

MR01

Particulars of a charge

700300/23



Companies House

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.

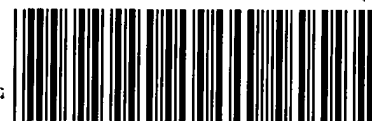
For further information, please
refer to our guidance at:
www.companieshouse.gov.uk

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 by a
court order extending the time for delivery.



You must enclose a certified copy of the instrument with this form. This
must be scanned and placed on the public record.

TUESDAY



ABISRWL4

A19

13/12/2022

#360

COMPANIES HOUSE

1 Company details

Company number 0 9 5 3 8 2 3 4

Company name in full GFL Dairy Limited

For official use

→ **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 0 8 1 2 2 0 2 2

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 DAVENHAM ASSET FINANCE LIMITED

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.

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4	Description	<p>Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security.</p> <hr/> <p>Description</p> <p>All of the Company's present and any future right, title and interest in any Intellectual Property in relation to the Equipment.</p> <p>"Intellectual Property" means any of the following :</p> <p>(a) any registered intellectual property right in any territory or jurisdiction, including, without limitation, patents, trade marks, service marks, registered designs, and any similar right in any territory or jurisdiction any any application or right to apply for any of the above;</p> <p>(b) any invention, copyright, design right or performance right;</p> <p>(c) any trade secrets, know-how and confidential information; and</p> <p>(d) the benefit of any agreement or licence for the use of any such right.</p> <p>See continuation sheet for definition of the Equipment.</p>	<p>Continuation page Please use a continuation page if you need to enter more details.</p>
5	Fixed charge or fixed security	<p>Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.</p> <p><input checked="" type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>	
6	Floating charge	<p>Is the instrument expressed to contain a floating charge? Please tick the appropriate box.</p> <p><input type="checkbox"/> Yes Continue</p> <p><input checked="" type="checkbox"/> No Go to Section 7</p> <p>Is the floating charge expressed to cover all the property and undertaking of the company?</p> <p><input type="checkbox"/> Yes</p>	
7	Negative Pledge	<p>Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box.</p> <p><input checked="" type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>	

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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).

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Signature

Please sign the form here.

Signature

Signature

X



X

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

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**Presenter information**

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name **David Atherton**

Company name **Davenham Asset Finance Limited**

Address **6th Floor**

55 King Street

Post town **Manchester**

County/Region

Postcode **M 2 4 L Q**

Country

DX

Telephone **0161 837 3155**

**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

MR01 - continuation page

Particulars of a charge

4	Description	
	Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security.	
Description	<p>"Equipment" means the plant, machinery, equipment, vehicles or other assets described in Schedule 2 to the charge document and all parts, accessories or additions made thereto or assets acquired to replace or supplement the same and all computer software programmes licensed to the Company to operate or use the same and includes any and each of them where there are more than one.</p>	

DAVENHAM ASSET FINANCE LIMITED

CHATTEL MORTGAGE

(1) GFL DAIRY LIMITED

and

(2) DAVENHAM ASSET FINANCE LIMITED

I CERTIFY THAT THIS IS A TRUE AND COMPLETE COPY OF THE ORIGINAL DOCUMENT



C. H. BURKE – DIRECTOR

DAVENHAM ASSET FINANCE LIMITED

Dated.....

8/12/2022

This Chattel Mortgage constitutes a charge which must be presented to the Registrar of Companies in England and Wales for registration within 21 days of execution.

THIS CHATTEL MORTGAGE is made on the

8th day of DECEMBER

2022

BETWEEN

Name:

GFL DAIRY LIMITED

Registered in England and Wales with number:

09538234

Registered office:

CLEAVE FARM, TEMPLETON, TIVERTON, DEVON
EX16 8BP

Fax number:

(the "Company")

and DAVENHAM ASSET FINANCE LIMITED (registered in England and Wales with number 08356079) whose registered office is at 55 King Street, Manchester M2 4LQ ("Davenham").

TERMS OF THIS CHATTEL MORTGAGE

1. Definitions and interpretation

1.1 In this Deed the following words and expressions shall have the following meanings:

Charged Property means the Equipment, the Insurance Claims and all other property, assets and rights charged by this Deed;

Contracts means all present and future contracts, licences and agreements relating to the Equipment of any nature to which the Company is a party including, without limitation, any agreements for the purchase, leasing or maintenance of the Equipment and any guarantees or warranties in relation to the Equipment, including any such contracts, licences and agreements relating to Intellectual Property;

Equipment means the plant, machinery, equipment, vehicles or other assets described in Schedule 2 to this Deed and all parts, accessories or additions made thereto or assets acquired to replace or supplement the same and all computer software programmes licensed to the Company to operate or use the same and includes any and each of them where there are more than one;

Expenses means all expenses (including legal fees) from time to time paid or incurred by Davenham, any Receiver or their respective agents and employees at any time in locating and recovering the Charged Property or otherwise in relation to the Charged Property, the recovery of amounts owing to Davenham or in taking, perfecting, defending, preserving or enforcing this Deed and all security and rights created by this Deed and in obtaining advice on any matter relating to this Deed or the Charged Property (including all costs and expenses payable to Davenham or any Receiver under any other clause of this Deed) or in exercising any right or power arising under or because of this Deed or otherwise, in each case on a full indemnity basis;

Finance Document means the loan, lease, hire purchase, lease purchase or other finance agreement of whatsoever kind entered into at any time between Davenham and the Company;

Financing Group means Davenham, Davenham Trade Solutions Limited (company number 08457434) and any Subsidiary or holding company of either of those companies from time to

time and **member of the Financing Group** means any person in the Financing Group from time to time;

Insurance Claims means the benefit of all claims arising and insurance proceeds under all insurance policies maintained in respect of the Equipment;

Intellectual Property means any of the following:-

- (a) any registered intellectual property right in any territory or jurisdiction, including, without limitation, patents, trade marks, service marks, registered designs, and any similar right in any territory or jurisdiction and any applications or right to apply for any of the above;
- (b) any invention, copyright, design right or performance right;
- (c) any trade secrets, know how and confidential information; and
- (d) the benefit of any agreement or licence for the use of any such right.

