the amount covered by this Security.

4. POWER OF ATTORNEY

4.1 Appointment

The Company hereby irrevocably appoints the Security Agent, whether or not a Receiver has been appointed, and separately also the Receiver, as its attorney on its behalf and in its name or otherwise, at such times and in such a manner as the attorney may think fit:

4.1.1 to do anything which the Company is obliged to do (but has not done following written notice) under this Security including, without limitation, to create any fixed security or charge over any of the Secured Assets; and

4.1.2 generally to exercise all or any of the rights, powers and discretions conferred on the Security Agent or the Receiver in relation to the Secured Assets under this Security.

4.2 Ratification

The Company hereby ratifies and confirms and agrees to ratify and confirm whatever its attorney may do or purport to do in the exercise or purported exercise of the power of attorney given by the Company under this Clause.

4.3 Exercise of power

The appointment effected under Clause 4.1 shall take effect immediately (in the case of the Receiver, upon his/her appointment), but the powers conferred under Clause 4.1.2 shall only become exercisable upon the occurrence of an Event of Default which is continuing (which upon the appointment of the Receiver shall be deemed to be the case).

5. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

5.1 Representations and warranties

The Company represents and warrants to the Security Agent as provided in the Debt Documents.

5.2 Undertakings

The Company hereby undertakes to the Security Agent that it will comply with all its obligations under the Debt Documents.

6. ENFORCEMENT

6.1 Enforceable

This Security shall be enforceable immediately (and without notice to the Company or prior authorisation from any court) upon, or at any time after:

- 6.1.1 the occurrence of an Acceleration Event; or
- 6.1.2 the Company requesting the appointment of a Receiver or administrator; or
- 6.1.3 an administration application being made in respect of the Company; or
- 6.1.4 any person giving notice of intention to appoint an administrator.

6.2 Appointment of Receiver or administrator

6.2.1 At any time after this Security has become enforceable the Security Agent shall be entitled:

- (a) *to appoint one or more persons as a Receiver or Receivers in respect of the Secured Assets, or apply to the Court for such appointment;*
- (b) *to appoint one or more persons as an administrator or administrators of the Company;*
- (c) *to make an administration application in respect of the Company; or*
- (d) *to give notice of intention to appoint an administrator or administrators in respect of the Company in accordance with paragraph 14 of Schedule B1 of the Act.*

6.2.2 The appointment of a Receiver or Receivers or an administrator or administrators, or the giving of notice of intention to appoint an administrator or administrators *shall be effected by the Security Agent by written instrument or notice in accordance with and in such form as may be prescribed under the Act. If any such person so appointed as Receiver or administrator is removed from office by the Court or otherwise ceases to act, the Security Agent shall be entitled (subject to the provisions of the Act) to appoint a replacement in the same manner.*

6.3 Powers of Receiver

A Receiver appointed under this Security shall have the following powers in addition to those specified in Schedule 2 of the Act:

- 6.3.1 to promote or procure the incorporation of any new company (whether or not a subsidiary of the Company), to transfer any part of the Secured Assets to such company for any form of consideration (including shares, debentures, loan stock or loan capital in such company), and/or to subscribe for or otherwise acquire shares, debentures, loan stock or loan capital in such company in name of the Company, or the Receiver, or its or his/her nominee or trustee;
- 6.3.2 subject to the articles of association, to convene extraordinary general meetings of the Company;

6.3.3 generally, without prejudice to the other provisions of this Clause to exercise all the rights, powers and discretions in respect of the Secured Assets it would be entitled to exercise if it were the absolute owner thereof and to do all acts and things the Receiver may consider necessary or expedient for the realisation of the Secured Assets and the application of the proceeds in or towards satisfaction of or their retention as continuing security for the Secured Obligations; and

6.3.4 in respect of any of the Secured Assets situated in England and Wales (or any other jurisdiction) to exercise in addition to the foregoing powers, all the powers conferred by the Act or any other enactment or rule of law on receivers or receivers and managers (or analogous officers) in that jurisdiction.

6.4 Agent of Company

The Receiver shall be the agent of the Company for all purposes of and in all respects arising under this Security and, except as otherwise provided by the Act, the Company alone shall be responsible for his/her acts, omissions, neglects and defaults and for all liabilities and obligations incurred by him/her, and his/her remuneration costs, charges and expenses.

