



Registration of a Charge

Company name: **EAST END FOODS LIMITED**

Company number: **01159183**



X8Z5ZW54

Received for Electronic Filing: **19/02/2020**

Details of Charge

Date of creation: **17/02/2020**

Charge code: **0115 9183 0021**

Persons entitled: **LUCID TRUSTEE SERVICES LIMITED**

Brief description:

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:

FRIED, FRANK, HARRIS, SHRIVER & JACOBSON (LONDON) LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1159183

Charge code: 0115 9183 0021

The Registrar of Companies for England and Wales hereby certifies that a charge dated 17th February 2020 and created by EAST END FOODS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 19th February 2020 .

Given at Companies House, Cardiff on 20th 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

Fried, Frank, Harris, Shriver & Jacobson (London) LLP
41 Lothbury
London
EC2R 7HF

19th FEBRUARY 2020

Fried, Frank, Harris,
Shriver & Jacobson
(London) LLP

EXECUTION VERSION

SECURITY ACCESSION DEED

THIS SECURITY ACCESSION DEED is dated 17 February 2020.

BETWEEN:

- (1) **THE ENTITIES** listed in Part 1 of the Schedule to this Deed as additional chargors (each person being an **Additional Chargor**);
- (2) **CRICKET MIDCO LIMITED** for itself and as agent for each of the other Chargors under and as defined in the Debenture referred to below (the **Parent**); and
- (3) **LUCID TRUSTEE SERVICES LIMITED** as agent and trustee for the Secured Parties under and as defined in the Intercreditor Agreement referred to below (the **Security Agent**).

BACKGROUND

- (A) Each Additional Chargor is a Subsidiary of the Parent.
- (B) The Parent has entered into a debenture dated 23 May 2019 (the **Debenture**) between the Parent, the Company (under and as defined in the Debenture) and the Security Agent.
- (C) Each Additional Chargor has agreed to enter into this Deed and to become a Chargor under the Debenture. Each Additional Chargor will also, by execution of a separate instrument, become a party to the Intercreditor Agreement as an Obligor.
- (D) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

IT IS AGREED as follows:

1. INTERPRETATION

- (a) Terms defined in the Debenture have the same meaning in this Deed unless given a different meaning in this Deed. This Deed is a Finance Document as defined in the Senior Facilities Agreement.
- (b) The provisions of clause 1.2 (Construction) of the Senior Facilities Agreement apply to this Deed as though they were set out in full in this Deed, except that references to the Senior Facilities Agreement will be construed as references to this Deed.

2. ACCESSION

With effect from the date of this Deed each Additional Chargor:

- (a) will become a party to the Debenture as a Chargor; and
- (b) will be bound by all the terms of the Debenture which are expressed to be binding on a Chargor.

3. SECURITY

Paragraphs (a) to (e) below apply without prejudice to the generality of Clause 2 (Accession).

- (a) All the Security created by this Deed:

- (i) is created in favour of the Security Agent;
 - (ii) is security for the payment, discharge and performance of all the Secured Obligations; and
 - (iii) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
- (b) The Security Agent holds the benefit of this Deed on trust for the Secured Parties.
- (c) The fact that no or incomplete details of any Security Asset are inserted in the Schedule to this Deed does not affect the validity or enforceability of the Security created by this Deed.
- (d) Each Additional Chargor charges and/or assigns each of its assets pursuant to and in accordance with clauses 3, 4 and 5 of the Debenture including those assets more specifically referred to in paragraph (e) below subject to clause 6 (Excluded Assets) of the Debenture and Clause 4 (Additional Excluded Assets).
- (e) Subject to clause 6 (Excluded Assets) of the Debenture and Clause 4 (Additional Excluded Assets), each Additional Chargor:
- (i) charges by way of first fixed charge, all Real Property owned by it and specified in Part 2 of the Schedule to this Deed and all Real Property acquired by it in the future;
 - (ii) charges by way of a first fixed charge all Investments (including the Shares) owned by it and specified in Part 3 of the Schedule to this Deed;
 - (iii) charges by way of a first fixed charge all plant, machinery, computers, office equipment or vehicles specified in Part 4 of the Schedule to this Deed;
 - (iv) assigns by way of Security, subject to a proviso for reassignment on redemption, all of its rights in respect of the Relevant Contracts specified in Part 5 of the Schedule to this Deed;
 - (v) charges by way of a first fixed charge all of its rights in respect of any Material Intellectual Property including those specified in Part 6 of the Schedule and any future Material Intellectual Property acquired by the Additional Chargor at any time after the date of this Deed; and
 - (vi) if not subject to an assignment under clause 4 (Assignments) of the Debenture or to the extent not effectively assigned under clause 4 (Assignments) of the Debenture, charges by way of first fixed charge all its present and future right, title and interest in and to the Accounts specified in Part 7 and to the Insurances specified in Part 8 of the Schedule to this Deed.
- (f) In the case of any property interests specified in Part 2 of the Schedule to this Deed which are leasehold, in relation to which the consent of the landlord is required in order for the relevant Additional Chargor to perform any of the foregoing obligations, the provisions of paragraph (b) of clause 6 (Excluded Assets) of the Debenture shall apply to that Additional Chargor in relation to such consent, *mutatis mutandis*.

4. ADDITIONAL EXCLUDED ASSETS

- (a) Subject to paragraph (b) below, there shall be excluded from the Security created by paragraph (e) of Clause 3 (Security), clauses 3 (Fixed Charges), 4 (Assignments) and 5.1(b) (Creation) of the

Debenture and any other provision of this Deed or the Debenture any asset of any Additional Chargor (including, but not limited to, the properties listed in Part 9 of the Schedule) that forms part of the cash and carry business (the **Cash and Carry Business**) operated by East End Foods Holdings Limited and its Subsidiaries.

(b) Paragraph (a) above shall automatically cease to apply if:

- (i) the Parent notifies the Security Agent that the proposed disposal (the **Cash and Carry Disposal**) of the Cash and Carry Business to a company affiliated with a member of the Wouhira family and one of the former beneficial owners of East End Foods Holdings Limited will not occur by 24 May 2020; or
- (ii) the Cash and Carry Disposal has not occurred by 24 May 2020.

5. MISCELLANEOUS

With effect from the date of this Deed:

- (a) the Debenture will be read and construed for all purposes as if each Additional Chargor had been an original party in the capacity of Chargor (but so that the Security created on this accession will be created on the date of this Deed);
- (b) any reference in the Debenture to this Deed and similar phrases will include this Deed and all references in the Debenture to Schedule 1 (or any part of it) will include a reference to this Deed (or relevant part of it); and
- (c) the Parent, for itself and as agent for each of the other Chargors under the Debenture, agrees to all matters provided for in this Deed.

6. GOVERNING LAW

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

THIS DEED has been entered into on the date stated at the beginning of this Deed and executed as a deed by the Parent and each Additional Chargor and is intended to be and is delivered by it as a deed on the date specified above.

SCHEDULE

PART 1

ADDITIONAL CHARGORS

Name and Company Number of Additional Chargors	Jurisdiction of incorporation	Address details
TRS Wholesale Co. Limited (02108436)	England and Wales	24 Bedford Row, London WC1R 4TQ
TRS Cash & Carry Limited (00920682)	England and Wales	29 Welbeck Street, London W1G 8DA
TRS International Foods Limited (00938359)	England and Wales	29 Welbeck Street, London W1G 8DA
Spice & Seasoning International Ltd (09078673)	England and Wales	24 Bedford Row, London WC1R 4TQ
East End Foods Holdings Limited (07812840)	England and Wales	East End House, Kenrick Way, West Bromwich B71 4EA
East End Foods Limited (01159183)	England and Wales	East End House, Kenrick Way, West Bromwich B71 4EA
East End Foods Properties Limited (07813491)	England and Wales	East End House, Kenrick Way, West Bromwich B71 4EA

PART 2
REAL PROPERTY

English Chargor	Address	Title number / Land registry details	Tenure
East End Foods Properties Limited (07813491)	East End House, Kenrick Way, West Bromwich (B71 4EA)	WM682661	Freehold
	Land and buildings on the west side of Colliery Road, West Bromwich	WM837165	Freehold
	Land and buildings on the western side of the Colliery Road, West Bromwich.	WM160920	Freehold
TRS International Foods Limited (00938359)	Land And Buildings Lying To The North Of Argall Avenue, Walthamstow	EGL3471	Leaschold
TRS Wholesale Co. Limited (02108436)	Lease of the land and buildings at Southbridge Way, Southall as more particularly described in a lease dated 25 November 2019 between (1) TR Suterwalla & Sons Limited and (2) TRS Wholesale Co. Limited.	N/A	Leasehold

PART 3
INVESTMENTS

Chargor	Name of company in which shares are held	Name of nominee (if any) by whom shares are held	Class of shares held	Number of shares held
East End Foods Holdings Limited (07812840)	East End Foods Limited (01159183)	N/A	Ordinary A shares of GBP 1 each	50,000
			Ordinary B shares of GBP 1 each	150,000
	East End Foods Properties Limited (07813491)	N/A	Ordinary shares of GBP 1 each	1
TRS Wholesale Co. Limited (02108436)	Spice & Seasoning International Ltd (09078673)	N/A	Ordinary shares of GBP 1 each	100

PART 4

SPECIFIC PLANT AND MACHINERY

None at the date of this Security Accession Deed.

