



LLOYDS BANK

Lloyds Bank plc
4th Floor
116 Wellington Street
Leeds
LS1 4LT

Telephone: 0113 215 5813

Reference: BSB67383JMA

The Directors
Real Good Food plc
International House
1 St. Katharine's Way
London
E1W 1XB

30th June 2018

Dear Sirs

OVERDRAFT AND OTHER FACILITIES

We Lloyds Bank plc (the "**Bank**") are pleased to continue to offer to Real Good Food plc (the "**Company**") and to each of Real Good Food Ingredients Limited, Haydens Bakery Limited, Napier Brown Foods Limited, R & W Scott Limited, J F Renshaw Limited, and Rainbow Dust Colours Limited an overdraft facility in sterling on account number 32118668, 32118260, 01135903, 01136004, 32184768, 01136411, 33703968 and/or in US dollars and euro on accounts numbered 11834088, 11712942, 86543344, 86514069, 86449933 and 86543247 on the following terms and conditions.

Amount

The maximum aggregate amount outstanding under the facility at any time (calculated on the basis of cleared available funds) shall not exceed £2,000,000. For the purpose of determining whether the total amount owing is at any particular time within or in excess of the agreed limit, amounts owing in a currency other than sterling shall be notionally converted into sterling on the basis of the rate at which the Bank would sell that currency for sterling at that time.

Availability

The Bank's present intention is to make the facility available until 30th September 2018 and all monies from time to time owing to the Bank under the facility shall be repaid no later than this date or such later date as may from time to time be advised in writing by the Bank. The Bank may, nevertheless, terminate the facility at any time and may, at such time or at any time thereafter, demand immediate payment of all amounts owing under or in connection with the facility. The amounts owing at any time may include interest, costs or charges which have been debited to one or more of the accounts in accordance with the terms of this letter or in accordance with any other terms relevant to the accounts.

The Bank shall have the right at the time of making demand or at any time thereafter to convert all amounts then due and payable in a currency other than sterling into sterling at the Bank's exchange rate for selling that currency against sterling at that time. The Bank shall as soon as possible after such conversion advise you of the sterling amount then owing.

COMMERCIAL BANKING

Interest

Interest is calculated on the Gross Borrowing and will be payable on amounts owing on each account at 3.50% per annum over Base Rate from time to time (currently 4.00% per annum in total) in the case of amounts owing in sterling and at 3.50% per annum over the relevant market or central bank reference rate (each a "Reference Interest Rate") used by the Bank from time to time in the case of amounts owing in any other currency.

In the case of sterling, such interest shall be calculated on the net overdraft (the net overdraft on any one day being the cleared daily overdrawn balance of the sterling account or, as the case may be, the aggregate cleared daily overdrawn balance of the sterling accounts less the aggregate of the cleared credit balances (if any) on any account in that currency on which the facility is available). In the case of a currency other than sterling, interest will be calculated on the cleared daily balance of each account.

Amounts owing in excess of the agreed limit (if the Bank allows any such excess at any time) will be deemed to be amounts owing in sterling and further interest will be payable on the excess so that the total interest payable on the excess is at a rate equal to 9% per annum over Base Rate from time to time. If there are no amounts owing in sterling, or the amounts owing in sterling are less than the excess, interest will be payable on an amount or amounts equivalent to the excess, or, as the case may be, on the amount by which the excess exceeds the overdrawn balance of the sterling account on such currency account or accounts as the Bank shall determine so that the total interest payable on such amount is at the Bank's unauthorised currency borrowing rate from time to time (currently 12% per annum over the relevant Reference Rate(s)).

Base Rate (where used in this letter) is a reference to the official bank rate of the Bank of England. This rate may be varied (either up or down) at any time. Notice of changes will be displayed in UK branches of the Bank, on the Bank's website (www.loydsbank.com/commercialbanking) and in a number of daily newspapers. You can contact your relationship manager to check Base Rate at any time.

The Reference Rate for each currency may vary from day to day and upon request the Bank will advise you of the rates then applicable.