Obligor means the Company and any Subsidiary or holding company of the Company;

Premises means the premises at which the Equipment is used, kept, installed or stored as specified in Schedule 1 to this Deed;

Receiver means an administrator, an administrative receiver, a receiver appointed under this Deed, pursuant to statutory powers or otherwise and includes a manager, a receiver and manager, joint receivers and/or any substituted receiver;

Requisite Consent means the previous consent in writing of Davenham (and then only to the extent that such consent permits and in accordance with any conditions attached to such consent);

Secured Obligations means all monies and liabilities which are now or shall at any time hereafter be owing, due or incurred to Davenham and any member of the Financing Group by any Obligor whether present, future, actual and/or contingent, whether owing from the relevant Obligor solely or jointly and whether as principal or surety under or pursuant to any Finance Document and/or this deed or otherwise howsoever;

Security Interest means any mortgage, assignment, lien, charge, hypothecation, pledge, conditional sale, or other title retention agreement, trust arrangement or any other agreement or arrangement the economic or commercial effect of which is similar to the creation of security or any other security interest whatsoever (but shall not include any of the same arising solely by operation of law or a title retention agreement or arrangement securing amounts not more than 90 days overdue and in each case entered into in the ordinary course of trading);

Subsidiary shall have the meaning given to it in section 1159 Companies Act 2006;

Tariff means Davenham's tariff of charges from time to time.

1.2 The expression **Davenham**, where the context admits, will include its transferees, successors and assigns whether immediate or derivative and all delegates or sub-delegates.

1.3 In this Deed:

1.3.1 references to a **business day** are references to a day which is not a Saturday, Sunday or a generally accepted public holiday in England;

1.3.2 references to any agreement or document refer to the document as amended, supplemented or replaced (whether before today or later);

- 1.3.3 any power which may be exercised or any determination which may be made under this Deed by Davenham may (save as otherwise provided) be exercised or made in its discretion and it shall not be obliged to give reasons therefor;
- 1.3.4 any consent or approval of Davenham required under this Deed must be obtained before the act to which it applies is carried out and shall only be effective once given in writing;
- 1.3.5 references to clauses and Schedules are (unless otherwise stated) to clauses of, and schedules to, this Deed;
- 1.3.6 references to a **person** include any individual, firm, company, government, state or agency of a state or any joint venture, association or partnership (whether or not having a separate legal personality);
- 1.3.7 unless the context otherwise requires, words denoting the singular number only include the plural and vice versa;
- 1.3.8 references to any provision of an enactment are treated as referring to:
 - (a) the provision as amended (whether before today or later); and
 - (b) any provision which replaces it (unchanged or amended) after today;
- 1.3.9 **written**, in relation to a communication under this Deed, includes sent by fax;
- 1.3.10 **expenses** includes costs, charges, fees and expenses of every description and all VAT charged thereon;
- 1.3.11 **agreement** includes any commitment, scheme, arrangement or understanding, whether legally binding or not, oral or written, and references to being party to an agreement shall be construed accordingly;
- 1.3.12 the expressions **holding company** and **subsidiary** have the meaning given on the date of this Deed by section 1159 Companies Act 2006; and
- 1.3.13 references to **value added tax** (or **VAT**) will include any similar tax which may be imposed in substitution from time to time for the present such tax and any reference to a rate of VAT (express or implicit) will be to the prevailing rate at the time payment is due.
- 1.4 The benefit of this Deed is held by Davenham as agent and trustee for itself and each other member of the Financing Group irrespective of whether express mention of this fact is or is not made in any particular provision of this Deed. All subsequent references to "Davenham" will be to Davenham itself and to Davenham in the capacity as agent and trustee for itself and the other members of the Financing Group.
- 1.5 Davenham will be entitled to decide how it wishes to enforce this Deed in its complete discretion and will not be required to obtain consent of (or to join into any legal proceedings) any such other member of the Financing Group.
- 2. **Covenant to pay**
- 2.1 The Company covenants with Davenham that it will on demand pay to Davenham without deduction or set off:
 - 2.1.1 all monies and discharge all obligations and liabilities whether actual or contingent now or at any time due, owing or incurred to Davenham and/or any Receiver by the Company (whether alone or jointly and in whatever style, name or form and whether incurred as principal or surety) when the same are due;

