

MR01

Particulars of a charge



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

You can use the WebFiling service to file this form online.
Please go to www.companieshouse.gov.uk

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

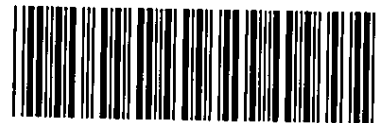
☒ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument. Use form MR08.

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

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

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

WEDNESDAY



"S40IAY6A"

SCT

04/02/2015

#433

COMPANIES HOUSE

1 Company details

Company number

S	C	0	9	0	3	6	5
---	---	---	---	---	---	---	---

Company name in full

Q	u	a	l	i	t	y		P	o	r	k		P	r	o	c	e	s	s	o	r	s		L	i	m	i	t	e	d
---	---	---	---	---	---	---	--	---	---	---	---	--	---	---	---	---	---	---	---	---	---	---	--	---	---	---	---	---	---	---

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

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date

d	2	d	2	m	0	m	1	y	2	y	0	y	1	y	5
---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---

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

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

Name

N	o	r	d	e	a		B	a	n	k		A	B		a	c	t	i	n	g		t	h	r	o	u	g		i	t	s		L	o	n	d	o	n		B	r	a	n	c	h					
8		F	l	o	o	r		C	i	t	y		P	l	a	c	e		H	s	e		5	5		B	a	s	i	n	g	h	a	l	l		S	t		L	o	n	d	o	n		E	C	2	V

Name

--

Name

--

Name

--

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

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

MR01

Particulars of a charge

4

Brief description

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

Brief description

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

Please limit the description to the available space.

5

Other charge or fixed security

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

☒ Yes

☐ No

6

Floating charge

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

☐ Yes Continue

☒ No Go to Section 7

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

☐ Yes

7

Negative Pledge

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

☒ Yes

☐ No

8

Trustee statement ¹

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

☐

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

9

Signature

Please sign the form here.

Signature

Signature

X  ON BEHALF OF SHOO SMITHS LLP X

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

MR01

Particulars of a charge



Presenter information

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

Contact name Sheelagh Cooley

Company name Shoosmiths LLP

Address Saltire Court

20 Castle Terrace

Post town Edinburgh

County/Region

Postcode E H 1 2 E N

Country

DX

Telephone 03700 868029



Certificate

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



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

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



Important information

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



How to pay

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

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



Where to send

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

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

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

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



Further information

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

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 90365

Charge code: SC09 0365 0010

The Registrar of Companies for Scotland hereby certifies that a charge dated 22nd January 2015 and created by QUALITY PORK PROCESSORS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th February 2015.

Given at Companies House, Edinburgh on 9th February 2015



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

Assignment of Contract

Dated 22nd January 2015

Certificate true copy of the
original

Stephen Harwood W
- 28/1/15.

(1) Quality Pork Processors Limited

to

(2) Nordea Bank AB, London Branch

Contents

	Page
1 Definitions and Interpretation	1
2 Secured Obligations	3
3 Mortgage	3
4 Notices and other formalities	3
5 Obligations of the Company.....	3
6 Representations and Warranties.....	4
7 Powers of the Lender.....	5
8 Receivers.....	6
9 Application of receipts	6
10 Protection of security.....	6
11 Payments	7
12 Communications	8
13 Costs and Expenses	8
14 Assignment and transfer	8
15 Miscellaneous	9
16 Law and jurisdiction	9
Schedule 1 Form of Notice of Assignment of Contract.....	10
Form of Acknowledgement of Assignment of Contract	11
Execution page	12

Assignment of Contract

Dated 22nd Jan 2015

By:

- (1) **Quality Pork Processors Limited**, incorporated and registered in Scotland with company number SC090365 whose registered office is 39 Port Glasgow Road, Greenock, Renfrewshire PA15 2UW the "**Company**")

In favour of:

- (2) **Nordea Bank AB**, acting through its London Branch at 8th floor City Place House 55 Basinghall Street London EC2V 5NB (the "**Lender**").

