



Registration of a Charge

Company name: **TRITAX SYMMETRY (ASTON CLINTON) LTD**
Company number: **11411008**



XA0UN2E3

Received for Electronic Filing: **23/03/2021**

Details of Charge

Date of creation: **23/03/2021**
Charge code: **1141 1008 0002**
Persons entitled: **ARLA FOODS LIMITED**
Brief description: **THE FREEHOLD PROPERTY AT ARLA NORTH AND NORTH WEST SITES, COLLEGE ROAD NORTH, ASTON CLINTON, BUCKS, HP22 5WJ (PHASE 2) BEING PART OF THE LAND REGISTERED AT THE LAND REGISTRY UNDER TITLE NUMBER BM368148.**
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:

WALKER MORRIS LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 11411008

Charge code: 1141 1008 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 23rd March 2021 and created by TRITAX SYMMETRY (ASTON CLINTON) LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd March 2021 .

Given at Companies House, Cardiff on 24th March 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

DATED 23rd March 2021

TRITAX SYMMETRY (ASTON CLINTON) LTD (1)

and

ARLA FOODS LIMITED (2)

LEGAL CHARGE OF LAND AT COLLEGE ROAD NORTH, ASTON CLINTON,
AYLESBURY, BUCKS HP22 5WJ (PHASE 2)

WALKER MORRIS LLP

33 Wellington Street

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WALKER
MORRIS



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LAND REGISTRATION ACT 2002

Administrative area Buckinghamshire

Title number(s)

Property Has the meaning given to it in the Agreement (as defined in clause 1 below)

THIS LEGAL CHARGE is made on 23rd March 2021

BETWEEN:

- (1) **TRITAX SYMMETRY (ASTON CLINTON) LTD** (company number 11411008) whose registered office is at Unit B, Grange Park Court, Roman Way, Northampton NN4 5EA (**the Chargor**); and
- (2) **ARLA FOODS LIMITED** (company number 02143253) whose registered office is at Arla House, 4 Savannah Way, Leeds Valley Park, Leeds, LS10 1AB (**the Chargee**)

THIS DEED witnesses:

1 DEFINITIONS AND INTERPRETATION

1.1 For all purposes of this Legal Charge the terms defined in this clause 1 have the meanings specified below:

the Agreement: means an agreement dated 23rd March 2021 made between the Chargee and the Chargor in relation to the Property;

Charge: means legal charge granted by this deed;

the Charged Property: means the whole, part or parts of Property which remains from time to time subject to the security under this Legal Charge;

Deferred Consideration: means the Price payable in accordance with clause 2.5.2 of the Agreement

Delegate: means any person appointed by the Chargee or any Receiver under clause 10.4 and any person appointed as attorney of the Chargee, Receiver or Delegate;

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Disposition: has the meaning given to it in the Agreement and Dispose and Disposition shall be construed accordingly;

Other Sums: any sums payable to the Chargee pursuant to clause 6 of the Agreement;

Permitted Disposal: has the meaning given to it in the Agreement;

the Price: shall have the meaning given to it by the Agreement;

Property: shall have the meaning given to it by the Agreement;

Receiver: means a receiver or a receiver and manager of any or all of the Charged Property;

Release Documents: means the documents referred to in clause 4.3 of the Agreement;

Secured Sums: means both the Deferred Consideration and the Other Sums;

VAT: means value added tax or any other tax of a similar nature and unless otherwise expressly stated all references to sums payable by the Chargor are exclusive of VAT.

1.2 Headings

The clause and schedule headings do not form part of this document and are not to be taken into account in its construction or interpretation.

1.3 Interpretation of 'the Chargor' and 'the Chargee'

Unless the context otherwise requires the expressions 'the Chargor' and 'the Chargee' include their respective successors and assigns whether immediate or derivative and where appropriate the survivors or survivor of them and where either party comprises two or more persons include any one or more of those persons.

1.4 Joint and several liability

Where any party to this deed for the time being comprises two or more persons, obligations expressed or implied to be made by or with that party are deemed to be made by or with the persons comprising that party jointly and severally.