PART 5

RELEVANT CONTRACTS

None at the date of this Security Accession Deed.

PART 6

MATERIAL INTELLECTUAL PROPERTY

Trade mark	Country	Agent	Registration Number	Registration / Renewal Date	Class	Owner
TRS ASIA'S FINEST FOODS (logo)	Denmark, France, Germany, Hungary, Italy, Norway, Russia, Sweden, Switzerland.	A1 Trade Marks (International Trade Mark Attorneys)	799666	Registration granted for a period of 10 years to 27th February 2023 (renewable for further 10 year periods indefinitely).	29,30,31 and 32	TRS Wholesale Co. Limited
TRS ASIA'S FINEST FOODS (Logo)	New Zealand	A1 Trade Marks (International Trade Mark Attorneys)	799666	Registration granted for a period of 10 years to 30th June 2021 (renewable for further 10 year periods indefinitely).	29, 30 and 31	TRS Wholesale Co. Limited

PART 7
ACCOUNTS

Chargor	Currency of Accounts	Details of Bank	Account Number
TRS Wholesale Co. Limited (02108436)	GBP	Habib Bank AG Zurich (Southall Branch)	024
	EUR	Habib Bank AG Zurich (Southall Branch)	024
	USD	Habib Bank AG Zurich (Southall Branch)	024
	GBP	Habib Bank AG Zurich (Moorgate Branch)	710
	EUR	Habib Bank AG Zurich (Moorgate Branch)	710
	USD	Habib Bank AG Zurich (Moorgate Branch)	710
	USD	Habib Bank AG Zurich (Moorgate Branch)	710
	EUR	Habib Bank AG Zurich (Moorgate Branch)	710
	GBP	Habib Bank AG Zurich (Moorgate Branch)	710
	GBP	NatWest Bank (Kingsland Branch)	158
	EUR	NatWest Bank (Kingsland Branch)	018
	USD	NatWest Bank (Kingsland Branch)	149
TRS Cash & Carry Limited (00920682)	USD	Habib Bank AG Zurich (Moorgate Branch)	451
	EUR	Habib Bank AG Zurich (Moorgate Branch)	451
	GBP	Habib Bank AG Zurich (Moorgate Branch)	451

Chargor	Currency of Accounts	Details of Bank	Account Number
	GBP	Habib Bank AG Zurich (Moorgate Branch)	[REDACTED] 451
	EUR	Habib Bank AG Zurich (Southall Branch)	[REDACTED] 185
	GBP	Habib Bank AG Zurich (Southall Branch)	[REDACTED] 185
	USD	Habib Bank AG Zurich (Southall Branch)	[REDACTED] 185
	GBP	Habib Bank AG Zurich (Southall Branch)	[REDACTED] 185
	GBP	NatWest Bank (Kingsland Branch)	[REDACTED] 056
	GBP	NatWest Bank (Kingsland Branch)	[REDACTED] 509
	EUR	NatWest Bank (Kingsland Branch)	[REDACTED] 617
TRS International Foods Limited (00938359)	EUR	Habib Bank AG Zurich (Southall Branch)	[REDACTED] 639
	GBP	Habib Bank AG Zurich (Southall Branch)	[REDACTED] 639
	USD	Habib Bank AG Zurich (Southall Branch)	[REDACTED] 639
	USD	Habib Bank AG Zurich (Moorgate Branch)	[REDACTED] 681
	EUR	Habib Bank AG Zurich (Moorgate Branch)	[REDACTED] 681
	GBP	Habib Bank AG Zurich (Moorgate Branch)	[REDACTED] 681
	GBP	Habib Bank AG Zurich (Moorgate Branch)	[REDACTED] 681
	USD	Habib Bank AG Zurich (Moorgate Branch)	[REDACTED] 681
	EUR	Habib Bank AG Zurich (Moorgate Branch)	[REDACTED] 681

