



**Registration of a Charge**

Company name: **KEPAK GROUP LIMITED**

Company number: **SC440783**



X7BROENT

Received for Electronic Filing: **06/08/2018**

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**Details of Charge**

Date of creation: **30/07/2018**

Charge code: **SC44 0783 0003**

Persons entitled: **THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND (AS SECURITY AGENT)**

Brief description: **LAND 1. THE FREEHOLD LAND BEING TALGARREK HOUSE, VICTORIA BUSINESS PARK, ROCHE, ST AUSTELL PL26 8LX (TITLE NUMBER CL110776) 2. THE FREEHOLD LAND BEING CORNWALL COLD STORE, NEWHAM INDUSTRIAL ESTATE, LIGHTERAGE HILL, NEWHAM, TRURO (TITLE NUMBER CL143143) 3. THE FREEHOLD LAND BEING UNITS 18 TO 19 COOKSLAND INDUSTRIAL ESTATE, BODMIN PL31 2PZ (TITLE NUMBER CL96164) 4. THE FREEHOLD LAND BEING UNIT 9, COOKSLAND INDUSTRIAL ESTATE, BODMIN PL31 2QB (TITLE NUMBER CL202407) 5. THE FREEHOLD LAND BEING LAND AND BUILDINGS LYING TO THE EAST OF LAUNCESTON ROAD, BODMIN (TITLE NUMBER CL46751) 6. THE FREEHOLD LAND BEING LAND AT VICTORIA BUSINESS PARK, ROCHE (TITLE NUMBERS CL110511 AND CL106968) 7. THE FREEHOLD LAND BEING LAND LYING TO THE NORTH WEST OF THE HEADS OF THE VALLEYS ROAD, PENGARNDDU, DOWLAIS TOP (TITLE NUMBER WA821783) INTELLECTUAL PROPERTY UK REGISTERED TRADEMARK NUMBERS UK00003049564, UK00003050358, UK00003186459, UK00002280392, UK00002572630. EU REGISTERED TRADEMARK NUMBERS 014325468, 014325476, 014325492, 014325501, 015841745 PATENT NUMBER GB2528282(A) FOR FURTHER DETAILS OF INTELLECTUAL PROPERTY CHARGED PLEASE SEE INSTRUMENT.**

**Contains fixed charge(s).**

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

**Contains negative pledge.**

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## Authentication of Form

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

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## 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: **HILL DICKINSON LLP**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 440783

Charge code: SC44 0783 0003

The Registrar of Companies for Scotland hereby certifies that a charge dated 30th July 2018 and created by KEPAK GROUP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 6th August 2018 .

Given at Companies House, Edinburgh on 6th August 2018

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

We certify that the within has been compared with and is a true copy of the original ~~a certified copy~~

Signed: McCann Fitzgerald

Date: 31/07/18 Ref: 26110.0625

MCCANN FITZGERALD  
Riverside One  
Six John Rogerson's Quay, Dublin 2

THIS DEED OF ACCESSION dated 30 July 2018, is made

**BETWEEN:**

- (1) **2 SISTERS RED MEAT LIMITED** (the **Subsidiary**), a company incorporated in Scotland (company number SC440783) whose registered office is situate at George Street, Coupar Angus, Blairgowrie, Perthshire PH13 9LU;
- (2) **KEPAK GROUP UNLIMITED COMPANY** (the **Parent**) as agent for and on behalf of each of the Companies named in the Debenture referred to below; and
- (3) **THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND** as the Security Agent.

**WHEREAS:**

- (A) The Subsidiary is a member of the Group.
- (B) Various members of the Group entered into a debenture dated 22 December 2017 (as supplemented and amended by Deeds of Accession or otherwise varied or modified from time to time, the **Debenture**) between each of the companies named therein as Companies, and The Governor and Company of the Bank of Ireland as Security Agent.
- (C) The Subsidiary has at the request of the Parent and in consideration of the Lenders making or continuing to make facilities available to the Parent or any other members of the Group and after giving due consideration to the terms and conditions of the Finance Documents and the Debenture and satisfying itself that there are reasonable grounds for believing that the entry into this Deed by it will be of benefit to it, decided in good faith and for the purpose of carrying on its business to enter into this Deed and thereby become a Company under the Debenture.

**NOW THIS DEED WITNESSES** as follows:

- 1 The Subsidiary hereby covenants jointly and severally with the other Companies being a party to the Debenture that it will on demand by the Security Agent discharge the Secured Obligations and undertakes to pay to the Security Agent every sum (of principal, interest or otherwise) now or hereafter owing, due or incurred by it in respect of the Secured Obligations.
- 2 If any liability referred to in clause 1 becomes due (whether upon the making of a demand or otherwise) the Subsidiary shall pay interest on such sums (after as well as before judgement) from the date of demand until the date of payment calculated on a daily basis at the rate and in the manner agreed in writing between the Subsidiary

and the Security Agent in respect thereof and in the absence of such agreement, at the Default Rate.

- 3 Without limiting the generality of the other provisions of this Deed and the Debenture, pursuant to the terms hereof and of the Debenture:

**3.1 Legal Mortgage**

The Subsidiary with full title guarantee as continuing security for the payment, performance and discharge of the Secured Obligations, hereby charges and agrees to charge to the Security Agent by way of first legal mortgage all its present and future right, title and interest in and to the following assets which are at any time owned by the Subsidiary or in which it has an interest from time to time;

3.1.1 all the property (if any) specified in Part 1 of the schedule hereto;  
and

3.1.2 all other estates and interests in freehold, leasehold and other immovable property (excluding always such property situated in Scotland) of the Subsidiary (if any) at the date of this Deed vested in, or charged to, the Subsidiary and not charged by clause 3.1.1;

**3.2 Fixed Charges**

The Subsidiary as beneficial owner (or the person entitled to be registered as owner) with full title guarantee as continuing security for the payment, performance and discharge of the Secured Obligations; hereby charges and agrees to charge to the Security Agent by way of first fixed charge:

3.2.1 all its other estate, right, title or interests in any freehold or leasehold land or buildings, both present and future vested in or held by or on behalf of the Subsidiary from time to time (excluding always such interests situated in Scotland or otherwise governed by Scots law) and/or the proceeds of sale thereof together in all cases (to the extent the same are not otherwise subject to an effective fixed security hereunder) all fixtures and fittings (including trade fixtures) and all fixed plant and machinery from time to time in or on such land or buildings;

3.2.2 other than to the extent already subject to an effective fixed security under this Debenture, all present and future Ancillary Rights and Compensation Rights of the Subsidiary;

- 3.2.3 all rights and claims to which the Subsidiary is now or may hereafter become entitled in relation to or in connection with the Secured Assets including those against any manufacturer, supplier, installer, builder, contractor, professional advisor or Lessee and any guarantor or surety for the obligations of any such person and, to the extent that any of the Secured Assets are now or at any time hereafter hired, leased or rented to any other person, the rights under the hiring, leasing or rental contract and any guarantee, indemnity or security for the performance of the obligation of such person and any other rights and benefits relating thereto;
- 3.2.4 all of its present and future rights, title, interest and benefit in and to the Plant and Equipment specified in Part 2 (*Plant and Equipment*) of the schedule to this Deed;
- 3.2.5 all of its present and future rights, title, interest and benefit in and to the uncalled capital of the Subsidiary and all rights and claims to which the Subsidiary is now or may hereafter become entitled as a result of any calls made in relation thereto;
- 3.2.6 all of its present and future rights, title, interest and benefit in and to the Intellectual Property specified in Part 3 (*Intellectual Property*) of the schedule to this Deed;
- 3.2.7 all of its present and future rights, title, interest and benefit in and to the Other Contracts;
- 3.2.8 to the extent not effectively assigned under clause 3.4.1, all of its present and future rights, title, interest and benefit in and to the Material Contracts;
- 3.2.9 all goodwill (including all brand names not otherwise subject to an effective fixed security under this Deed or the Debenture) now or at any time hereafter belonging to the Subsidiary;
- 3.2.10 any beneficial interest, claim or entitlement the Subsidiary has in any pension fund or any asset of any pension fund now or at any time hereafter;
- 3.2.11 its Book Debts, both collected and uncollected, the proceeds of the same and all monies otherwise due and owing to the Subsidiary (but excluding, to the extent effectively charged to the

Security Agent pursuant to clause 3.2.12, each Account maintained with the Security Agent);

- 3.2.12 all rights and claims to which the Subsidiary is now or may hereafter become entitled in relation to each Account maintained with the Security Agent specified in Part 4 (*Accounts*) of the schedule to this Deed; and
- 3.2.13 all of its present and future rights, title, interest and benefit in and to the Secured Assets referred to in clause 3.4 (*Assignments*) to the extent that such Secured Assets are not effectively assigned by or otherwise subject to an effective fixed security under that clause.

To the extent that a fixed charge is not created under sub-clause 3.2.6 of this clause 3.2 over any of the Intellectual Property, the charge thereof purported to be effected by that sub-clause 3.2.6 shall operate as an absolute assignment of any and all damages, compensation, remuneration, profit, rent or income which the Subsidiary may now or at any time hereafter derive therefrom or be awarded or entitled to in respect thereof.

### 3.3 Investments

The Subsidiary as beneficial owner with full title guarantee, as continuing security for the payment, performance and discharge of the Secured Obligations, hereby:

- 3.3.1 mortgages and charges and agrees to mortgage and charge in favour of the Security Agent, by way of first fixed charge, all of its respective rights, title, benefit and interest whatsoever, present and future, to or in or in respect of the Investments specified in Part 5 (*Shares*) of the schedule to this Deed, but so that the Security Agent shall not in any circumstances incur any liability whatsoever in respect of any calls, instalments or otherwise in connection with such Investments; and
- 3.3.2 grants a lien to the Security Agent on the certificates and other documents of title relating to such Investments together with such further certificates which may from time to time be issued to the Subsidiary in respect of any conversion, bonus, redemption, option or otherwise relating to the Investments.

### **3.4 Assignments**

The Subsidiary as beneficial owner with full title guarantee, as continuing security for the payment, performance and discharge of the Secured Obligations, hereby assigns and agrees to assign absolutely (subject to a proviso for reassignment on redemption) to the Security Agent by way of first fixed security all its present and future right, title, interest and benefit in and to:

- 3.4.1 the Material Contracts specified in Part 6 (*Material Contracts*) of the schedule to this Deed, including all monies payable to the Subsidiary, and any claims, awards and judgments in favour of, or receivable or received by the Subsidiary, under, in connection with or pursuant to any Material Contract;
- 3.4.2 all Licences and all rights of recovery and compensation which may be receivable by the Subsidiary on account of the revocation or non-renewal of any of the Licences;
- 3.4.3 the Leases;
- 3.4.4 all Insurances specified in Part 7 (*Insurances*) of the schedule to this Deed and all proceeds in respect of Insurances and all benefits of Insurances (including all claims relating to, and all returns of premium in respect of, Insurances);
- 3.4.5 all Accounts as specified in Part 4 (*Accounts*) of the schedule to this Deed which are held with an Account Bank; and
- 3.4.6 all other Receivables (not otherwise assigned hereunder).

To the extent that any Secured Asset described in clause 3.4.4 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 the Subsidiary to any proceeds of the Insurances.

### **3.5 Floating Charge**

The Subsidiary as beneficial owner with full title guarantee, as continuing security for the payment, performance and discharge of the Secured Obligations, hereby charges to the Security Agent by way of first floating charge:

- 3.5.1 all of the Subsidiary's stock-in-trade, inventory and raw materials;

3.5.2 all of the undertaking and assets of the Subsidiary both present and future situated in Scotland or otherwise governed by Scots law; and

3.5.3 the whole of the Subsidiary's undertaking and property, assets and rights whatsoever both present and future not otherwise:

3.5.3.1 effectively charged or mortgaged to the Security Agent by way of fixed charge;

3.5.3.2 effectively assigned (whether at law or in equity) or mortgaged to the Security Agent; or

3.5.3.3 subject to an effective fixed-security in favour of the Security Agent.

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.

3.6 **Crystallisation of Floating Charge:** The parties hereto agree and confirm that the terms of Clause 4 (*Crystallisation of Floating Charge*) of the Debenture shall not extend or apply to Charged Assets situated in Scotland or otherwise governed by Scots law.

3.7 **Creation of Trust:** To the extent that the Subsidiary's present and future right, title, interest and benefit in and to any Material Contract and/or any Other Contract is not effectively assigned or charged under this Deed, the Subsidiary hereby acknowledges, declares and agrees that it shall:

3.7.1 hold all its present and future right, title, interest and benefit in and to such Material Contract and/or Other Contract (including all monies payable to the Subsidiary and any claims, awards and judgments in favour of, or receivable or received by, the Subsidiary under, in connection with, or pursuant to, such Material Contract and/or Other Contract) upon trust for the Security Agent absolutely; and

3.7.2 comply with any direction that may be given to it by or on behalf of the Security Agent from time to time with regards to the assertion, exercise or enjoyment of any rights under such Material Contract and/or Other Contract.

### 3.8 Continuing Obligations

Notwithstanding anything herein to the contrary:

- 3.8.1 the Subsidiary shall remain liable under any contracts (including the Material Contracts and the Other Contracts), agreements and other documents included in the Secured Assets (to the extent set forth therein) to perform all of its duties and obligations thereunder to the same extent as if this Deed had not been executed;
- 3.8.2 the exercise by the Security Agent of any of the rights hereunder shall not release the Subsidiary from any of its duties or obligations under such contracts, agreements and other documents; and
- 3.8.3 the Security Agent shall not have any obligation or liability under any such contracts, agreements or other documents included in the Secured Assets by reason of this Deed, nor shall the Security Agent be obligated to perform any of the obligations or duties of the Subsidiary thereunder or to take any action to collect or enforce any such contract, agreement or other document.

4 Terms defined in the Debenture shall have the same meaning in this Deed.

5 The Subsidiary hereby agrees to become a party to and to be bound by the terms of the Debenture as a Company with immediate effect and so that the Debenture shall be read and construed for all purposes as if the Subsidiary had been an original party thereto in the capacity of a Company (but so that the security created consequent on such accession shall be created on the date hereof). The Subsidiary hereby undertakes to be bound by all the covenants and agreements in the Debenture which are expressed to be binding on a Company. In accordance with the foregoing, the Subsidiary now grants to the Security Agent the assignments, charges, mortgages and other security described in the Debenture as being granted, created or made by Companies thereunder, to the intent that its assignments, charges, mortgages and other security shall be effective and binding upon it and its property and assets and shall not in any way be avoided, discharged or released or otherwise adversely affected by any ineffectiveness or invalidity of the Debenture or of any other party's execution thereof or any other Deed of Accession, or by any avoidance, invalidity, discharge or release of any guarantee, assignment or charge contained in the Debenture or in any other Deed of Accession. The Debenture and this Deed shall be read as one to this extent and so that references in the Debenture to **this Debenture**, **herein**, and similar phrases shall be deemed to include this Deed.

- 6 The Parent, as agent for and on behalf of all other Companies under the Debenture, hereby agrees to all matters provided for herein.
- 7 This Deed may be executed in any number of counterparts and by the different parties to this Deed on separate counterparts, each of which, when executed and delivered, shall constitute an original, but all the counterparts shall together constitute but one and the same instrument.
- 8 This Deed, and all non-contractual disputes arising from or connected with this Deed, shall be governed by and construed in accordance with the laws of England and Wales.

## SCHEDULE




### Part 1 (Registered and Unregistered Land)







Proprietor	Property Description	Title Number
2 Sisters Red Meat Limited	The freehold land being Talgarrek House, Victoria Business Park, Roche, St Austell PL26 8LX	CL110776
2 Sisters Red Meat Limited	The freehold land being Cornwall Cold Store, Newham Industrial Estate, Lighterage Hill, Newham, Truro	CL143143
2 Sisters Red Meat Limited	The freehold land being Units 18 to 19 Cooksland Industrial Estate, Bodmin PL31 2PZ	CL96164
2 Sisters Red Meat Limited	The freehold land being Unit 9, Cooksland Industrial Estate, Bodmin PL31 2QB	CL202407
2 Sisters Red Meat Limited	The freehold land being land and buildings lying to the east of Launceston Road, Bodmin	CL46751
2 Sisters Red Meat Limited	The freehold land being Land at Victoria Business Park, Roche	CL110511 CL106968
2 Sisters Red Meat Limited	The freehold land being Land lying to the North West of The Heads of the Valleys Road, Pengamddu, Dowlais Top	WA821783



**Part 2**  
**(Plant and Equipment)**  
*None at the date of this Deed*

**Part 3**  
**(Intellectual Property)**

**Section 1: Registered Trademarks**

Trademark	Jurisdiction	Number	Status	Owner	Filing Date	Renewal Date	Class(es)
	UK	UK00003049564	Registered	2 Sisters Red Meat Limited	1 April 2014	1 April 2024	29
	UK	UK00003050358	Registered	2 Sisters Red Meat Limited	7 April 2014	7 April 2024	29
	UK	UK00003186459	Registered	2 Sisters Red Meat Limited	19 September 2016	19 September 2026	29

Trademark	Jurisdiction	Number	Status	Owner	Filing Date	Renewal Date	Class(es)
 	UK	UK00002280392	Registered	2 Sisters Red Meat Limited	12 September 2001	12 September 2021	29
	UK	UK00002572630	Registered	2 Sisters Red Meat Limited	17 February 2011	17 February 2021	5, 16, 21, 29, 35
	EU	014325468	Registered	2 Sisters Red Meat Limited	1 July 2015	1 July 2025	29
	EU	014325476	Registered	2 Sisters Red Meat Limited	1 July 2015	1 July 2025	29
	EU	014325492	Registered	2 Sisters Red Meat Limited	1 July 2015	1 July 2025	29

Trademark	Jurisdiction	Number	Status	Owner	Filing Date	Renewal Date	Class(es)
	EU	014325501	Registered	2 Sisters Red Meat Limited	1 July 2015	1 July 2025	29
	EU	015841745	Registered	2 Sisters Red Meat Limited	19 September 2016	19 September 2026	29

#### Section 2: Patents

Patent Family Name	Jurisdiction	Number	Status	Owner	Priority Date	Renewal Date
Sterilisers	UK	GB2528282 (A)	Awaiting First Examination	2 Sisters Red Meat Limited	16 July 2014	N/A

**Part 4**  
**(Accounts)**

*None at the date of this Deed*

**Part 5  
(Shares)**

*None at the date of this Deed*

**Part 6**  
**(Material Contracts)**

Date	Parties	Details of the Additional Material Contract
On or about the date of this Deed	(1) Boparan Holdings Limited and (2) 2 Sisters Red Meat Limited	Transitional Services Agreement
On or about the date of this Deed	(1) Amber Real Estate Investment (Industrial) Limited and (2) 2 Sisters Red Meat Limited	Agreement for the sale of a portfolio of properties

**Part 7**  
**(Insurances)**

*None at the date of this Deed*

SIGNATORIES

THE SUBSIDIARY

EXECUTED AND DELIVERED AS A  
DEED

By: ~~2 SISTERS RED MEAT LIMITED~~

~~JOHN HARGAN~~  
in the presence of

~~ROSSIE CUNY~~  
~~KEPAK GROUP~~  
~~CENTER~~  
~~CO. MEAT.~~

COMPANY DIRECTOR

Signature of Director

Name of Director

Signature of witness

Name of witness ~~NIOLA MCGRATH~~

Address of witness ~~EUGENE F COLLINS~~  
~~3 BURLINGTON RD~~  
~~DUBLIN 4~~

Occupation of witness ~~SOLICITOR~~

THE PARENT

Given under the common seal of KEPAK  
GROUP UNLIMITED COMPANY and  
delivered as a deed

~~Director/Secretary/Authorised Person~~

~~Director/Secretary/Authorised Person~~

THE SECURITY AGENT

Signed by:

for and on behalf of

THE GOVERNOR AND COMPANY OF THE  
BANK OF IRELAND

in the presence of:

Signature of Witness

Name of Witness

Address of Witness

Occupation of Witness

[REDACTED]

[REDACTED]

RONAN POWER

Bank of Ireland Corporate Banking  
2 Burlington Plaza, Burlington Road,  
Dublin 4

Banker

