



Registration of a Charge

Company name: **WINTERBOTHAM DARBY BICESTER LIMITED**

Company number: **02997024**

Received for Electronic Filing: **06/04/2021**



XA1TSJNE

Details of Charge

Date of creation: **01/04/2021**

Charge code: **0299 7024 0003**

Persons entitled: **COÖPERATIEVE RABOBANK U.A. AS SECURITY TRUSTEE FOR ITSELF
AND THE OTHER SECURED PARTIES**

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:

CLIFFORD CHANCE LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2997024

Charge code: 0299 7024 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st April 2021 and created by WINTERBOTHAM DARBY BICESTER LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 6th April 2021 .

Given at Companies House, Cardiff on 8th April 2021

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**

SECURITY ACCESSION DEED

THIS SECURITY ACCESSION DEED is made on 1 April 2021

BETWEEN:

- (1) **THE COMPANIES LISTED IN SCHEDULE 1 (ADDITIONAL CHARGORS)** (each an "Additional Chargor" and together the "Additional Chargors");
- (2) **QUANTUM PARENT LIMITED**, a limited liability company incorporated in England and Wales with registered number 12978650 with its registered address at 12 St James's Square, St. James's, London, United Kingdom, SW1Y 4LB ("**Midco**"); and
- (3) **COÖPERATIEVE RABOBANK U.A.** as security trustee for itself and the other Secured Parties (the "**Security Agent**").

RECITAL:

Each Additional Chargor has agreed to enter into this Security Accession Deed and to become a Chargor under a debenture dated 25 January 2021 between the Original Chargors named therein and the Security Agent (the "**Debenture**"). This Security Accession Deed is supplemental to the Debenture.

NOW THIS DEED WITNESSES as follows:

1. INTERPRETATION

1.1 Definitions

Terms defined or incorporated by reference in the Debenture shall have the same meaning when used in this Security Accession Deed or in any notice given under or in connection with this Security Accession Deed.

1.2 Construction

- (a) Clause 1.2 (*Terms defined in other Secured Debt Documents*) to Clause 1.9 (*Permitted Transactions*) of the Debenture will be deemed to be set out in full in this Security Accession Deed, but as if references in those clauses to the Debenture were references to this Security Accession Deed.
- (b) All the provisions contained in the Debenture in relation to the Security created by it and all the powers and rights conferred on the Security Agent and any Receiver in relation to the Security created by the Debenture shall extend and apply to the Security created by this Security Accession Deed.

2. COMMON PROVISIONS

All the Security created by or pursuant to this Security Accession Deed by a Chargor is:

- (a) created with full title guarantee **provided that** the covenant set out in section 3 Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to the Security;

- (b) created in favour of the Security Agent as trustee for the Secured Parties and the Security Agent shall hold the benefit of this Security Accession Deed and the Security created by or pursuant to it on trust for the Secured Parties; and
- (c) continuing security for the payment and discharge of all its Secured Obligations.

3. ACCESSION OF AN ADDITIONAL CHARGOR

3.1 Accession

Each Additional Chargor agrees to be a Chargor for the purposes of the Debenture with immediate effect and agrees to be bound by all of the terms of the Debenture as if it had originally been a party to it as a Chargor (but so that the Security created by virtue of this deed shall be created on the date of this Security Accession Deed).

3.2 Covenant to pay

Subject to any limits on liability as specified in the Secured Debt Documents, each Additional Chargor covenants with the Security Agent (for the benefit of itself and the other Secured Parties) that it shall, on demand of the Security Agent pay, discharge and satisfy the Secured Obligations (to the extent applicable to it) in accordance with the terms of the Secured Debt Documents.

3.3 Fixed Security

- (a) Each Additional Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to its Accounts and all Related Rights.
- (b) Each Additional Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to the Shares owned by it and all dividends, interest and other monies payable in respect of those Shares and all Related Rights (whether derived by way of redemption, bonus, preference, options, substitution, conversion, compensation or otherwise).

3.4 Floating charge

- (a) Each Additional Chargor charges by way of first floating charge in favour of the Security Agent all of its present and future assets and undertakings.
- (b) The floating charge created pursuant to paragraph (a) above shall be deferred in point of priority to all Fixed Security validly and effectively created by each Additional Chargor under the Secured Debt Documents in favour of the Security Agent as security for the Secured Obligations.

4. POWER OF ATTORNEY

Each Additional Chargor by way of security irrevocably appoints the Security Agent and any Receiver severally to be its attorney in accordance with the terms set out in Clause 16.1 (*Appointment and powers*), Clause 16.2 (*Use of powers*) and Clause 16.3 (*Ratification*) of the Debenture.