Chargor	Currency of Accounts	Details of Bank	Account Number
	GBP	NatWest Bank (Kingsland Branch)	████ 358
	EUR	NatWest Bank (Kingsland Branch)	████ 609
Spice & Seasoning International Ltd (09078673)	USD	Habib Bank AG Zurich (Southall Branch)	████ 652
	EUR	Habib Bank AG Zurich (Southall Branch)	████ 652
	GBP	Habib Bank AG Zurich (Southall Branch)	████ 652
	GBP	NatWest Bank	████ 670
East End Foods Holdings Limited (07812840)	GBP	HSBC Bank Plc	████ 787
	GBP	Standard Chartered Bank	████ 119
	USD	Standard Chartered Bank	████ 135
	EUR	Standard Chartered Bank	████ 127
	CAD	Standard Chartered Bank	████ 564
	GBP	State Bank of India	████ 588
	GBP	State Bank of India	████ 589
East End Foods Limited (01159183)	GBP	HSBC Bank Plc	████ 776
	USD	HSBC Bank Plc	████ 178
	EUR	HSBC Bank Plc	████ 950
	GBP	Standard Chartered Bank	████ 263
	USD	Standard Chartered Bank	████ 298
	EUR	Standard Chartered Bank	████ 271
	GBP	State Bank of India	████ 519

Chargor	Currency of Accounts	Details of Bank	Account Number
	GBP	State Bank of India	518
	GBP	State Bank of India	520
	GBP	State Bank of India	489
	GBP	State Bank of India	490
	GBP	Lloyds Bank	668
	USD	Lloyds Bank	296
	EUR	Lloyds Bank	265
East End Foods Properties Limited (07813491)	GBP	HSBC Bank Plc	361
	GBP	Standard Chartered Bank	791
	USD	Standard Chartered Bank	821
	EUR	Standard Chartered Bank	805
	GBP	State Bank of India	558
	GBP	State Bank of India	556

PART 8
INSURANCES

East End Group

Insurer	Insurance Policies	Policy Number	Entity(ies) covered
Aspen Insurance UK Limited	Excess Property & Business Interruption	N0ACVP419A0C	East End Foods Holdings Limited; East End Foods Limited; East End Foods Properties Limited
HDI Global SE – UK	Employers Liability	110-076202184-30018	East End Foods Holdings Limited; East End Foods Limited; East End Foods Properties Limited
Chubb European Group SE	Excess - Employers' Liability	UKCASO21934119	East End Foods Holdings Limited and East End Foods Properties Limited
Chubb European Group SE	Excess - Public & Products Liability	0024532043	East End Foods Holdings Limited
Beazley plc	Stock Throughput	W3078117PNWV	East End Foods Holdings Limited
Royal & Sun Alliance Insurance plc	Management Liability	DR27871A	East End Foods Holdings Limited
	Property Owners – East End Foods Properties Limited Block 4	WA41083BOOO	East End Foods Holdings Limited
	Property Owners – East End Foods Limited Directors Pension Scheme	WA41083BOOO	East End Foods Holdings Limited and East End Foods Limited
	Property Owners – East End Foods Properties Limited - Steelbright, Aston, Kenrick Way	WA41083BOOO	East End Foods Holdings Limited and East End Foods Properties Limited
Chubb European Group SE	Group Personal Accident & Travel	UKBBBO38443119	East End Foods Limited and/or East End Foods Holdings Limited
Allianz Insurance plc	Motor Fleet	32/BV/28870661/08	East End Foods Holdings Limited; East End Foods Limited; East End Foods Properties Limited
HSB Engineering Insurance Limited	Engineering Machinery Damage	6429229	East End Foods Holdings Limited

Inspection Network Limited	Engineering Inspection	PR1_001225	East End Foods Holdings Limited; East End Foods Limited; East End Foods Properties Limited
HDI Global SE – UK	Public & Products Liability	110-076202184-30023	East End Foods Holdings Limited; East End Foods Limited; East End Foods Properties Limited

TRS Group

Insurer	Insurance Policies	Policy Number	Entity(ies) covered
Aviva Insurance Limited	Motor Fleet	100661047CMI	TRS Wholesale Co. Limited
Royal & Sun Alliance Insurance plc	Computer	CP26092	TRS Wholesale Co. Limited; TRS Cash & Carry Limited
Royal & Sun Alliance Insurance plc	Personal Accident	PA04281509	TRS Wholesale Co. Limited; TRS Cash & Carry Limited; TRS International Foods Limited
HSB Engineering Insurance Limited	Engineering Inspection & Insurance	0179025	TRS Wholesale Co. Limited; TRS Cash & Carry Limited; TRS International Foods Limited
Aviva Insurance Limited	Commercial Combined	100678140CCI	TRS Wholesale Co. Limited
Aviva Insurance Limited	Commercial Combined	100678132CCI	TRS Cash & Carry Limited
Aviva Insurance Limited	Commercial Combined	100678138CCI	TRS International Foods Limited