Whereas:

- (A) Nordea Bank Finland plc, London Branch entered into a facility agreement (the "**Facility Agreement**") dated 16 October 2014 with the Company's parent, Quality Pork Limited ("**QPL**"), the lender's interest in which was novated to the Lender with effect from 1 January 2015.
- (B) This Deed is a requirement of the Facility Agreement.

It is agreed as follows:

1 Definitions and Interpretation

1.1 In this Deed:

"**Assigned Property**" means:

- (a) the Contract; and
- (b) the Related Rights.

"**Contract**" means the "pig kill" contract dated 26 May 2011 between the Company and Tulip Limited ("**Tulip**"), as varied (a) in 2013 so that Tulip agreed to pay to the Company a weekly sum based on the Company's total costs of running the Brechin abattoir (excluding depreciation) plus £6,500 per week plus vat, and (b) on 17 October 2014 to vary (inter alia) the term and charging structure;

"**Encumbrance**" means a mortgage, charge, pledge, hypothecation or lien and any other arrangement or interest which has a similar effect;

"**Event of Default**" as defined in the Facility Agreement and its related conditions;

"**Notice of Assignment**" means a notice in the form set out in Schedule 1 (*Form of Notice of Assignment*);

"**Related Rights**" means, in relation to any asset:

- (a) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities and covenants for title in respect of that asset; and
- (b) any monies and proceeds paid or payable in respect of that asset;

"Relevant Currency" means in relation to any payment obligation of the Company the currency in which that obligation is denominated; and

"Secured Obligations" means all sums of principal, interest or charges which now are or shall for the time being be or become due or owing by the Company and/or QPL to the Lender on any account or accounts or in any manner whether for or on foot of bills of exchange, promissory notes, loans, credits advances, leasing, guarantees, indemnities, interest, commission, discount, bank charges, costs and expenses (including legal expenses occasioned by or incidental to any security held by or offered to the Bank or by or to the enforcement of any such security) or otherwise howsoever and whether the Company and/or QPL shall be liable therefor alone or jointly with any other person, corporation, firm or other body and whether as principal or surety.

1.2 Each reference to:

- 1.2.1 any **"party"** is to a party to this Deed and its respective successors, assigns and transferees;
- 1.2.2 any document is to such document as amended, novated, supplemented, substituted or replaced from time to time;
- 1.2.3 a provision of a statute, rule or regulation is to such provision as amended, modified or re-enacted from time to time;
- 1.2.4 the singular includes the plural and vice versa;
- 1.2.5 a **"person"** includes a reference to a company, partnership, unincorporated body and any other entity and vice versa;
- 1.2.6 a **"disposal"** includes any sale, lease, transfer, conveyance, assignment, licence, sub-licence or other disposal of any kind and "dispose" and "disposed" shall be construed accordingly;
- 1.2.7 **"including"** means "including without limitation" (with related words being construed accordingly), **"in particular"** means "in particular but without limitation" and other general words shall not be given a restrictive interpretation by reason of their being preceded or followed by words indicating a particular class of assets, matters or things;
- 1.2.8 a provision of law is a reference to that provision as it may have been, or may from time to time be, amended or re-enacted and includes any subordinated legislation under it from time to time;
- 1.2.9 a **"right"** includes any estate, interest, claim, remedy, discretion, power or other right of any kind, both present and future; and

1.2.10 "tax" includes any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same).

1.3 Clause headings shall not affect the meaning of any provision.

2 Secured Obligations

The Company shall discharge each Secured Obligation on demand as it falls due.

3 Mortgage

3.1 The Company with full title guarantee assigns the Assigned Property to the Lender absolutely.

3.2 If the Secured Obligations are discharged in full and the Lender has no obligation to provide any further financial accommodation to the Company or QPL the Lender shall, at the request and cost of the Company, re-assign the Assigned Property to the Company absolutely without recourse to, or any representation or warranty by, the Lender.