5. NEGATIVE PLEDGE AND RESTRICTION ON DEALINGS

Except as permitted or not prohibited by each of the Secured Debt Documents, each Additional Chargor shall not at any time during the Security Period create or permit to subsist any Security over all or any part of its Charged Assets or dispose of any part of its Charged Assets.

6. IMPLIED COVENANTS FOR TITLE

The covenants set out in section 3(1) and 3(2) of the Law of Property (Miscellaneous Provisions) Act 1994 will not extend to Clause 3.3 (*Fixed Security*) or Clause 3.4 (*Floating charge*).

7. CONSENT OF EXISTING CHARGORS

Midco agrees and consents for itself and on behalf of each of the existing Chargors to the terms of this Security Accession Deed and further agrees that its execution will in no way prejudice or affect the security granted by each of the existing Chargors under (and covenants given by each of them in) the Debenture or any other Security Accession Deed.

8. EXTENSION OF POWER OF SALE

The power of sale or other disposal conferred on the Security Agent and on any Receiver by the Debenture and this Security Accession Deed shall operate as a variation and extension of the statutory power of sale under section 101 of the Law of Property Act 1925 and such power shall arise (and the Secured Obligations shall be deemed due and payable for that purpose) on the date of this Security Accession Deed.

9. RESTRICTIONS

The restrictions contained in sections 93 and 103 of the Law of Property Act 1925 shall not apply to this Security Accession Deed or to the exercise by the Security Agent of its right to consolidate all or any of the Security created by or pursuant to this Security Accession Deed with any other Security in existence at any time or to its power of sale, which powers may be exercised by the Security Agent without notice to each Additional Chargor after the occurrence of an Enforcement Event.

10. PROPERTY RESTRICTING CHARGES

The parties acknowledge that the terms set out in clause 6.6 (*Property Restricting Charging*) of the Debenture shall apply to any security created by or pursuant to this Security Accession Deed.

11. CONSTRUCTION OF DEBENTURE

The Debenture and this Security Accession Deed shall be read together as one instrument on the basis that references in the Debenture to "this deed" or "this Debenture" will be deemed to include this Security Accession Deed.

12. **NOTICES**

Each Additional Chargor confirms that its address details for notices are as set out in the applicable Accession Deed (or as otherwise updated in accordance with the Intercreditor Agreement).

13. **GOVERNING LAW**

This deed (including any non-contractual obligations arising out of or in relation to this deed) and any dispute or proceedings arising out of or relating to this deed shall be governed by English law.

THIS SECURITY ACCESSION DEED has been signed by the Security Agent and executed as a deed by each Additional Chargor and Midco and is delivered by them as a deed on the date written on the first page of this Debenture.

SCHEDULE 1

ADDITIONAL CHARGORS

Company	Jurisdiction	Address	Company Number
The Compleat Food Group Limited	England & Wales	Granville House, Gatton Park Business Centre, Wells Place Redhill, Surrey, RH1 3AS	05515026
Winterbotham, Darby & Co. Limited	England & Wales	Granville House 9 Wells Place, Merstham, Redhill, England, RH1 3AS	00736901
SSG Logistic Solutions Limited	England & Wales	Granville House, Gatton Park Business Centre, Wells Place, Redhill Surrey, RH1 3AS	04611621
Winterbotham Darby Bicester Limited	England & Wales	Granville House, Gatton Park Business Centre, Wells Place, Redhill, RH1 3AS	02997024
Pork Farms Limited	England & Wales	Tottle Bakery, Queens Drive, Nottingham, NG2 1LU	05998346
Pork Farms Caspian Limited	England & Wales	C/O Pork Farms Limited Pork Farms Limited, Queens Drive, Nottingham, Nottinghamshire, NG2 1LU	09104836
TCFG Holdings Limited	England & Wales	Granville House Gatton Park Business Centre, Wells Place, Redhill, Surrey, RH1 3AS	07470047
Addo Food Group Limited	England & Wales	C/O Pork Farms Limited, Queens Drive, Nottingham, NG2 1LU	05998337

SCHEDULE 2**SHARES**

Name of company issuing shares	Issued share capital	Description and number of shares held
Pork Farms Limited	150,000	150,000 ordinary shares of £0.01 each
Pork Farms Caspian Limited	1	1 ordinary share of £0.01
The Compleat Food Group Limited	100,000	100,000 ordinary shares of £1.00 each
Winterbotham, Darby & Co. Limited	125,014	124,896 ordinary shares of £1.00 each 118 preference shares of £1.00 each
SSG Logistic Solutions Limited	125,014	124,896 ordinary shares of £1.00 each 118 preference shares of £1.00 each
Winterbotham Darby Bicester Limited (formerly Alatoni Limited)	112	112 ordinary shares of £1.00 each