- 2.1.2 interest on all amounts demanded to the date of payment at such rates as may from time to time be agreed or, in the absence of agreement, at the rate of 5 per cent per annum above the [Finance House Base Rate] or such other rate as Davenham may determine appropriate from time to time;
- 2.1.3 all amounts specified in the Tariff and notified to the Company as being due; and
- 2.1.4 all Expenses on a full indemnity basis.
- 2.2 The Company will pay interest at the rate referred to above to the date of payment upon such days as Davenham may from time to time determine (but being no more frequently than monthly) and such interest shall be compounded with principal in accordance with Davenham's usual practice for the time being (although without prejudice to Davenham's right to require payment of such interest).
- 2.3 All interest payable under this Deed will accrue both before and after judgment, liquidation or administration of the Company on a daily basis and assuming a year of 365 days.
- 3. Property and equipment charged**
- 3.1 As security for the Secured Obligations, the Company with full title guarantee charges in favour Davenham by way of first legal mortgage the Equipment.
- 3.2 As further security for the Secured Obligations, the Company with full title guarantee assigns absolutely to Davenham by way of security all of its present and any future right, title and interest in:
- 3.2.1 the Contracts;
- 3.2.2 any Intellectual Property in relation to the Equipment; and
- 3.2.3 the Insurance Claims (including all rights to claims and returns of premiums).
- 3.3 The Security Interests created by this Deed shall be a continuing security and shall not be considered satisfied or discharged by any intermediate payment or satisfaction of the whole or any part of the monies owing or payable by the Company.
- 3.4 The Security Interests hereby created is in addition to (and shall not merge with) any other Security Interests which Davenham now holds or may from time to time acquire from the Company or any other person.
- 3.5 If or to the extent that for any reason the assignment or charging of any Charged Property is prohibited, the Company shall hold it on trust for Davenham.
- 4. Perfection of Security**
- 4.1 The Company shall deliver duly executed notices of assignment to Davenham in such form as Davenham may require in respect of the assignments under clause 3.2 above on the date of this Deed and promptly upon entering into any further Contract, acquiring any further Intellectual Property in relation to the Equipment or becoming aware of any further Insurance Claims arising in relation to the Equipment after the date of this Deed and in each case shall use all reasonable endeavours to procure that each notice is acknowledged by the party to whom such notice of assignment is addressed.
- 4.2 The Company shall, if Davenham requests, fix to any item comprised in the Equipment a durable, prominent and reasonably sized sign stating as follows:
- "This [item description] is the subject of a first priority chattel mortgage in favour of Davenham Asset Finance Limited dated [date of this deed]."
- and shall not remove or obscure that sign or allow it to be removed, obscured or defaced.

5. Representations and warranties

5.1 The Company represents and warrants to Davenham that:

- 5.1.1 the Company is a limited liability company duly incorporated and validly existing under English law, with the power and authority to own its assets and to carry on its business as now being conducted;
- 5.1.2 the Company is the sole legal and beneficial owner of the Charged Property and the Charged Property is free from all Security Interests other than those created by this deed;
- 5.1.3 it has examined the Equipment and it is in good and substantial repair (fair wear and tear excepted) and serviceable operating condition;
- 5.1.4 entry into this Deed and any related Finance Document with Davenham does not and will not breach any existing law or regulation or the Memorandum and Articles of Association of the Company or any limitation on the powers of its directors or breach or constitute an event of default under the terms of any mortgage, debenture, charge, loan stock, agreement or restriction binding on the Company;
- 5.1.5 the Company has not relied on the fact that Davenham has agreed to provide facilities to the Company taking account of a valuation of the Charged Property and acknowledges that the Company has not relied on any valuation or report obtained by Davenham, and that any professional adviser to Davenham does not owe a duty of care to the Company; and
- 5.1.6 it is not deemed to be unable to pay its debts for the purposes of section 123 of the Insolvency Act 1986.

5.2 The Company shall be deemed to repeat the warranties contained in clause 5.1 on each date on which Davenham enters into a Finance Document with or advances money to the Company.

5.3 The effect of the warranties given in this clause 5 will not be qualified or diminished by any matter disclosed by the Company to Davenham or known to Davenham prior to the date of this Deed unless accepted by Davenham in writing as being a formal disclosure made in respect of these warranties.

6. Covenants by the Company

The Company covenants with and undertakes to Davenham as follows:

- 6.1 To put and keep the Equipment in good repair and condition and properly maintained and (where appropriate) serviced and in all respects in good operating condition;
- 6.2 To observe and perform all obligations under the Contracts and any other agreement in relation to the Equipment or under which the Equipment is held;
- 6.3 To ensure that the Premises are suitable for the use or storage of the Equipment and keep the Premises in good and substantial repair and condition, to comply with all covenants regulations and other provisions relating thereto, to pay promptly all taxes, fees, licence duties, registration charges, insurance premiums and other outgoings in respect of the Premises and the Equipment and to produce on demand evidence thereof to Davenham and, further, not to remove or allow or suffer the Equipment to be moved from the premises except in the ordinary course of business;