1.5 Obligation not to permit or suffer

Any covenant by the Chargor not to do anything includes an obligation to use its reasonable endeavours not to permit or suffer that thing to be done by another person under its control.

- 1.6 Insofar as it is necessary to interpret and construe the provisions of this Legal Charge the definitions comprised within the Agreement shall also, to the extent necessary, be incorporated into this Legal Charge.

2 BACKGROUND

2.1 Title

By virtue of completion of the Agreement and as at the date of this Legal Charge the Chargor is entitled to be registered at the Land Registry as proprietor with title absolute of the Property.

2.2 Agreement to lend

By the Agreement the Chargor has agreed to pay the Deferred Consideration and the Other Sums in relation to and in accordance with the Property.

2.3 Intent of parties

This deed shall secure payment of the Secured Sums and interest thereon in the event that the Chargor fails to pay the Deferred Consideration or the Other Sums (if any) on the due dates in accordance with clause 2.5.2 and clause 6 respectively of the Agreement.

2.4 Lien

Notwithstanding any provisions of this deed the Chargee agrees that no lien shall be granted in respect of the Secured Sums or any sum due under the Agreement or this deed.

3 PAYMENT OF PRINCIPAL, INTEREST AND COSTS

The Chargor covenants with the Chargee as set out in this clause 3.

3.1 Payment of Principal

3.1.1 The Chargor covenants with the Chargee to pay the Secured Sums in accordance with clause 2.5.2 and clause 6 of the Agreement together with any interest or other sum payable under this security.

3.1.2 For the avoidance of doubt, the Chargor is not obliged to but shall be entitled to pay any of the Deferred Consideration prior to the due date for payment.

3.2 Costs, charges, expenses and other liabilities

3.2.1 Payment of costs, charges, expenses and other liabilities

The Chargor covenants with the Chargee to pay to the Chargee within 14 days of demand, and on a full and unlimited indemnity basis, all reasonable and proper costs, charges, expenses and liabilities paid and incurred by the Chargee (whether directly or indirectly) acting reasonably in relation to a breach by the Chargor of the obligations owed under this deed (including all proper legal and other professional costs and fees and disbursements and VAT on them) together with interest from the date 14 days after demand until payment by the Chargor at the rate of 3% above the base rate of Lloyds Bank Plc.

3.2.2 Costs included

Without prejudice to the generality of the provisions of that clause, the Chargor's liability under clause 3.2.1 will include the proper costs, charges, expenses and liabilities incurred in relation to or arising out of:

- (a) the exercise of any power, right or discretion conferred by this deed or by law on the Chargee;
- (b) any material default by the Chargor in compliance with the obligations imposed by the terms of this deed.

4 LEGAL CHARGE

The Chargor, with full title guarantee, charges the Property to the Chargee by way of first legal mortgage as security for payment or discharge of all the Secured Sums covenanted to be paid or discharged by the Chargor to the Chargee under clauses 3.1 and 3.2 hereof.

5 CHARGOR'S REPRESENTATIONS AND WARRANTIES

The Chargor as at the date hereof represents and warrants to the Chargee as set out in this clause 5.

5.1 No charge over Property

There exists at the date hereof no charge, mortgage, encumbrance or other security interest over the Property other than in the title disclosed by the Chargee to the Chargor in accordance with the terms of the Agreement.

5.2 Contravention of other liabilities

The execution of and the observance and performance of the Chargor's obligations under this Legal Charge does not and will not contravene any other charge, mortgage, lease, loan facility or other agreement binding upon the Chargor and to the extent that it would contravene, such contravention would not have a material adverse affect on the ability of the Chargor to meet its payment obligations under the Agreement.

5.3 Solvency

At the time of entering into this deed the Chargor is not insolvent and knows of no circumstances in the case of a company or limited liability partnership that would entitle any creditor to appoint a receiver or administrator or to petition for winding up or in the case of an individual to petition for bankruptcy and in either case that would entitle a creditor to exercise any rights over or against the assets of the Chargor.

5.4 Capacity

The execution of and the observance of the Chargor's obligations under this Legal Charge does not and will not contravene any of the provisions of its memorandum and articles of association.