6.5 Application of proceeds

All monies realised by the Receiver or otherwise arising from the enforcement of this security shall, subject always to Clause 6.6 (*Monies on suspense account*) and Clause 7 (*Discharge*), the claims of creditors ranking in priority to or *pari passu* with the claims of the Security Agent under this Security, and the terms of Section 60 of the Act, be applied by the Receiver in or towards the settlement of the Secured Obligations in accordance with Clause 12 (*Application of Proceeds*) of the Intercreditor Agreement.

6.6 Monies on suspense account

Nothing in this Security shall limit the right of the Receiver and/or the Security Agent (and the Company acknowledges that the Receiver and/or the Security Agent are so entitled) if and for so long as the Receiver and/or the Security Agent in its discretion shall consider it appropriate, to place all or any monies arising from the enforcement of this Security into a suspense account or accounts (which may be an account or accounts with the Security Agent), without any obligation to apply the same or any part thereof in or toward the discharge of the Secured Obligations.

6.7 Balance

The rights powers and discretions conferred on the Receiver under this Clause are subject only to his/her obligation to account to the Company or any other person entitled thereto for any balance of the Secured Assets or their proceeds remaining in his/her hands after the Secured Obligations have been fully and unconditionally paid and discharged.

6.8 Third parties

6.8.1 No purchaser from or other person dealing with the Receiver in relation to the Secured Assets shall be concerned to enquire whether any of the powers exercised or purported to be exercised by him/her hereunder has become exercisable, whether any of the Secured Obligations remains outstanding, or generally as to the propriety or validity of the exercise or purported exercise of any power hereunder.

6.8.2 The receipt or discharge of the Receiver shall be an absolute discharge to any purchaser or other person dealing with the Receiver in relation to the Secured Assets and any such purchaser or third party shall not have any obligation to enquire after or see to the application of any payments made by it to the Receiver or at its direction.

7. DISCHARGE

7.1 Discharge

When the Secured Obligations have been fully and unconditionally paid or discharged the Security Agent shall at the Company's request, and at its expense, discharge this Security. Any payment or realisation in respect of the Secured Obligations which in the reasonable opinion of the Security Agent is liable to be avoided or otherwise invalidated or adjusted by law, including any enactment or rule of law relating to insolvency, shall not be regarded as having been irrevocably settled or discharged until the expiry of the period during which it may be challenged on any such ground.

7.2 Retention of Security

If any payment or realisation in respect of the Secured Obligations is, in the Security Agent's reasonable opinion, liable to be avoided or otherwise invalidated or adjusted by law, including any enactment or rule of law relating to insolvency, the Security Agent shall be entitled to retain this Security undischarged until the expiry of the period during which it may be challenged on any such ground.

7.3 Avoidance of payments

The Security Agent's right to recover the Secured Obligations in full shall not be affected or prejudiced by any payment or realisation which is avoided or otherwise invalidated or adjusted by law, including any enactment or rule of law relating to insolvency, or by any release or discharge given by the Security Agent on the faith of any such payment or realisation.

8. LIABILITY OF RECEIVER AND SECURITY AGENT

The Receiver and the Security Agent shall not in any circumstances be liable to the Company or any other person for any losses, damages, liabilities or expenses arising from or in connection with the application or enforcement of this Security or any realisation, appropriation or application of the Secured Assets or from any act, default or omission of the Receiver or the Security Agent, or his/her or its officers, employees or agents in relation to the Secured Assets or otherwise in connection with this Security, except to the extent caused by the gross negligence or wilful misconduct of the Receiver or the Security Agent or his/her or its officers, employees or agents.

9. PROVISIONS RELATING TO THE SECURITY AGENT

9.1 Assignment

The Security Agent may assign this Security to any successor in title to any of the Secured Obligations or to a replacement Security Agent appointed in accordance with the provisions of the Intercreditor Agreement, and each Secured Party may assign its interest in this Security in whole or in part to any successor in title to any of the Secured Obligations, and the Security Agent and any Secured Party may disclose any information in its possession relating to the Company, its affairs or the Secured Obligations to any actual or prospective assignee.

9.2 Provisions of the Intercreditor Agreement

9.2.1 This Security is subject to the terms of the Intercreditor Agreement.

9.2.2 The provisions of the Intercreditor Agreement shall apply to the Security Agent's rights and duties and the resignation of the Security Agent as if set out in this Security.