- 6.4 To keep accurate and complete records of all maintenance, repair and servicing carried out to the Equipment and permit Davenham to inspect such records and take copies on demand; and on request, to deliver the original records to Davenham;
- 6.5 To maintain all log books and other documents as are required by law to be maintained on or with respect to the Equipment and permit Davenham to inspect such log books and documents and take copies on demand, and on request, to deliver the original log books and documents to Davenham;
- 6.6 To deposit with Davenham on the date of this Deed the original invoice or other documents of title to the Equipment;
- 6.7 To insure the Equipment or procure that the Equipment is insured under a comprehensive policy for all risks of loss or damage for the full replacement value of the Equipment and against any claim by an employee, agent, contractor or sub-contractor of the Company or any third party in relation to the Equipment for any loss or damage arising from their use without unusual excess or restriction. The Company will take out such insurance with an insurer approved by Davenham and will notify Davenham of the name of the insurer and the policy number and of any change in the insurer, the policy number or cover provided. The Company will renew all insurance contracts or policies relating to the Equipment at least 14 days before the relevant policies or contracts expire and shall promptly pay all premiums, calls, contributions or other sums payable in respect of such insurance policies or contracts. The Company will (1) procure that a note of the interest of Davenham is made on the policy with a sole loss payee clause in favour of Davenham; and (2) produce to Davenham on demand the policy, all endorsements and all premium receipts;
- 6.8 To notify Davenham immediately of any loss or damage to the Equipment or if there is any other matter that may result in an Insurance Claim arising. The Company irrevocably appoints Davenham as its agent to conduct negotiations with the relevant insurer and to settle any claim to which the Company is entitled without reference to the Company. The Company will not compromise or settle any Insurance Claim without the prior written consent of Davenham;
- 6.9 That any monies received on any insurance maintained in respect of the Equipment shall be applied in reduction of amounts owing to Davenham unless Davenham, in its absolute discretion, otherwise agrees;
- 6.10 Not to use the Equipment or permit the Equipment to be used in any way contrary to any applicable law or insurance taken out in connection with the Equipment and, in particular, where the Equipment include or comprise any motor vehicle, not to use such Equipment or cause or permit them to be used unless there is a policy of insurance in respect of third party risks complying with the requirements of the road traffic legislation in force in relation to the user of the Equipment;
- 6.11 To comply with any and all covenants, undertakings and indemnities set out in the Finance Document in respect of the Equipment as if repeated, mutatis mutandis, in this clause 6;
- 6.12 Not to grant (or permit to be created) any further mortgage, charge, pledge, assignment or encumbrance of or over the Charged Property (including any charge of land on which the Equipment may be situate) other than in favour of Davenham, or to sell, let, hire, part with possession of or otherwise dispose of the Equipment or any interest in it or to attempt to do any of such things or to do or omit to do anything which could in any way prejudice the security of Davenham under this Deed in each and every case without having first obtained the express written consent of Davenham;
- 6.13 To mark the records of the Company to show that the Equipment has been mortgaged to Davenham and that any further charge, mortgage or assignment of any such property is prohibited;
- 6.14 Not, other than pursuant to clause 5.9, to alter or modify the Equipment including the paint work on the Equipment or adding any sign, writing, lettering or symbols without the prior written

consent of Davenham and where required by Davenham, to affix to or engrave upon the Equipment such labels, plates or markings relating to and recording the security created by this Deed and not to allow to be disturbed, defaced, removed or covered up any such labels, plates or markings;

- 6.15 Not to remove, substantially replace or renew any part of the Equipment except in the event of the servicing of the Equipment or in the event the prior consent of Davenham is obtained;
- 6.16 Not (without the prior written consent of Davenham) to permit the Equipment to become affixed to, or otherwise connected with, any land or building so that the Equipment will become a fixture. As between Davenham and the Company the Equipment will remain personal moveable property;
- 6.17 To obtain from any landlord of land on which the Equipment may from time to time be situated (other than on a temporary basis) a waiver in a form acceptable to Davenham. If it is not practical, in Davenham's opinion, to obtain, a formal waiver from the landlord, to give the landlord of such premises notice of the security created by this Deed in a form acceptable to Davenham;
- 6.18 To pay and discharge as they fall due all debts, liabilities and damages whatsoever which have given or may give rise to liens on or claims enforceable against the Equipment whether in distress or otherwise and in the event of the detention of the Equipment in the exercise or purported exercise of any such lien or claim, to procure the release of the same from such detention immediately upon receiving notice of it. If the Company fails to comply with this covenant then Davenham may do so at the expense of the Company which shall form part of the Secured Obligations;
- 6.19 To confirm the location of the Equipment upon being requested to do so by Davenham and, in any event, not to permit the Equipment to be taken outside Great Britain;
- 6.20 To allow Davenham and its representatives from time to time to enter any premises where the Equipment may be (or Davenham or its representative may suppose them to be) situated for the purpose of inspecting and testing the Equipment or to confirm compliance with any other covenant contained in this Deed;
- 6.21 To give to Davenham from time to time such information as it may request concerning the Equipment;
- 6.22 To keep all necessary and proper records of the Equipment, and to make such records available for inspection by Davenham or its agents on reasonable prior notice and following demand being made under this Deed to deliver such records to Davenham on demand;
- 6.23 Within 7 days of their publication and in any event within 120 days of the end of the relevant financial year or half year to supply to Davenham a copy of the audited yearly and unaudited half yearly Balance Sheet, Profit and Loss Account and other accounts of the Company;
- 6.24 From time to time as required by Davenham to give to Davenham, any adviser nominated by Davenham or any Receiver, such information relating to the business of the Company and its subsidiaries and as to the Charged Property as Davenham or any Receiver may from time to time require.

7. Further Assurance

The company shall promptly do whatever Davenham requires:

- 7.1.1 to perfect or protect the Security Interests created or expressed to be created by this Deed, or their priority;

7.1.2 to facilitate the realisation of the Charged Property or the exercise of any rights vested in Davenham or any Receiver,

including executing any transfer, conveyance, charge, assignment or assurance of the Charged Property (whether to Davenham or its nominees or otherwise), making any registration and giving any notice, order or direction.

8. Default by the Company regarding repair and insurance

8.1 If at any time the Company shall default in keeping the Equipment in such state of repair as specified in clause 6 above, Davenham may put or keep the Equipment in repair.

8.2 If at any time the Company shall default in effecting or keeping up such insurances as specified in clause 6 above or producing any such policy or policies or receipt (or other evidence as specified above) to Davenham, Davenham may insure and keep the Equipment insured in any sum which Davenham may think expedient.

8.3 All costs incurred by Davenham under the provisions of this clause 8 shall be deemed to be properly incurred by Davenham and the Company will reimburse such amounts to Davenham immediately upon demand on a full indemnity basis and pending reimbursement it shall form part of the Secured Obligations.

8.4 If the Company shall have failed to deliver on demand as specified above the policy or policies or current premium receipt (or other evidence as specified above) in respect of any portion of the Equipment, Davenham shall be entitled to assume that the Company has made default in insuring it within the meaning of this clause.

9. Enforcement

9.1 The power of sale and other powers conferred by section 101 of the Law of Property Act 1925, as varied or extended by this Deed, arise on the date of this Deed and shall be immediately exercisable at any time after a notice demanding payment of and/or discharge for any monies secured by this Deed shall have been served by Davenham on the Company or a Receiver has been appointed.

9.2 Section 103 of the Law of Property Act 1925 shall not apply to this Deed and any sale made in exercise of the powers conferred by statute or this Deed may be made on such terms as Davenham or any Receiver may think fit.

10. Appointment of Receiver and enforcement

10.1 At any time after Davenham shall have demanded payment of any money or liability secured by this Deed, (or if requested by the Company), Davenham may appoint any person or persons to be a Receiver or Receivers of the Charged Property and may remove any Receiver so appointed and appoint another or others in its or their place. Following such demand any Receiver shall have the following powers:

10.1.1 to exercise all the powers conferred from time to time on Receivers by statute (in the case of the powers conferred by the Law of Property Act 1925 without the restrictions contained in section 103 of such Act and so that the powers set out in Schedule 1 to the Insolvency Act 1986 shall extend to the Receiver whether or not appointed as an administrator and without being restricted in any way by the remaining provisions of this clause 10.1);

10.1.2 to exercise all the powers that would be available to it if it were the sole beneficial owner of the Charged Property;

10.1.3 forthwith and without the restrictions imposed by Section 103 of the Law of Property Act 1925 to sell or concur in selling, exchange, let on hire, charter, licence, call in, collect and convert into money, or otherwise dispose of the Charged Property on such terms

as the Receiver may think fit and to use the same for any purpose that the Receiver may think fit. In carrying out this power, covenants and contractual obligations may be granted and assumed in the name of and so as to bind the Company. Any sale, lease or disposition may be for cash, shares, securities or other valuable consideration and be payable immediately or by instalments spread over such period as the Receiver shall think fit;

- 10.1.4 to carry on, manage the business of the Company or any part of it or concur in so doing, to perform any obligation of the Company relating to such matters, to exercise all rights, duties and powers of the Company in connection with the Charged Property, to institute and defend legal proceedings, to give and receive notices, to raise or borrow any money that may be required upon the security of the whole or any part of the Charged Property ranking in priority to the security created by this Deed or otherwise;
 - 10.1.5 to exploit or make use of the Charged Property with a view to profit or gain;
 - 10.1.6 to promote the formation of a subsidiary company or subsidiary companies of the Company with a view to such subsidiary company or companies purchasing the Charged Property on such terms as the Receiver may think fit and to arrange for such companies to trade or cease to trade;
 - 10.1.7 to appoint and dismiss managers, agents, officers, employees and workmen for the purposes described in this clause 10.1 or to guard or protect the Charged Property at such salaries and commissions and for such periods as the Receiver may determine;
 - 10.1.8 to do all such other acts and things as the Receiver may consider necessary or desirable in his absolute discretion for the realisation of any of the Charged Property, and to enter into any contract or arrangement whatever relating to the disposal of or other dealing with the Charged Property or any of it on such terms as Davenham or the Receiver as appropriate shall in its or his absolute discretion think fit;
 - 10.1.9 generally to use the name of the Company in the exercise of all or any of the powers conferred by this Deed; and
 - 10.1.10 to do all such other acts and things as may be considered to be incidental or conducive to any of the matters or powers aforesaid and which the Receiver lawfully may or can do as agent for the Company or which Davenham lawfully may or can do as mortgagee.
- 10.2 All monies received by any Receiver or Davenham after enforcement shall be applied:
- 10.2.1 FIRST (subject to the discharge of any prior liabilities) in payment of all costs, charges or expenses incurred by the Receiver or Davenham in the Receiver's appointment, in taking steps to recover any of the Charged Property and/or the exercise of all or any of the Receiver's or Davenham's powers and all outgoings relating thereto (including without limitation legal fees);
 - 10.2.2 SECOND in payment of the Receiver's remuneration at such rates as may be determined by Davenham at or any time before or after the Receiver's appointment (without being limited by the maximum rate specified in Section 109(6) of the Law of Property Act 1925);
 - 10.2.3 THIRD in or towards the payment of any debts or other amounts which are by statute made payable in preference to the monies secured by this Deed;
 - 10.2.4 FOURTH in or towards satisfaction of Secured Obligations in such order (whether as to principal, interest or otherwise) as Davenham may from time to time require; and
 - 10.2.5 FIFTH the surplus (if any) shall be paid to the Company or other persons entitled to it.

All the foregoing provisions shall take effect as and by way of variation and extension of the provisions of Sections 99 to 109 inclusive of the Law of Property Act 1925 which provisions so varied and extended shall be regarded as incorporated in this Deed except to the extent that they are expressly or impliedly excluded. Where there is any ambiguity or conflict between the powers contained in the said Act and those contained in this Deed, then the terms of this Deed shall prevail.

- 10.3 Any Receiver shall be deemed to be the agent of the Company and the Company shall be solely responsible for the Receiver's acts or defaults and for his remuneration. Such agency shall continue until the Company shall go into liquidation and thereafter the Receiver shall act as principal and shall not become the agent of Davenham.
- 10.4 Subject to the terms on which any Receiver is appointed, a Receiver shall be entitled to remuneration for the Receiver's services and those of his firm at a rate or rates and in an amount or amounts as from time to time agreed with Davenham and, in default of agreement, at an appropriate rate having regard to the work and responsibilities involved upon the basis of charging from time to time adopted by the Receiver in accordance with the practice of the Receiver's firm at the time. The Receiver will not be limited by the maximum rate specified in section 109(6) of the Law of Property Act 1925.
- 10.5 Neither Davenham nor any Receiver shall be under any obligation to do anything to enforce the obligations of any person, and shall not be liable to the Company for any loss or damage caused by any omission so to do.
- 10.6 If the Company shall receive any payment under or in respect of the Charged Property after demand has been made under this Deed then the Company shall immediately account to Davenham or any Receiver for it and in the meantime hold it in a separate trust account.
- 10.7 No purchaser or other person dealing with any Receiver or Davenham shall be concerned to inquire whether any power exercised or purported to be exercised by him has become exercisable or whether any money is due on the security of this Deed or as to the propriety or regularity of any sale by or other dealing with such Receiver or Davenham but any such sale or dealing shall be deemed to be within the powers conferred by this Deed and to be valid and effectual accordingly.
- 10.8 All of the powers of a Receiver under this Deed may be exercised by Davenham following demand whether as attorney of the Company or otherwise and whether or not any Receiver shall have been appointed. In the case of joint Receivers, any power or right granted under this Deed or by statute to such Receivers may be exercised jointly or severally.
- 10.9 If Davenham or any Receiver takes possession of the Charged Property Davenham or the Receiver may relinquish such possession at any time.

11. Delegation

Davenham may at any time and from time to time delegate by power of attorney or in any other manner to any person all or any of the powers, authorities and discretions which are for the time being exercisable by Davenham under this Deed in relation to the Charged Property and any such delegation may be made upon such terms and conditions (including power to sub-delegate) and subject to such regulations as Davenham may think fit and Davenham shall not be in any way liable or responsible to the Company for any loss or damage arising from any act, default, omission or misconduct on the part of any such delegate or sub-delegate.

12. Power of attorney and covenant for further assurance

- 12.1 As security for the performance of its obligations and liabilities under this Deed the Company irrevocably appoints each of the persons specified in clause 12.3 below severally to be the attorney of the Company and on its behalf and as its act and deed or otherwise:

- 12.1.1 to execute and deliver in the name of the Company all deeds, documents and/or notices which may be deemed appropriate to perfect Davenham's title to or for vesting the Charged Property in Davenham, its nominees or in any purchaser from Davenham or any Receiver or which the Company may have agreed under the terms of this Deed or otherwise to enter into or issue;
- 12.1.2 to do all such acts and things as may be required for the full exercise of the powers conferred under this Deed; and
- 12.1.3 to make any payments which the Company has covenanted to make under this Deed (which amounts will be immediately recoverable by Davenham from the Company and shall form part of the liabilities secured by this Deed),
- 12.2 The provisions of clause 12.1 are not intended to prevent the power of attorney granted in clause 10.1 operating as a general power of attorney made under section 10 of the Powers of Attorney Act 1971.
- 12.3 The persons referred to in clause 12.1 above are Davenham, any director of Davenham or person nominated in writing under the hand of any director or officer of Davenham or authorised to execute agreements on Davenham's behalf and any Receiver.
- 12.4 The Company ratifies and confirms and agrees to ratify and confirm whatever any such attorney as is mentioned in clause 12.3 shall do or purport to do in the exercise or purported exercise of all or any of the powers, acts or other matters referred to in this clause 12.
- 12.5 The Company undertakes to:
 - 12.5.1 execute such security in favour of Davenham as Davenham may from time to time require over the Charged Property;
 - 12.5.2 execute such deeds and documents and perform such acts as Davenham or any Receiver may consider necessary or desirable for the purpose of vesting in Davenham or in any Receiver title to the Charged Property or otherwise perfecting the security of Davenham under this Deed; and
 - 12.5.3 execute, in particular, a formal transfer of all Charged Property to Davenham on such terms and in such form as Davenham may require and to give such notice thereof to any persons liable in respect of any Charged Property and to do all such acts as Davenham may require to perfect such formal transfer of legal title to the Charged Property concerned to Davenham.

13. Immediate Recourse

The Company waives any right it may have of first requiring Davenham to proceed against or enforce any other rights of security or claim payment from any person before claiming from the Company under this Deed. This waiver applies irrespective of any law or any provision of a Finance Document to the contrary.

14. Notice of subsequent security

If Davenham receives notice, whether actual or constructive, of any subsequent mortgage, charge or other interest in favour of any third party affecting any part of the Charged Property, Davenham may (if it has a running or revolving account with the Company) open a new account with the Company to record the extent of the Company's obligations to Davenham. If Davenham does not open a new account it shall nevertheless be treated as if it had done so at the time when it received notice and as from that time all payments made by the Company to Davenham shall be credited or be treated as having been credited to the new account and shall not operate to reduce the amount due from the Company to Davenham at the time when it received notice as specified above.