You can also find the rate applicable at any time on the Bank's website at <http://commercialbanking.loydsbank.com/commercial-terms/interest-rates-and-charges/interest-rates/currency-accounts/>

Interest will be calculated monthly in arrears, normally to the 9th of each month (or the next working day) in the case of sterling and quarterly in arrears, normally to the last business day of each of February, May, August and November in the case of any other currency. Interest may also be calculated on the date on which the overdraft facility ceases to be available. Unless the Bank advises the relevant account holder otherwise or such company requests otherwise, it will be notified of any interest payable in sterling. Interest will be debited to the relevant account or, in the case of interest calculated on any borrowing in excess of the agreed limit, to such account as the Bank shall determine, (a) at or shortly after the end of each charging period if the interest is payable in a currency other than sterling and (b) not earlier than the date which is 14 days after the date of the Bank's notice of interest payable if the interest is payable in sterling.

Interest will be calculated on the basis of the actual number of days elapsed and a 360 day year or a 365 day year as is in the Bank's reasonable opinion usual market practice for the relevant currency.

Costs and Charges

A renewal fee of £3,333.33 is payable. This will be debited to your account in the next few days.

All costs and expenses incurred by the Bank in creating, preserving or enforcing the security referred to below shall be debited to account number 01136411 of the Company under advice. The Bank will provide an estimate of the amount of costs and expenses that might be incurred in connection with the creation of the security before these are payable. These costs and expenses are not refundable if the facility and the other facilities referred to below are unused.

Security

It is a condition of the facility and of the other facilities referred to below that amounts owing shall be secured by the security listed below. Any security which is not already in place is to be provided to the Bank in a form acceptable to the Bank and, if so requested by the Bank, shall be accompanied by evidence of the value of the security and any evidence that the Bank may require to confirm that the security is in full force and effect.

- (a) a deposit agreement incorporating a charge from Real Good Food plc over a cash deposit in an amount of at all times not less than £2,000,000,
- (b) an unlimited debenture dated 31st July 2012 from Real Good Food plc,
- (c) an unlimited debenture dated 21st October 2016 from Real Good Food Ingredients Limited,
- (d) an unlimited debenture dated 21st October 2016 from Napier Brown Foods Limited,
- (e) an unlimited debenture dated 21st October 2016 from R & W Scott Limited,
- (f) an omnibus guarantee and set off agreement dated 21st October 2016 among the Bank, Real Good Food plc, Napier Brown Foods Limited, Haydens Bakery Limited, Real Good Food Ingredients Limited, R&W Scott Limited, J F Renshaw Limited (formally known as Renshawnapier Limited), RGFC Dust Limited and Rainbow Dust Colours Limited together with such other security as the Bank may from time to time hold in respect of the debts and liabilities of any guarantor to the Bank,
- (g) an inter-creditor agreement from Real Good Food Plc, J F Renshaw Limited (formally known as Renshawnapier Limited) and Haydens Bakery Limited,
- (h) an unlimited debenture dated 1st August 2012 from Haydens Bakery Limited, and
- (i) an unlimited debenture dated 1st August 2012 from JF Renshaw Limited.

Financial Information

Whilst the facility and/or any of the other facilities referred to below remain available the Company should provide to the Bank as soon as possible after the end of the period to which they relate copies of:

- (a) its audited annual accounts within 270 days of the end of its financial year,
- (b) its quarterly management accounts within 45 days of the end of each quarter, and
- (c) such other financial information or information regarding any security that the Bank may from time to time reasonably request promptly on request and within any timescale reasonably required by the Bank.

Other Facilities

In addition to the overdraft facility we are pleased to offer the facilities detailed in the Schedule of Other Facilities. Except when reference is made to another agreement, each additional facility will be available upon such terms and conditions and subject to such charges as shall from time to time be specified by the Bank. The facilities may be cancelled by the Bank at any time, but it is the Bank's present intention to keep the facilities in place for the period of availability of the overdraft facility and the liability in respect of any utilisation may extend beyond such period of availability.

If upon termination of the overdraft facility (or earlier cancellation of any of these additional facilities) there are any contingent liabilities existing under or in connection with these additional facilities (or any of them) an amount equal to the value of such contingent liabilities shall, upon any request from the Bank, be deposited with the Bank with the intent that such deposit shall be held by the Bank as security for those liabilities and that such documentation and other things (including the payment of any associated costs) as the Bank may require in order to perfect such security shall be completed.