EXECUTION PAGE TO SECURITY ACCESSION DEED

THE ADDITIONAL CHARGORS

EXECUTED AS A DEED by
THE COMPLEAT FOOD GROUP LIMITED
acting by a director
in the presence of:

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Signature of witness:



Name (in BLOCK CAPITALS):

Address:

Natalie Staples
Winterbotham Darby and Co
9 Wells Place
Redhill
Surrey
RH1 3AS

Occupation: Receptionist

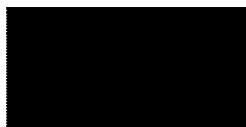
EXECUTED AS A DEED by
WINTERBOTHAM, DARBY & CO. LIMITED
acting by a director
in the presence of:

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)
)



Signature of witness:

Name (in BLOCK CAPITALS):



Address:

Natalie Staples
Winterbotham Darby and Co
9 Wells Place
Redhill
Surrey
RH1 3AS

Occupation: Receptionist

EXECUTED AS A DEED by
SSG LOGISTIC SOLUTIONS LIMITED
acting by a director
in the presence of:

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)
)



Signature of witness:

Name (in BLOCK CAPITALS):



Address:

Natalie Staples
Winterbotham Darby and Co
9 Wells Place
Redhill
Surrey
RH1 3AS

Occupation: Receptionist

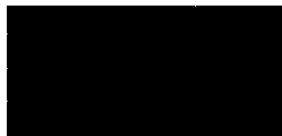
EXECUTED AS A DEED by
WINTERBOTHAM DARBY BICESTER
LIMITED
acting by a director
in the presence of:

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)
)
)



Signature of witness:

Name (in BLOCK CAPITALS):



Address:

Natalie Staples
Winterbotham Darby and Co
9 Wells Place
Redhill
Surrey
RH1 3AS

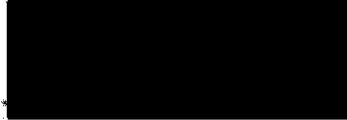
Occupation: Receptionist

EXECUTED AS A DEED by
PORK FARMS LIMITED
acting by a director
in the presence of;

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)



Signature of witness:



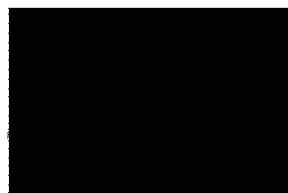
Name (in BLOCK CAPITALS): *L G HANSON*

Address:



EXECUTED AS A DEED by
PORK FARMS CASPIAN LIMITED
acting by a director
in the presence of:

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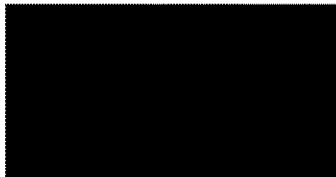


Signature of witness:



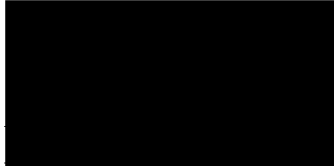
Name (in BLOCK CAPITALS): *L G HANSON*

Address:



EXECUTED AS A DEED by
TCFG HOLDINGS LIMITED
acting by a director
in the presence of:

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Signature of witness:

Name (in BLOCK CAPITALS):



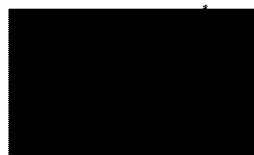
Address:

Natalie Staples
Winterbotham Darby and Co
9 Wells Place
Redhill
Surrey
RH1 3AS

Occupation: Receptionist

EXECUTED AS A DEED by
ADDO FOOD GROUP LIMITED
acting by a director
in the presence of:

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)

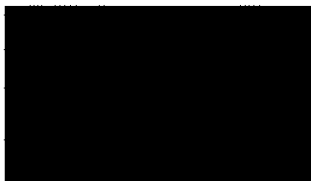


Signature of witness:



Name (in BLOCK CAPITALS): *L G HANSON*

Address:



MIDCO

EXECUTED AS A DEED by
QUANTUM PARENT LIMITED

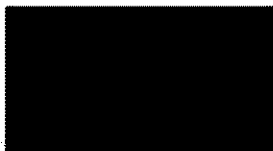
acting by a director
in the presence of:

)
)
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)
)



Signature of witness:

Name (in BLOCK CAPITALS):



Address:

Natalie Staples
Winterbotham Darby and Co
9 Wells Place
Redhill
Surrey
RH1 3AS

Occupation: Receptionist

THE SECURITY AGENT

Signed by
COÖPERATIEVE RABOBANK U.A.
for and on its behalf
by its duly authorised officer

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