10. MISCELLANEOUS

10.1 Non compliance by Company

If the Company fails to make any payment or following written notice, fails to fulfil any obligation due by it under or pursuant to this Security, the Receiver or the Security Agent, as the case may be, shall be entitled to do so on its behalf and in its name (or in its own name as it considers expedient) and/or to take such action to remedy or mitigate the consequences of such failure as it considers expedient, and the amount of any such payment and/or the costs incurred in fulfilling such obligation or mitigating the consequences of such failure, shall be repayable by the Company on demand, together with interest at the rate per annum equal to 1% above the highest interest rate then in effect under any of the Debt Documents from the date of demand until settlement and shall constitute Secured Obligations.

10.2 Certificate

A certificate signed by any authorised signatory on behalf of the Security Agent shall, save in the case of manifest error, conclusively constitute the amount of the Secured Obligations at the relevant time for all purposes of this Security.

10.3 Entire agreement

This Security constitutes the entire agreement and understanding of the parties and supersedes any previous agreement between the parties relating to the subject matter of this Security.

10.4 Non-reliance

Each of the parties acknowledges and agrees that in entering into this Security it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) of any person (whether a party to this Security or not) other than as expressly set out in this Security.

10.5 Amendments

No amendment or variation of this Security shall be effective unless it is in writing and signed by or on behalf of each of the parties.

11. NOTICES

11.1 Notices and deemed receipt

Any demand or notice to be given under this Security shall be in writing signed by or on behalf of the party giving it and shall be served by delivering it personally or sending it by pre-paid recorded delivery or registered post or by facsimile to the address and for the attention of the relevant party set out in Clause 11.2 (*Addresses for notices*) (or as otherwise notified by that party thereunder). Any such notice shall be deemed to have been received:

11.1.1 if delivered personally, at the time of delivery;

11.1.2 in the case of pre-paid recorded delivery or registered post, 24 hours from the date of posting; and

11.1.3 in the case of facsimile, at the time of transmission, where in order to prove transmission it shall be sufficient to produce confirmation of uninterrupted transmission by a transmission report,

provided that if deemed receipt occurs before 10am on a Business Day the notice shall be deemed to have been received at 10am on that day and if deemed receipt occurs after 5pm on a Business Day, or on a day which is not a Business Day, the notice shall be deemed to have been received at 10am on the next Business Day.

11.2 Addresses for notices

The addresses and facsimile numbers of the parties for the purposes of this Clause 11 are:

The Security Agent

Address: HSBC Corporate Trustee Company (UK) Limited (as Security Agent)
8 Canada Square
London
E14 5HQ
United Kingdom

For the attention of: Issuer Services Trustee Administration

Fax number: +44 20 7991 4350

Email address: Ctl.trustee.admin@hsbc.com

The Company

Address: 12 Charlotte Square
Edinburgh
Scotland
EH2 4DJ

For the attention of: Company Secretary

Fax number: 01343 820 286

or such other address or facsimile number in the United Kingdom as may be notified in writing from time to time by the relevant party to the other.

12. DELEGATION

Each of the Security Agent and any Receiver shall have full power to delegate (either generally or specifically) the powers, authorities and discretions conferred on it by this Deed (including the power of attorney) on such terms and conditions as it shall see fit which delegation shall not preclude either the subsequent exercise, any subsequent delegation or any revocation of such power, authority or discretion by the Security Agent or the Receiver itself.

13. GOVERNING LAW

This Security shall be governed by and construed in accordance with the law of Scotland and in so far as not already subject thereto the parties irrevocably submit to the non-exclusive jurisdiction of the Scottish Courts.

IN WITNESS WHEREOF these presents consisting of this and the 10 preceding pages are executed as follows and delivered on the date specified above:

SUBSCRIBED for and on behalf of
BAXTERS FOOD GROUP LIMITED
at EDINBURGH
on the 16TH day
of DECEMBER 2020
by

[REDACTED]

Director/Secretary/Authorised Signatory

TERENCE STRAIN

Full Name

before this witness

[REDACTED]

Witness

GORDON CAMPBELL HAYELVIE

Full Name

12 CHARLOTTE SQUARE

Address

EDINBURGH