The Bank may debit any amount owing in connection with these additional facilities to the account of the relevant company with the Bank whether or not that would cause the account to become overdrawn or the agreed overdraft limit on the account to be breached.

Other Terms of Offer

This letter is for the benefit of the contracting parties only and shall not confer any benefit on or be enforceable by a third party.

This letter and any non-contractual obligations arising from or connected with this letter shall be governed by and construed in accordance with the laws of England and Wales and you agree to submit to the non-exclusive jurisdiction of the courts of England and Wales unless your principal place of business or registered office is in Scotland in which case it will be governed by and construed in accordance with the laws of Scotland and you agree to submit to the non-exclusive jurisdiction of the Scottish Courts. The Bank may take action in any other jurisdiction where proceedings may be lawfully commenced.

Please confirm your acceptance of the facilities offered by returning the attached duplicate of this letter with the acknowledgement signed in accordance with the bank mandate currently held by the Bank or a specific resolution acceptable to the Bank. If such confirmation is not received by the Bank (at the address given at the heading of this letter) by 30th July 2018 (or such later date as the Bank may agree) the offer will lapse.

Yours faithfully
For and on behalf of Lloyds Bank plc



Steven Carter
Relationship Director

We hereby acknowledge and accept the terms of your offer dated 30th June 2018 of which this is a duplicate and agree all the terms and conditions therein contained. In accepting this letter we all confirm (as regards ourselves) that neither the execution by us of this letter nor the utilisation by us of the facilities being made available will conflict with or breach any requirement or limitation set out in our Memorandum and Articles of Association.

For and on behalf of Real Good Food plc (company registered number 04666282)

Signed by (name) (name)
 (signature) (signature)
 2018 (date) 2018 (date)

For and on behalf of Real Good Food Ingredients Limited

Signed by (name) (name)
..... (signature) (signature)
..... 2018 (date) 2018 (date)

For and on behalf of Haydens Bakery Limited

Signed by (name) (name)
..... (signature) (signature)
..... 2017 (date) 2017 (date)

For and on behalf of Napier Brown Foods Limited

Signed by (name) (name)
..... (signature) (signature)
..... 2018 (date) 2018 (date)

For and on behalf of R & W Scott Limited

Signed by (name) (name)
..... (signature) (signature)
..... 2018 (date) 2018 (date)

For and on behalf of J F Renshaw Limited (company registered number 01665672)

Signed by (name) (name)
..... (signature) (signature)
..... 2018 (date) 2018 (date)

For and on behalf of Rainbow Dust Colours Limited

Signed by (name) (name)
..... (signature) (signature)
..... 2018 (date) 2018 (date)

This letter creates legal obligations. Before signing you may wish to take independent advice.

www.lloydsbank.com

SCHEDULE OF OTHER FACILITIES

The following additional facilities are available:

- 1 **a documentary credit facility of £215,000** to cover documentary letters of credit opened by the Bank. The limit detailed above is the maximum total liability of the Bank that may be outstanding under all such letters of credit at any one time.

The Bank shall be under no obligation to open any letter of credit unless the terms of the letter of credit are acceptable to the Bank. The Bank is to be indemnified to its complete satisfaction in connection with each letter of credit opened.

The facility may be used only by the Company.

- 2 **a Corporatecharge card facility of £50,000** under the terms of a separate agreement with the Company and subject to such charges as shall from time to time be specified by the Bank. The above limit is either the "**Scheme Limit**" specified in the terms and conditions of the Corporatecharge card application, or the figure which has subsequently been advised by the Bank as being the "**Scheme Limit**" for the purpose of this facility.

- 3 **a LloydsLink facility** under and subject to the terms and conditions set out in a separate agreement with the Bank (and subject to such charges as shall from time to time be specified by the Bank) to cover the transfer of funds from agreed accounts by automated means initiated by the Company, Real Good Food Ingredients Limited, Haydens Bakery Limited, Napier Brown Foods Limited, R & W Scott Limited, J F Renshaw Limited, and Rainbow Dust Colours Limited. The following limit applies to the facility:

£750,000; the maximum aggregate value of all 'Three Day Value' payment instructions that may be given during any rolling two day period.