6 CHARGOR'S COVENANTS AS TO THE PROPERTY

The Chargor covenants with the Chargee as set out in this clause 6.

6.1 Inspection

The Chargor will permit the Chargee and his representatives at all reasonable times and upon reasonable notice to enter upon any unbuilt upon parts of the Charged Property or any part of it (but not within any dwelling occupied by any third party), subject to the

terms of any leases or tenancies to inspect the state and condition of the buildings, fixtures and fittings, services and service media in, on or associated with the Charged Property without the Chargee becoming liable as mortgagee in possession.

6.2 General covenant to comply with statutes etc

The Chargor will ensure that any legislation, regulations or bye-laws for the time being in force applicable to the Charged Property are complied with in all material respects to the extent that any failure to comply would have a material adverse effect upon the value of the Charged Property as a security for the Secured Sums.

6.3 General covenant to produce notices etc

The Chargor will without unreasonable delay produce to the Chargee any order, direction, permission, notice, claim or other matter served upon the Chargor by any third party in relation to the Charged Property and which would have a material adverse effect upon the value of the Property as a security for the Secured Sums, and will allow the Chargee to make a copy of it.

6.4 Compliance

The Chargor may comply with any order, direction, permission, notice, claim or other matter referred to in clause 6 in any manner it deems appropriate Provided That the Chargor's actions or omission does not have a material adverse effect on the value of the Charged Property as security for the Secured Sums.

6.5 Not to dispose

The Chargor must not without the previous consent in writing of the Chargee:

6.5.1 grant or agree to grant any lease, agreement for lease or licence in respect of the Charged Property (or any part of it), or part with or share possession of the Property (or any part of it) or grant any legal or equitable interest in or right over the Charged Property (or any part of it); or

6.5.2 make any Disposition of the Charged Property (or any part of it) or any estate or interest in the Property (or any part of it);

otherwise than for and Permitted Disposal which may be disposed of free from the provisions of the Legal Charge.

6.6 Other charges

The Chargor shall not without the previous consent in writing of the Chargee (such consent not to be unreasonably withheld or delayed and then only to the extent permitted by and in accordance with any conditions attached to such consent acting reasonably) create or permit to subsist any mortgage, pledge, charge, lien or other security interest in the Charged Property other than this security.

6.7 Insurance

The Chargor shall, at its expense use reasonable endeavours to procure that where the Charged Property is under the control of a building contractor under a building contract, the building contractor insures the Charged Property in accordance with the Building Contract and shall, prior to such time, at its expense ensure that the Charged Property is insured in respect of third party liabilities.

6.8 Restriction

The Chargor shall on the date hereof apply to the Land Registrar on form RX1 (or such other equivalent form as the Land Registry may require) for a restriction to be entered onto the Proprietorship Register of the Property in the form of the restriction set out below:

"No disposition of the Property by the proprietor of the registered estate is to be registered without a written certificate signed by Arla Foods Limited or its conveyancer confirming that the disposition is one which falls within the definition of Permitted Disposal as defined in a legal charge dated 23rd March 2021 in favour of Arla Foods Limited"

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and shall do whatever acts or things as may be required in order to procure the entry of such restriction onto the Proprietorship Register of the Charged Property and shall provide evidence of the registration of the same to the Chargee by way of official entries within five working days of the issue by the Land Registry of the same.

7 DISCHARGE OF SECURITY

7.1 Upon receipt of the Secured Sums by the Chargee in cleared funds, the Chargee shall execute and deliver to the Chargor the Release Documents in respect of the remaining Charged Property and shall do all such deeds acts and things as may be necessary to release the remaining Charged Property from this legal charge.

7.2 The Chargor and the Chargee shall use reasonable endeavours to ensure that they make their authorised signatories available at all reasonable times so as to ensure the parties can expeditiously comply with their respective obligations in this Legal Charge.

8 FURTHER ASSURANCE

The Chargor shall, at its own expense, take whatever action (including, without limitation, payment of all stamp duties and other registration fees) the Chargee may reasonably require for perfecting or protecting this Legal Charge and the exercise of any right, power or discretion exercisable by the Chargee or any of its delegates or sub delegates in respect of the Charged Property.