15. Additional rights of Davenham

- 15.1 Any money received by Davenham or due to it from any Receiver under or in connection with the security of this Deed may be placed to the credit of a suspense account (with or without interest) for so long as Davenham or the Receiver shall think fit with a view to preserving the right of Davenham to prove against the Company for all monies and liabilities owing.
- 15.2 Davenham will also be entitled (but not bound) to set off against any liability of the Company secured by this Deed any amount received or receivable by Davenham on behalf of the Company or payable by Davenham to the Company and, if appropriate, to debit any account of the Company held by Davenham with the amount of any liability of the Company to Davenham arising under this Deed.
- 15.3 All rights, remedies and powers of Davenham under this Deed will be in addition to and shall not limit those conferred on Davenham by any other deed or agreement or implied by law.

16. Payments

- 16.1 All payments to be made under this Deed shall be made in cleared funds on the due date, in the currency of the liability or obligation being discharged and without any set off, restriction or condition and without any deduction for any counterclaim.
- 16.2 Payments will also be made without any deduction or withholding on account of any tax unless the Company is required by law to make any such deduction or withholding.
- 16.3 If the Company is required by law to make any deduction or withholding on account of tax then the Company will immediately pay to Davenham such additional amount as will result in Davenham receiving the same amount as it would have received if the deduction or withholding had not been made.
- 16.4 If Davenham or any Receiver receives any amount under this Deed or in the exercise of the powers conferred by it in a currency other than the currency of the liability or obligations owed to Davenham then:
- 16.4.1 Davenham or the Receiver may purchase at any time thereafter the currency of such liability or obligations with the amount received; and
- 16.4.2 Davenham or its Receiver will not be liable for any loss resulting from any fluctuation in exchange rates in the meantime.
- 16.5 A demand made under this Deed (or by reference to which this Deed is enforced) will be valid, for the purposes of this Deed, notwithstanding any inaccuracy it contains if and to the extent the Company does not pay the correct amount which should have been stated in the demand.

17. Indemnity

- 17.1 The Company agrees to indemnify and keep indemnified Davenham, any Receiver and their respective employees and agents (as separate covenants with each such person) against:
- 17.1.1 all existing and future taxes, duties, charges and outgoings at any time payable in respect of the Charged Property or by the owner of them;
- 17.1.2 all costs, claims, demands, expenses, fines and other sums (and the consequences of any proceedings brought in respect of) any breach of any law or obligation by the Company; and
- 17.1.3 all claims, actions, charges, damages, proceedings and other liabilities brought against or incurred by Davenham, any Receiver or their respective agents and employees in relation to this Deed or the exercise of the powers conferred by it or statute on such persons.

- 17.2 In addition (and without prejudice to clause 2.1.3) Davenham and every Receiver, attorney, manager, agent or other person appointed by Davenham under this Deed shall be entitled to be indemnified out of the Charged Property in respect of all liabilities and expenses incurred directly or indirectly by any of them in the execution or purported execution of any of the powers, authorities or discretions vested in them under this Deed and against all actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted in any way relating to the Charged Property and Davenham and any Receiver may retain and pay all sums in respect of such liabilities and expenses out of any money received under the powers conferred by this Deed.
- 17.3 The Company shall pay interest at a default rate at the highest rate available under the Finance Documents on any sums payable under this clause 17 from the date on which the liability was incurred to the date of payment (both before and after judgment).
- 17.4 The provisions of this Clause 17 shall continue in full force and effect notwithstanding any release or discharge of this Deed or the discharge of any Receiver from office.

18. Exclusion of liability

Davenham, its delegates and any Receiver shall not in any circumstances (including whether as mortgagee in possession or on any other basis whatsoever) be liable to account to the Company for anything except Davenham's and the Receiver's respective actual receipts or be liable to the Company for any loss or damage arising from any realisation by Davenham, its delegates or any Receiver of the Charged Property or any act or omission on relation to the Charged Property.

19. Indulgence

- 19.1 Davenham and any Receiver may at any time without discharging or in any way affecting the security created by this Deed or the rights of Davenham against the Company under this Deed:
- 19.1.1 grant to the Company or to any other person any time or indulgence or come to any arrangement or composition with or agreement not to sue any other person, including any person for whose liability the Company is a surety; or
- 19.1.2 exchange, release, notify, deal with or abstain from perfecting or enforcing any securities or guarantees or other rights which it may now have or at any time acquire from or against the Company or any other person.
- 19.2 No delay or omission of Davenham to exercise any right or power granted by this Deed shall impair any such right or power or be construed as a waiver of or acquiescence in any default by the Company and no express waiver given by Davenham in relation to any default by the Company shall prejudice the rights of Davenham under this Deed. The granting of any consent by Davenham will not prejudice the right of Davenham to grant or withhold as it thinks fit its consent to anything similar.
- 19.3 No single or partial exercise by Davenham of any power, right or remedy under this Deed shall preclude any other or further exercise thereof or the exercise of any other power, right or remedy under this Deed.

20. Effect of transfer of Davenham's assets

- 20.1 This Deed shall remain in effect and binding on the Company notwithstanding:
- 20.1.1 any amalgamation or merger that may be effected by Davenham with any other company or person; or
- 20.1.2 any reconstruction by Davenham involving the formation of transfer of the whole or any of Davenham's undertaking and assets; or

20.1.3 the sale or transfer of all or any part of Davenham's undertaking and assets to another company or person,

whether the company or person with which Davenham amalgamates or merges or the company or person to which Davenham transfers all or any part of its undertaking and assets either on a reconstruction or sale or transfer as specified above shall or shall not differ from Davenham in its objects, character or constitution.

20.2 The Company confirms that it intends that:

20.2.1 the security granted by this Deed and the provisions contained in it shall remain valid and effectual in all respects in favour of, against and with reference to; and

20.2.2 the benefit of this Deed and all rights conferred upon Davenham by it may be assigned to and enforced by,

any such company or person as is referred to in clause 20.1 above and proceeded on in the same manner to all intents and purposes as if such company or person had been named in this Deed instead of or in addition to Davenham.

21. Reinstatement

If Davenham considers that any amount paid or credited to any member of the Financing Group under this Deed is capable of being avoided, reduced or otherwise set aside:-

21.1 that amount shall not be considered to have been paid for the purposes of determining whether the Secured Obligations have been irrevocably and unconditionally paid and discharged; and

21.2 the liability of the Chargor and the security created by this Deed shall continue as if that amount had not been paid or credited.

22. Service of notices

22.1 A notice may be served by Davenham or any Receiver on the Company by leaving it at, or by sending it by first class prepaid post or facsimile addressed to the Company:

22.1.1 at the address of the Company shown above; or

22.1.2 at the address of the Company's registered office as notified to the Registrar of Companies from time to time; or

22.1.3 in the case of service by facsimile, if sent to the Company on the fax number shown above or such other number as the Company may from time to time notify Davenham in writing.

22.2 Any notice served by post shall be deemed to have been served at 10.00 am on the second business day following that on which it is posted unless:

22.2.1 the notice shall be posted after the time at which the last post collection is made in which case it shall be deemed to be served at 10.00 am on the third business day following; or

22.2.2 there is a national or local suspension, curtailment or disruption of general postal services which affects the collection of the notice.

A notice sent to the Company's registered office as notified to the Registrar of Companies at the relevant time will be deemed properly served even if it is returned as undelivered.

22.3 Any notice served personally on the Company in accordance with clause 18.1 above will be deemed to be served at the time when it is left at such place as is described in clause 18.1 and a notice served by facsimile will be deemed served at the moment of dispatch (unless

despatched after 5.00 p.m. in which case it will be deemed served at 9.00 am on the following business day).

22.4 Any notice to be sent by the Company to Davenham must be sent by prepaid post to Davenham at the address first specified above and marked for the attention of its Managing Director or to such other address or person or department as Davenham may from time to time specify. Any notice sent to Davenham will not be deemed received until actually delivered to Davenham.

22.5 In this clause 22 the expression "notice" includes any demand, consent or other communication made under or in relation to this Deed.

22.6 The methods of service described in this clause 22 will not affect the validity of any other effective method of service.

23. Miscellaneous

23.1 If any provision (or part) of this Deed shall be found by a court or competent authority to be void or unenforceable, the invalidity or unenforceability of that provision (or the part concerned) shall not affect the other provisions of this Deed (including the part of the provision not affected) which shall remain in full force and effect.

23.2 Both of the parties to this document intend it to be a deed and the Company agrees to execute and deliver it as a deed. The Company gives authority to its solicitors to deliver it on behalf of the Company, and gives authority to the solicitors acting for Davenham to insert the date of delivery in this document.

23.3 This Deed may be executed in any number of counterparts and by the parties on separate counterparts, but all counterparts taken together shall constitute but one and the same instrument.

23.4 Nothing in this Deed excludes any liability for fraud.

24. Third Parties

24.1 A person (other than successor, permitted assigns or members of the Financing Group authorised pursuant to clause 1.6) who is not a party to this Deed has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Deed.

24.2 No consent shall be required from any member of the Financing Group to any variation, supplement or other amendment to this Deed.

25. Applicable law and jurisdiction

25.1 English law is the law applicable to this Deed.

25.2 The parties to this Deed irrevocably agree that, for the exclusive benefit of Davenham, the courts of England shall have jurisdiction to determine any dispute which may arise out of or in connection with this Deed. This agreement shall not limit the right of Davenham to bring any proceedings against the Company in any other court of competent jurisdiction whether concurrently or not.

IN WITNESS WHEREOF the parties have executed this Deed on the date first written above.

SCHEDULE 1

The Premises

Cleave Farm, Templeton, Tiverton, Devon EX16 8BP


SCHEDULE 2

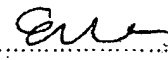
The Equipment

Equipment Description	Serial No.	Location
One used 2021 Hitachi ZX130LCN-6 US EPA approval, hyd Q/H, aux line, C/V, A/C, refuelling pump, handrails, 360 camera, autolube system, roofbar & cab lights	HCMDAQ51V00514293	The Premises

EXECUTED as a DEED by GFL DAIRY LIMITED
acting by two directors or one director in the
presence of a witness:

)
)
)

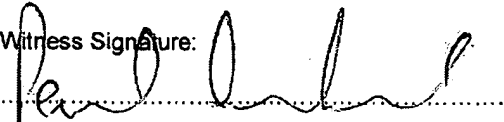
x 
Director

x 
Director

Witness name:

PAUL LOVBLICK

Witness Signature:



Witness Address:

55 KING STREET

MANCHESTER M2 4LP

SIGNED for and on behalf of
DAVENHAM ASSET FINANCE LIMITED

)
)


Authorised Signatory



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9538234

Charge code: 0953 823 4 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 8th December 2022 and created by GFL DAIRY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 13th December 2022 .

Given at Companies House, Cardiff on 15th December 2022



Companies House



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