3.3 The exclusions of liability contained in Section 6(2) if the Law of Property (Miscellaneous Provisions) 1994 Act shall not apply to the full title guarantee given in this Deed.

4 Notices and other formalities

4.1 The Company shall deliver to the Lender a Notice of Assignment duly executed by the Company in respect of any Assigned Property promptly upon request by the Lender from time to time and shall use its reasonable endeavours to procure that receipt of that notice is acknowledged by the person to whom it is addressed within a reasonable time.

4.2 The Company shall deliver all certificates and documents relating to the Assigned Property to the Lender on request.

5 Obligations of the Company

5.1 The Company shall not:

5.1.1 create or permit to arise or continue any Encumbrance affecting any part of the Assigned Property other than in favour of the Lender (save for a floating charge in favour of Tulip Limited);

5.1.2 dispose or purport to dispose of any Assigned Property; or

5.1.3 allow, make or agree to any amendment or supplement to, or repudiation or termination of, any Assigned Property, make or agree to any claim that any Assigned Property is frustrated or rescinded or allow or agree to any waiver or release of any obligation of any person under any Assigned Property

without the prior written consent of the Lender

- 5.2 The Company shall remain liable to perform all the obligations and liabilities expressed to be assumed by it under any Assigned Property, despite any action taken by the Lender.
- 5.3 The Lender shall not be obliged to perform any payment or other obligation of any kind of the Company under or pursuant to the Contract or at any time to collect any moneys payable under any Assigned Property or otherwise to enforce any term of any Assigned Property.

6 Representations and Warranties

- 6.1 The Company represents and warrants to the Lender that on each day on which any Secured Obligations remain outstanding:
- 6.1.1 no provision of this Deed contravenes any of the provisions of its memorandum or articles of association or other constitutional documents and neither this Deed nor its performance will infringe any law or obligation binding upon it;
 - 6.1.2 it is duly constituted and in good standing under the laws of the country in which it is incorporated; (b) it is not insolvent or in liquidation or administration or subject to any other insolvency proceedings; (c) no receiver, manager, trustee, custodian or analogous officer has been appointed in respect of any part of its property, undertaking or assets; and (d) it has the appropriate power and authority to own its property and assets and to carry on its business as now conducted;
 - 6.1.3 it has the appropriate power to enter into and perform the terms and conditions of this Deed and has taken all necessary action to authorise the execution, delivery and performance of this Deed;
 - 6.1.4 the obligations expressed as being assumed by it under this Deed constitute its valid, legal and binding obligations;
 - 6.1.5 no consent, permit, licence, approval, authorisation or registration of or with any governmental, judicial or other third party is required or desirable in connection with the execution, performance, validity or enforceability of this Deed;
 - 6.1.6 it holds (and has at all times complied with in all material respects) all authorisations required to carry on its business and is not aware of any event or circumstance which could reasonably be expected adversely to affect its right to hold or to obtain renewal of all such authorisations or to obtain any new authorisations which will or may be required in the future pursuant to any regulatory provisions in order to carry on its business;
 - 6.1.7 there is no Encumbrance affecting any of the Assigned Property, other than Encumbrances in favour of the Lender (and save for a floating charge in favour of Tulip Limited);
 - 6.1.8 the Company is solely and beneficially entitled to the Assigned Property; and

- 6.1.9 the Contract is in full force and effect, the obligations of each person under the Contract represent legally valid, binding and enforceable obligations and each party has complied with all its obligations under each Contract.