9 POWER OF ATTORNEY

9.1 Appointment

9.1.1 The Chargor by way of security and in order to more fully secure the performance of the Chargor's obligations under this deed irrevocably appoints at any time following this deed becoming enforceable in accordance with clause 10.1.2 the Chargee and the persons deriving title under it and separately any Receiver and/or Delegate jointly and severally to be its attorney for and on behalf of the Chargor to execute and do any acts and things that:

- (a) the Chargor is required to execute and do under this deed; or
- (b) any attorney deems necessary in exercising any of the rights, powers, authorities and discretions conferred by this deed or by law on the Chargee, any Receiver or any Delegate.

9.2 Costs

Any reasonable costs, expenses and liabilities incurred by the Chargee or any receiver (including any substitute or delegate) in connection with the exercise of any of the powers conferred under clause 9.1 above shall form part of the monies secured by this Legal Charge and shall be treated as immediately owing by the Chargor to the Chargee.

9.3 Ratification

The Chargor ratifies and confirms whatever any attorney does or purports to do under its appointment under clause 9.1.

10 CHARGEES' POWERS AND RIGHTS

10.1 Exercise of statutory powers

10.1.1 Exclusion of Section 103

The Law of Property Act 1925 Section 103 shall not apply to this Legal Charge.

10.1.2 Enforcement of security and exercise of power of sale

At any time after the money secured by this deed has become properly due and payable and 5 working days written notice of the same is served on the Chargor the security shall be immediately enforceable and the Chargee's power of sale as amended or varied by this deed shall be immediately exercisable in respect of the whole or any part of the Property without the restrictions contained in the Law of Property Act 1925 as to the giving of notice or otherwise.

10.2 Extension of statutory powers

10.2.1 Power of sale

The power of sale conferred upon mortgagees by the Law of Property Act 1925 shall be extended so as to authorise any person exercising it to do so by selling the Property or any part of it in such manner and on such conditions as to payment of the purchase price and otherwise as the Chargee may think fit PROVIDED THAT the Chargee and any body appointed pursuant to the security created by this deed shall continue to have a duty of care to the Chargor to obtain fair and market value taking into account the circumstances existing at the time for the sale or disposal of the Charged Land and PROVIDED ALWAYS THAT the provisions of clause 12 shall continue to bind any person exercising the powers set out in this clause 10.

10.2.2 Powers of leasing and accepting surrenders

By way of extension of the powers contained in the Law of Property Act 1925 Sections 99 and 100 the Chargee shall at any time or times hereafter (and whether or not he has entered into or is in possession of the Property or has appointed a receiver who is still acting) be entitled to grant or vary or reduce

any sum payable under, or accept surrenders of, leases of the Property or any part or parts of it or agree to do so without restriction in such manner and on such terms and conditions as the Chargee shall think fit. PROVIDED THAT the Chargee and any body appointed pursuant to the security created by this deed shall continue to have a duty of care to the Chargor to obtain fair and market value taking into account the circumstances existing at the time for the sale or disposal of the Charged Land and PROVIDED ALWAYS THAT the provisions of clause 12 shall continue to bind any person exercising the powers set out in this clause 10. For the purposes of the exercise of these powers the provisions of the Law of Property Act 1925 Section 99 shall be deemed to have been enacted with the omission of the Law of Property Act 1925 Section 99(18).

10.2.3 General

At any time after this security has become enforceable and 5 working days written notice of the same is served on the Chargor, and notwithstanding the appointment of any receiver the Chargee may at his absolute discretion exercise any power which a receiver appointed by him could exercise and for these purposes the Chargor authorises the Chargee to exercise the option to tax under the Value Added Tax Act 1994 Schedule 10 Paragraph 2(1) on behalf of the Chargor in respect of the Property.

10.2.4 No Liability as Mortgagee in Possession

Neither the Chargee nor any receiver shall be liable to account as a mortgagee in possession in respect of all or any part of the Charged Property or be liable for any loss upon realisation or for any neglect, default or omission for which a mortgagee in possession might otherwise be liable.