PART 9

EXCLUDED PROPERTY

English Chargor	Address	Title number / Land registry details	Tenure
East End Foods Properties Limited (07813491)	Land And Buildings On The West Side Of Park Road, Aston, Birmingham	WM724954	Freehold
East End Foods Limited (01159183)	5 Upper Thomas Street, Birmingham (B6 5AD)	MM13978	Leasehold
East End Foods Properties Limited (07813491)	South East of Rabone Lane, Smethwick	WM750728	Freehold
East End Foods Properties Limited (07813491)	South east of Rabone Lane, Smethwick	WM750730	Freehold
East End Foods Limited (01159183)	East End Foods Ltd, James Watt Industrial Park, Steel Bright Road, Smethwick (B66 2NW)	MM13947	Leasehold
East End Foods Properties Limited (07813491)	Land And Buildings On The East Side Of Upper Thomas Street, Aston, Birmingham	WM960825	Freehold

SIGNATORIES

The Parent

EXECUTED as a **DEED** by

CRICKET MIDCO LIMITED

acting by

.....
[Redacted Signature]
Director/Authorised signatory

in the presence of:

[Redacted Signature]
.....
Signature of Witness

Name of Witness: Andrew Garner

Address of Witness: [Redacted Address] 0.

Occupation of Witness: Head of Supply chain

The Additional Chargors

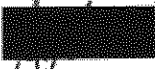
EXECUTED as a **DEED** by

TRS WHOLESALE CO. LIMITED


acting by


Director/Authorised signatory

in the presence of:


Signature of Witness

Name of Witness: Andrew Carver

Address of Witness: 

Occupation of Witness: Head of Supply chain

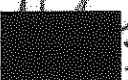
EXECUTED as a **DEED** by

TRS CASH & CARRY LIMITED

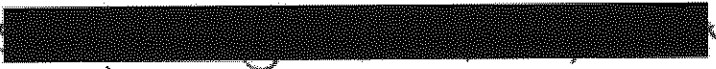
acting by


Director/Authorised signatory

in the presence of:


Signature of Witness

Name of Witness: Andrew Carver

Address of Witness: 

Occupation of Witness: Head of Supply chain


EXECUTED as a DEED by

TRS INTERNATIONAL FOODS
LIMITED

acting by


Director/Authorised signatory

in the presence of:


Signature of Witness

Name of Witness: *Andrew Garner*

Address of Witness

Occupation of Witness: *Head of supply chain.*


EXECUTED as a DEED by

SPICE & SEASONING INTERNATIONAL
LTD

acting by


Director/Authorised signatory

in the presence of:


Signature of Witness

Name of Witness: *Andrew Garner*

Address of Witness

Occupation of Witness: *Head of supply chain.*

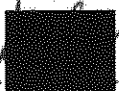
EXECUTED as a DEED by

EAST END FOODS HOLDINGS LIMITED


acting by


Director/Authorised signatory

in the presence of:


Signature of Witness

Name of Witness: Andrew Garner


Address of Witness: 

Occupation of Witness: Head of supply chain

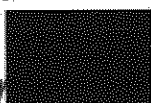
EXECUTED as a DEED by

EAST END FOODS LIMITED


acting by


Director/Authorised signatory

in the presence of:


Signature of Witness

Name of Witness: Andrew Garner

Address of Witness: 

Occupation of Witness: Head of supply chain

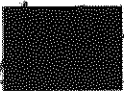
EXECUTED as a **DEED** by

**EAST END FOODS PROPERTIES
LIMITED**

acting by


.....
Director/Authorised signatory

in the presence of:


.....
Signature of Witness

Name of Witness: Andrew Parker

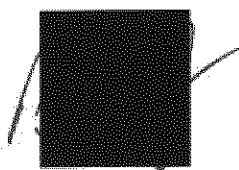
Address of Witness: 

Occupation of Witness: Head of Supply Chain

The Security Agent

LUCID TRUSTEE SERVICES LIMITED

By:
Paul Barton
Director



Notice Details

Lucid Trustee Services Limited, 6th Floor, No 1 Building
1-5 London Wall Buildings, London Wall, London,
United Kingdom, EC2M 5PG