7 Powers of the Lender

- 7.1 The Lender may enforce the security created by this Deed if:
- 7.1.1 the Company requests;
 - 7.1.2 an Event of Default is continuing;
 - 7.1.3 any application is made or proceedings are commenced for the appointment of an administrator; or
 - 7.1.4 any person who is entitled to do so gives notice of its intention to appoint an administrator or files such a notice with any court.
- 7.2 The Lender may enforce this security by retaining and disposing of all or any part of the Assigned Property, appointing one or more receivers or administrators and by exercising any power, authority or discretion conferred by the Law of Property Act 1925 or this Deed.
- 7.3 The powers conferred on a receiver by this Deed may be exercised by the Lender without first appointing a receiver and notwithstanding any such appointment.
- 7.4 No person shall be:
- 7.4.1 obliged to enquire whether the right of the Lender to appoint a receiver or the right of the Lender or any receiver to exercise any of the powers conferred by this Deed has arisen or become exercisable; or
 - 7.4.2 concerned with the propriety of the exercise or purported exercise of such powers.
- 7.5 The power of sale or other disposal conferred on the Lender and on any receiver by this Deed is in addition to the statutory power of sale under Section 101 of the Law of Property Act 1925. Such power shall arise on execution of this Deed as if the Secured Obligations were immediately due and payable.
- 7.6 The restrictions contained in Section 93 and 103 of the Law of Property Act 1925 shall not apply to this Deed or to the exercise by the Lender of its right to consolidate all or any of the security created by or pursuant to this Deed with any other security now or in the future or to its power of sale.
- 7.7 No Lender or receiver shall be liable for any loss, costs or expense incurred by the Company as a result of taking any action permitted by this Deed, any neglect or default in connection with the Assigned Property or the taking possession of or realising any part of the Assigned Property except in the case of gross negligence or wilful default.
- 7.8 The Lender may enforce its rights under this Deed without taking any action or making any claim against any other person.

8 Receivers

8.1 Each person appointed to be a receiver:

- 8.1.1 may act individually or together with any other person appointed or substituted as receiver;
- 8.1.2 shall be deemed to be the agent of the Company which shall be solely responsible for his acts, defaults and liabilities and for the payment of his remuneration and no receiver shall at any time act as agent for the Lender; and
- 8.1.3 shall be remunerated for his services at a rate to be fixed by the Lender from time to time without being limited to the rate specified by the Law of Property Act 1925.

8.2 The powers of appointment of receiver shall be in addition to all statutory and other powers of appointment of the Lender and such powers shall remain exercisable from time to time by the Lender in respect of any part of the Assigned Property.

8.3 Any receiver appointed under this Deed shall be a receiver and manager. Any receiver may upon such terms and conditions as he thinks fit:

- 8.3.1 exercise all the powers conferred by the Law of Property Act 1925;
- 8.3.2 exercise all the powers of an administrative receiver as set out in Schedule 1 to the Insolvency Act 1986 (whether or not he is appointed as an administrative receiver);
- 8.3.3 do or omit to do anything which the Company itself could do or omit to do; and
- 8.3.4 take any action which is incidental or conducive to performance of his functions or the exercise of any powers conferred on or vested in him.

8.4 Joint receivers may exercise powers jointly or severally.

9 Application of receipts

9.1 All money received under this Deed shall be applied:

- 9.1.1 first, in discharge of all amounts ranking ahead of the Secured Obligations by operation of law;
- 9.1.2 secondly, towards discharge of the Secured Obligations; and
- 9.1.3 thirdly, in payment to the person then entitled.

10 Protection of security

10.1 This Deed is in addition to any other rights or security, now and in the future, held by the Lender from the Company or any other person for the Secured Obligations. This Deed shall not merge with or prejudice or be prejudiced by any such rights or security or any other contractual or legal rights of the Lender. No action or inaction

by the Lender to any other rights or security interest shall affect its rights under this Deed.

- 10.2 The Company by way of security irrevocably appoints the Lender and any receiver or administrator severally to be the attorney for the Company (with full power of substitution and delegation) in the name of the Company and on its behalf and its act and deed to sign or execute all such deeds, instruments and documents and do all such acts and things as may be required by the Lender or any receiver or administrator pursuant to this Deed or the exercise of any of their powers.
- 10.3 The Company shall at its own cost at the request of the Lender or any receiver or administrator execute any deed or document and take any action necessary or desirable to:
- 10.3.1 perfect or protect this security or its priority;
 - 10.3.2 facilitate the realisation of the Assigned Property or the exercise of any rights or powers of the Lender or any receiver or administrator; or
 - 10.3.3 confer on the Lender security over any Assigned Property located outside England and Wales similar in effect to the security intended to be created by this Deed,

and the covenants contained in s.2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to this obligation.