10.2.5 No Liability

None of the Chargee, its delegate(s), nominee(s) or any Receiver shall be liable for any loss by reason of (a) taking any action permitted by this Deed or (b) any neglect or default in connection with the Charged Property or (c) taking possession of or realising all or any part of the Charged Property.

10.2.6 Exclusion of liability

Save as expressly set out above, the powers referred to in or granted or varied or extended by this clause 10.2 shall be properly exercisable free from any liability on the part of the Chargee or the person exercising them to the Chargor or any other interested person, whether in contract, tort or otherwise.

10.3 Powers in respect of furniture and effects

10.3.1 Power to remove and dispose

At any time after this security has been enforced and written notice of the same is served on the Chargor the Chargee may following the issue of not less than 5 Working Days' notice to the Chargor, as agent for and on behalf of the Chargor and at the expense of the Chargor, remove, store, preserve, sell or otherwise dispose of any livestock or any furniture, effects, chattels or other items situate at or in the Charged Property which are not charged by this Legal Charge and which are solely owned by the Chargor and not subject to any charge, loan agreement, lien or other security subject to the terms of any lease or tenancy in place PROVIDED THAT the Chargee shall use reasonable endeavours to procure a reasonable market value for such things and shall not dispose of them separately where they are required for the sale of any Dwelling to the Charged Land.

10.3.2 Exclusion of liability

The Chargee will have no liability to the Chargor for any loss incurred in connection with any removal, storage, preservation, sale or disposal referred to in clause 9.3.1 where the Chargee has acted in a reasonable and prudent manner in accordance with the term of clause 9.3.1.

10.3.3 Proceeds of sale

To the extent the Chargor does not comprise an individual or individuals, the Chargee will have the right to set off any proceeds of sale against the sums due under this security. To the extent the Chargor comprises an individual or individuals, the Chargee will pay any net proceeds of any sale (after payment of removal, storage and preservation costs and the costs of the sale) to the Chargor on demand.

10.3.4 Nature of security

To the extent the Chargor comprises an individual or individuals, the provisions of this clause 9.3 are not intended to grant to the Chargee any rights in, or any charge or security over, any livestock, furniture, effects, chattels or other items or the proceeds of any sale of them so as to constitute this security a bill of sale.

10.4 Power to appoint a receiver

10.4.1 Appointment

At any time after this security becomes enforceable and 5 working days written notice of the same is served on the Chargor, or at the request of the Chargor, the Chargee may by writing under hand appoint any person or persons to be a receiver of all or any part of the Property.

10.4.2 Removal

The Chargee may at any time and from time to time by writing under hand remove any receiver so appointed and appoint another in his place or appoint an additional person as receiver.

10.4.3 Remuneration

The Chargee may, either at the time of appointment or at any time subsequently and from time to time, fix the remuneration of any receiver so appointed.

10.4.4 Restrictions

None of the restrictions imposed by the Law of Property Act 1925 in relation to the appointment of receivers or as to the giving of notice or otherwise shall apply.

10.4.5 Power to act severally

Where more than one receiver is appointed they shall have the power to act severally.

10.4.6 Agency

Any receiver appointed under this clause 10.4 shall be the agent of the Chargor for all purposes and the Chargor shall be solely responsible for his acts or defaults and for his remuneration.

10.4.7 General powers

Any receiver appointed under this clause 10.4 shall have all the powers conferred on mortgagees or receivers by the Law of Property Act 1925 (but without the restrictions contained in the Law of Property Act 1925 Section 103) and on administrative receivers by the Insolvency Act 1986 Schedule 1 except to the extent to which those powers are expressly or impliedly excluded by the terms of this deed. In the event of ambiguity or conflict the terms of this deed will prevail.

10.4.8 Specific powers

In addition to the powers referred to in clause 10.4.7 any receiver appointed under this clause 10.4 shall have power at his discretion, to such extent and upon such terms as he may in his absolute discretion think fit, and notwithstanding the administration or liquidation or, as appropriate, bankruptcy, death or mental incapacity of the Chargor, to do or omit to do anything which the Chargor could do or omit to do in relation to all or any part of the Charged Property. In particular (but without limitation) any such receiver shall have the power:

- (a) to take possession of, collect and get in all or any part of the Charged Property and for that purpose bring any proceedings in the name of the Chargor or otherwise;
- (b) to raise or borrow money (whether from the Chargee or otherwise) to rank for payment in priority to this security and with or without a charge on all or any part of the Charged Property;
- (c) to sell (whether by public auction or private contract or otherwise), lease, vary, renew or surrender leases or accept surrenders of leases (without needing to observe the provisions of the Law of Property Act 1925 Sections 99 and 100) of, or otherwise dispose of or deal with all or any part of, the Charged Property or of rights associated with all or

any part of the Charged Property or to concur in so doing whether in the name or on behalf of the Chargor or otherwise;

- (d) to seize and sever all or any fixtures at or in the Charged Property owned by the Chargor (free from charge or security) other than, to the extent the Chargor comprises an individual or individuals, trade machinery as defined by the Bills of Sale Act 1878 and sell the same separately from the Charged Property or its site, subject to the terms of any lease or tenancy in place;
- (e) to settle, arrange, compromise or submit to arbitration any accounts, claims, questions or disputes whatsoever which may arise in connection with any business of the Chargor at the Charged Property or the Charged Property or in any way relating to this security;
- (f) to bring, take, defend, compromise, submit to arbitration or discontinue any actions, suits or proceedings whatsoever whether civil or criminal which may arise in connection with or the Charged Property or in any way relating to this security;
- (g) to disclaim, abandon or disregard all or any outstanding contracts of the Chargor provided that all monies for works, services and/or supplies to or at the Property up to the date of enforcement of the security are paid and to allow time for payment of any debts either with or without security;
- (h) to repair, insure, manage, protect, improve, enlarge, develop, build, complete or reconstruct or replace all or any part of the Property and to apply for and obtain any appropriate permissions, approvals, consents or licences;
- (i) to acquire by purchase, lease or otherwise on reasonable and proper terms taking into account the position of the Chargor and Receiver's appointment any further property, assets or rights required for the sale or realisation of the Charged Property;
- (j) to appoint, employ and dismiss managers, officers, contractors and agents for the sale or realisation of the Charged Property; and

- (k) to do (whether in the name of the Chargor or otherwise) all such other acts and things as he may consider necessary or desirable for the preservation, management, improvement or realisation of the Charged Property or as he may consider incidental or conducive to any of the above matters or to the exercise of any of the above powers and for these purposes the Chargor authorises the receiver to exercise the option to tax under the Value Added Tax Act 1994 Schedule 10 Paragraph 2(1) on behalf of the Chargor in respect of the Charged Property where it would aid the recovery of any monies owed by the Chargor under this Legal Charge.

10.4.9 Application of money

All money received by any receiver shall be applied by him in the following order:

- (a) in payment of the costs, charges and expenses of and incidental to the appointment of the receiver and the exercise of all or any of his powers and of all outgoings paid by him (including preferential debts);
- (b) in payment to the receiver of such remuneration as may be agreed between him and the Chargee at, or at any time and from time to time after, his appointment;
- (c) in or towards satisfaction of the amount owing on this security

with the surplus (if any) being paid to the Chargor or other persons entitled to it.

10.5 Right to consolidate

The Law of Property Act 1925 Section 93 (restricting the Chargee's right of consolidation) shall not apply to this security.

11 EXERCISE OF CHARGEES POWERS AND RIGHTS

For the avoidance of doubt the rights powers and remedies granted to the Chargee by this deed or otherwise implied in his favour may only be exercised by those who comprise the Chargee together.

12 PROTECTION OF THOSE DEALING WITH CHARGEES OR RECEIVERS

No person dealing with the Chargee or any receiver appointed by him shall be concerned, bound or entitled to inquire or be affected by notice as to any of the following matters:

- 12.1 whether this security has become enforceable;
- 12.2 whether any power exercised or purported to be exercised under this Legal Charge has arisen or become exercisable;
- 12.3 the propriety, regularity or purpose of the exercise or purported exercise of any such power;
- 12.4 whether any money remains due under the security; or
- 12.5 the necessity or expediency of the stipulations and conditions subject to which any disposition shall be made

and the receipt of the Chargee or any receiver for any money shall effectually discharge the person paying from those matters and from being concerned to see to the application or being answerable for the loss or misapplication of that money.