11 Payments

- 11.1 All payments made by the Company under this Deed shall be paid without set-off or counterclaim to the credit of such account as the Lender may designate and shall be made in full and free and clear of any deduction or withholding save for such deductions and withholdings as are required by law. If the Company is required by law to make any deduction or withholding from any payment due under this Deed, the Company shall simultaneously pay whatever additional amount is necessary to ensure that the Lender receives and retains a net sum equal to the payment it would have received had no deduction or withholding been made.
- 11.2 The Lender may at any time or times without notice (both before and after demand) set off any matured liability of the Company to the Lender against any matured liability of the Lender to the Company and may for such purpose convert, purchase or exchange any currency and estimate any unascertained obligation.
- 11.3 The Company shall discharge the Secured Obligations in the Relevant Currency. If the Lender receives a payment (including by set-off) referable to any of the Secured Obligations from any source in a currency other than the Relevant Currency, then such payment shall take effect as a payment to the Lender of the amount in the Relevant Currency which the Lender is able to purchase (after deduction of any relevant costs) with the amount of the payment so received in accordance with its usual practice.
- 11.4 A certificate signed on behalf of the Lender as to the amount due or owing from the Company shall be prima facie evidence of that amount.

- 11.5 The Company shall indemnify the Lender on demand against any loss or expense (including, without limitation, legal fees) sustained or incurred as a result either of a failure by the Company to perform any of its obligations under this Deed or of any representation or warranty made in this Deed having been incorrect when made.

12 Communications

- 12.1 All communications under this Deed must be in writing and in the English language.
- 12.2 Any communication may be sent by prepaid post or fax or delivered to the Lender or the Company at its address or fax number shown under its name on the execution page or such other address or fax number as either party may notify to the other on giving five (5) days' written notice.
- 12.3 A communication to the Company shall be deemed to be received:
- 12.3.1 if sent by personal delivery or courier when delivered;
 - 12.3.2 if sent by first-class pre-paid post, on the day after posting; and
 - 12.3.3 if sent by fax, when the facsimile machine of the Lender records a complete transmission.
- 12.4 A communication to the Lender shall be deemed to be received only when actually received by the relevant officer of the Lender responsible for dealing with matters relating to this Deed.

13 Costs and Expenses

- 13.1 The Company shall reimburse the Lender on demand for all amounts (including legal fees and all value added and similar taxes) which the Lender may from time to time pay in connection with the negotiation preparation execution and completion of this Deed and the enforcement and preservation of the rights for the Lender under it.
- 13.2 The Company shall pay all stamp, registration and other taxes payable in connection with this Deed and any action taken in connection with this Deed including any liabilities, costs or expenses resulting from any failure to pay or delay in paying any such tax.

14 Assignment and transfer

- 14.1 The Lender may transfer any of its rights and obligations under this Deed.
- 14.2 The Company shall not transfer any of its rights or obligations under this Deed.
- 14.3 The Lender may give such information relating to the Company and this Deed as it thinks fit to any person proposing to take an assignment or transfer from the Lender or to enter into contractual relations with the Lender with respect to this Deed.
- 14.4 The Secured Obligations shall extend to all liabilities of the Company to the Lender notwithstanding:
- 14.4.1 any change of name of the Lender;
 - 14.4.2 its absorption by or in or amalgamation with any other bank or person; or

14.4.3 the acquisition of all or part of its undertaking by any other bank or person.

15 Miscellaneous

- 15.1 No variation of this Deed shall be valid unless in writing signed by the Company and the Lender.
- 15.2 No failure by the Lender to exercise and no delay on its part in exercising any rights shall operate as a waiver of that right. No single or partial exercise of any right shall preclude any further or additional exercise of that right.
- 15.3 If any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect the legality, validity and enforceability of the remaining provisions of this Deed shall not be affected or impaired.
- 15.4 This Deed may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed.
- 15.5 The perpetuity period for any trust arising under this Deed shall be 125 years from the date of this Deed.

16 Law and jurisdiction

- 16.1 This Deed and any non-contractual obligations arising from or in connection with it shall be governed by and construed in accordance with English law.
- 16.2 The Company agrees that the English courts are to have exclusive jurisdiction to settle any disputes and to entertain any suit, action or proceedings in each case arising out of or in connection with this Deed or relating to any non-contractual obligations arising from or in connection with this Deed (the "**proceedings**").
- 16.3 The Lender may take proceedings against the Company in any court of competent jurisdiction, and the taking of proceedings by the Lender in one or more jurisdictions shall not preclude the taking of proceedings in any other jurisdiction, whether concurrently or not.
- 16.4 The Company waives any objection which it may now or in the future have to any court referred to in this Clause as a venue for any proceedings and shall not claim that any proceedings in such courts have been instituted in an inconvenient or inappropriate forum.

This Deed has been signed on behalf of the Lender and executed as a deed by the Company and is delivered by the Company on the date written at the start of this Deed.

Schedule 1
Form of Notice of Assignment of Contract

To: [Counterparty]

Dear Sirs

We hereby notify you that we have assigned in favour of [●] (the "Lender") pursuant to an assignment of contract created by us in favour of the Lender dated [●] all our right, title and interest in and to [details of contract] (the "Contract") including all monies payable by you in respect of the Contract.

With effect from the date you receive this notice:

- (a) all payments to be made by you to us under or in respect of the Contract should be made to the Lender to the account specified below or as the Lender may otherwise specify in writing from time to time [account details];
- (b) all remedies available to the Company in respect of the Contract are exercisable by the Lender;
- (c) the Company remains liable to perform all the obligations assumed by it under the Contract;
- (d) no changes may be made and no rights of termination may be exercised by the Company without the consent of the Lender; and
- (e) you are hereby authorised and instructed to provide to the Lender such information relating to the Contract as the Lender may request and to send to it copies of all notices issued by you under the Contract.

These instructions may not be revoked or varied without the prior written consent of the Lender.

Please acknowledge receipt of this notice by signing and returning the enclosed copy of this notice to the Lender at [address].

Yours faithfully

.....
For and on behalf of
[Company]

Dated 20

Form of Acknowledgement of Assignment of Contract

To: [Lender]

We acknowledge receipt of the notice set out above and confirm that:

- (a) we shall comply with the terms of that notice;
- (b) we have not received notice of any other interest in respect of the Contract;
- (c) no amendment, waiver or release of any right, interest or benefit under the Contract shall be effective without the prior written consent of the Lender;
- (d) we shall not exercise any right to terminate the Contract or enforce any of our rights unless we have given 30 days' prior written notice to the Lender of the proposed exercise or enforcement; and
- (e) no default by the Company of any of the terms of the Contract shall be deemed to have occurred until the expiry of 30 days after the date notice of that default is given to the Lender with details of the steps required to remedy that default.

This acknowledgement shall be governed by English law and is executed and delivered as a deed.

.....
For and on behalf of
[Counterparty]

Dated

20

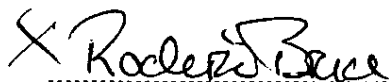
Execution page

The Company

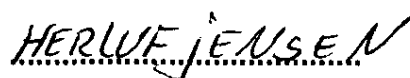
Signed by QUALITY PORK PROCESSORS LIMITED



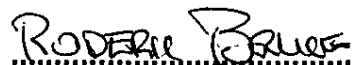
Authorised Signatory/Director/
Secretary

X 

Authorised Signatory/Director/
Secretary



Full Name



Full Name

Date

Place

The Lender

Executed as a
Deed by Nordea AB,
London Branch
acting by

its duly authorised signatories

)
)
)
)
)
)
)

.....
Authorised Signatory

.....
Authorised Signatory