13 INDULGENCE AND WAIVER

The Chargee may at any time or times without discharging or diminishing or in any way prejudicing or affecting this security or any right or remedy of the Chargee under this Legal Charge grant to the Chargor, time or indulgence, further credit, loans or advances or enter into any arrangement or variation of rights or, either in whole or in part, release, abstain from perfecting or enforcing or neglect or fail to perfect or enforce any remedies, securities, guarantees or rights which he may now or subsequently have from or against the Chargor or any other person.

14 DEMANDS AND NOTICES

14.1 Form and mode of deemed service

A demand or notice by the Chargee under this Legal Charge must be in writing and shall be deemed to have been properly served on the Chargor if served personally on:

- 14.1.1 the Chargor if an individual; or

14.1.2 any one of the directors or the secretary of the Chargor if a limited company;
or

14.1.3 any member of the Chargor if a limited liability partnership

or by first class letter post addressed to the Chargor at or by delivery to his usual or last known place of abode or business or as appropriate its registered office or at any of its principal places of business.

14.2 Time of service

Service shall be deemed to be effected notwithstanding the death or, as appropriate, dissolution of the Chargor:

14.2.1 at 10.00 hours on the second business day (being a day when the United Kingdom clearing banks are open for business in the City Of London) immediately following the day of posting if given by first class letter post irrespective of the time or date of actual delivery or of lack of delivery; and

14.2.2 when left at the property concerned if delivered.

14.3 Other methods of service

The methods of service described in clause 13.1 are in addition, and without prejudice, to any other method of service prescribed or permitted by law and in particular to the provisions of the Law of Property Act 1925 Section 196.

14.4 Multiple Chargors

If the expression 'the Chargor' includes more than one person, service on any one person shall be deemed to constitute service upon all such persons.

15 VALIDITY AND SEVERABILITY

15.1 Enforceability

Each of the provisions of this Legal Charge is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions shall not be affected or impaired.

15.2 Lack of capacity

If this Legal Charge is executed by or on behalf of more than one person and any one or more of those persons is not bound by its provisions (whether by reason of lack of capacity or improper execution or for any other reason), the remaining parties shall continue to be so bound as if those who are not bound had not been parties to the security.

16 EXCLUSION OF THIRD PARTY RIGHTS

Nothing in this Legal Charge is intended to confer any benefit on any person who is not a party to it.

17 GOVERNING LAW AND JURISDICTION

17.1 Construction

This Legal Charge shall be governed by and construed in accordance with English law.

17.2 Jurisdiction of English courts

It is irrevocably agreed for the exclusive benefit of the Chargee that the courts of England are to have jurisdiction to settle any disputes which may arise out of or in connection with this Legal Charge and that accordingly any suit, action or proceeding arising out of or in connection with this Legal Charge may be brought in those courts.

IN WITNESS whereof the parties hereto have signed this instrument as a Deed the date and year first before written

Executed as deed by **ARLA FOODS LIMITED**

acting by [] a director,

in the presence of:

Director

ASH AMIRAHMADI

Witness signature:

Witness name: KAREN SHIELDS

Address:

Occupation:

Executed as a deed by

TRITAX SYMMETRY MANAGEMENT LIMITED

acting by Christian Matthews, a director,

as attorney for and on behalf of

TRITAX SYMMETRY (ASTON CLINTON) LTD

under a power of attorney dated 14 February 2020

in the presence of:

Director

Witness signature:

Witness name:

Address:

Occupation:

Executed as deed by **ARLA FOODS LIMITED**

.....

acting by [] a director,

Director

in the presence of:

Witness signature:

Witness name:

Address:

Occupation:

Executed as a deed by

TRITAX SYMMETRY MANAGEMENT LIMITED

acting by Christian Matthews, a director,

as attorney for and on behalf of

TRITAX SYMMETRY (ASTON CLINTON) LTD

under a power of attorney dated ^{9 March 2021}~~14 February 2020~~

in the presence of:

Director

Witness signature:

Witness name:

Gabri Matthews

Address:

Occupation: