



# **Registration of a Charge**

# Company Name: NEW EARTH SOLUTIONS (WEST) LIMITED Company Number: 06968057

Received for filing in Electronic Format on the: 07/02/2022

# **Details of Charge**

Date of creation: 04/02/2022

Charge code: 0696 8057 0015

Persons entitled: DE LAGE LANDEN LEASING LIMITED

Brief description:

Contains fixed charge(s).

Contains floating charge(s).

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 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.

Certified by: SIMON ASHCROFT



XAXBQ29M



# CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6968057

Charge code: 0696 8057 0015

The Registrar of Companies for England and Wales hereby certifies that a charge dated 4th February 2022 and created by NEW EARTH SOLUTIONS (WEST) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 7th February 2022.

Given at Companies House, Cardiff on 8th February 2022

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006







	Customer (the "Customer")	Beneficiary (the "Beneficiary")
Name:	New Earth Solutions (West) Limited	De Lage Landen Leasing Limited
Address:	The Mrf Station Road, Caythorpe, Grantham, Lincolnshire, England, NG32 3EW	Building 7, Croxley Park, Watford, Herts, WD18 8YN
Company No. (if applicable):	06968057	2380043
Secured Agreements:	Agreements:       (1) The Sale & Hire-Purchase Back Letter between the Customer and the Beneficiary dated on or about the date of this Deed (the "Sale & HP Letter"); and         (2) The Hire Purchase Agreement between the Customer and the Beneficiary dated on or about the date of this Deed (the "Customer Agreement").	

#### It is agreed as follows:

#### 1 Definitions and Interpretation

1.1. Terms used but not defined in this Deed shall have the meanings given to them in the Secured Agreement. In this Deed:

"Business Day" means a day other than a Saturday or Sunday in England when banks in London are open for business.

**"Delegate"** means any person appointed by the Beneficiary or any Receiver pursuant to Clause 16, and any person appointed as attorney of the Beneficiary, Receiver or Delegate.

"Enforcement Event" means a Termination Event that is continuing.

"Excluded Property" means Secured Assets which are held by the Customer subject to a legal, valid and binding restriction, which either precludes absolutely the creation of Security over that Secured Asset or requires the consent of any third party.

"Goods" means the Goods identified in the Schedule to this Agreement.

"Goods Insurance" has the meaning given to such term in Clause 11.1(a).

**"Insurance Policies"** means the contracts and policies of insurance effected or maintained from time to time in respect of the Goods Insurance.

"Liability Insurance" has the meaning given to such term in Clause 11.1(b).

"LPA" means the Law of Property Act 1925.

"Receiver" means a receiver, receiver and manager or administrative receiver appointed by the Beneficiary under Clause 14.

"Relevant Agreements" means (i) each agreement for the maintenance, repair or upkeep of the Goods and any guarantee, warranty or security for the performance of any such agreement; and (ii) all other contracts, guarantees, appointments, warranties, indemnities and other documents relating to the Goods to which the Customer is a party, which are in its favour or of which it has the benefit.

#### "Related Rights" means:

- the benefit of and all of the Customer's rights in and to the Relevant Agreements;
- (b) all the Customer's rights in respect of all Insurance Policies including all claims, the proceeds of all claims, and all returns of premiums in connection with the foregoing; and

(c) all licences, consents and authorisations (statutory or otherwise) held or required in connection with the use of any Secured Assets, and all rights in connection with them.

"Security" means any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect.

"Secured Agreement" means each agreement between the Customer and the Beneficiary identified above together with all documents entered into by the Customer pursuant to such agreement or in connection therewith;

"Secured Assets" means all the assets, property and rights of the Customer for the time being and from time to time comprised in or subject to this Deed (and references to the Secured Assets shall include references to any part of them).

"Secured Liabilities" means all monies, obligations, and liabilities that are now or at any time hereafter due, owing or payable by the Customer to the Beneficiary, in any currency, whether actual or contingent and whether owed jointly or severally, as principal or surety, or in any other capacity, on any account whatsoever pursuant to a Secured Agreement or this Deed or as a consequence of any breach, non-performance, disclaimer or repudiation by the Customer (or any by liquidator, receiver, administrator or any similar officer of the Customer) of any of its obligations under each Secured Agreement or this Deed, together with all interest (including, without limitation, default interest) accruing in respect of those obligations or liabilities.

"Security Period" means the period starting on the date of this Deed and ending on the date on which the Beneficiary is satisfied that all the Secured Liabilities have been unconditionally and irrevocably paid, performed and discharged in full and no further Secured Liabilities are capable of being outstanding.

"Termination Event" means the occurrence of an event or existence of circumstances pursuant to which Beneficiary is entitled to terminate a Secured Agreement (in accordance with the terms of such Secured Agreement).

- 1.2. Clause and paragraph headings shall not affect the interpretation of this Deed.
- 1.3. A "Party" means a party to this Deed. Any reference to a Party includes a reference to its personal representatives, successors and permitted assigns and transferees.
- 1.4. A "person" includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium, partnership or other entity (whether having separate legal personality or not).
- 1.5. any "applicable law" includes, without limitation, (i) applicable laws, acts, codes, conventions, decrees, decree-laws, legislation,

VAT Number 621 7649 29 I Registered in England No. 2380043 I Registered Office: Building 7, Croxley Park, Hatters Lane, Watford, Herts, WD18 6YN I Authorized and regulated by the Financial Conduct Authority only in respect of agreements regulated by the Consumer Credit Act 1974 I The company is part of the Rabobank Group I



statutes, treaties and similar instruments, (ii) applicable final judgments, orders, determinations or awards of any court from which there is no right of appeal (or, if there is a right of appeal, such appeal is not prosecuted within the allowable time) and (iii) applicable directives, guidance, guidelines, notices, orders, regulations and rules of any government entity (whether or not having the force of law but with which, if not having the force of law, compliance is customary).

- 1.6. An Enforcement Event is "continuing" if it has not been waived.
- 1.7. Any reference to a statutory provision or a regulation shall be construed as a reference to that provision or regulation as from time to time amended or re-enacted.
- 1.8. Any reference to this Deed or a Secured Agreement or any other document or agreement is a reference to this this Deed or such Secured Agreement, as the case may be, or such document or agreement as varied, novated, restated, supplemented, or amended from time to time.
- 1.9. Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.
- 1.10. An obligation on a Party not to do something includes an obligation not to allow that thing to be done.
- 1.11. A time of day is a reference to London time.

#### 2 Covenant to Pay

The Customer hereby acknowledges to the Beneficiary that the amount secured by this Deed and in respect of which this Deed and the security hereby created is enforceable is the full amount of the Secured Liabilities from time to time outstanding. The Customer hereby covenants with the Beneficiary that it shall promptly pay and discharge all the Secured Liabilities in accordance with each Secured Agreement and this Deed.

#### 3 Grant of Security and Discharge

- 3.1. As a continuing security for the payment and discharge of the Secured Liabilities, the Customer with full title guarantee:
  - charges to the Beneficiary by way of first legal mortgage, all of its rights, title and interest, present and future, actual and contingent, in and to the Goods;
  - (b) charges to the Beneficiary by way of a first fixed charge all of its rights, title and interest, present and future, actual and contingent, in and to:
    - (i) the Goods (to the extent they are not effectively mortgaged under Clause 3.1(a)); and
    - (ii) the Related Rights;
  - (c) assigns to the Beneficiary absolutely, subject to a proviso for reassignment on irrevocable discharge in full of the Secured Liabilities, all of its rights, title and interest, present and future, actual and contingent, in and to Goods and the Related Rights (to the extent not otherwise effectively mortgaged or charged under Clauses 3.1(a), or 3.1(b)), and
  - (d) charges to the Beneficiary by way of first floating charge all of its rights, title and interest, present and future, actual and contingent, in and to Goods and the Related Rights to the extent not otherwise effectively mortgaged, charged or assigned under Clauses 3.1(a), 3.1(b), or 3.1(c). Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by this Clause 3.1(d).
- 3.2. The Parties intend that this Deed shall create and constitute an effective first-ranking security interest over all the Secured Assets, wheresoever the same may be located from time-to-time, under and so far as effective under all relevant laws. If any of the Goods is not located in England on the date of this Deed, the security contemplated by clause 3.1 shall become effective at the first instance upon which such Goods enter the territorial sea of England.

- 3.3. Subject to Clauses 3.4 and 22.5, the Beneficiary shall, at the end of the Security Period and at the cost of the Customer, release the Goods and Related Rights from the security interest created by this Deed and re-assign the property expressed to be assigned by this Deed to the Customer (without warranty or recourse), and the Beneficiary (at the cost of the Customer) will execute such agreements, give such notices and do such other things as are necessary or as the Customer may reasonably request to give effect to such release.
- 3.4. The Beneficiary shall not be required to release any part of the Secured Assets if the Beneficiary has been advised that, by reason of the application of any bankruptcy, insolvency or other applicable laws affecting creditors' rights and the discharge of obligations, the Beneficiary will or will become likely to be obliged to pay to or account to the Customer or any liquidator or trustee in bankruptcy of the Customer any amount corresponding to all or any part of the amount paid in or towards such discharge by the Customer.
- 3.5. The floating charge created by Clause 3.1(d) shall automatically and immediately (without notice) convert into a fixed charge over the assets subject to that floating charge:
  - (a) if the Customer:
    - (i) creates, or attempts to create, without the prior written consent of the Beneficiary, Security or a trust in favour of another person over all or any part of the Secured Assets; or
    - (ii) disposes, or attempts to dispose of, all or any part of the Secured Assets (other than Secured Assets that are only subject to the floating charge while it remains uncrystallised);
  - (b) if any person levies (or attempts to levy) any distress, attachment, execution or other process of against all or any part of the Secured Assets;
  - (c) if any steps are taken (including the presentation of a petition, the passing of a resolution or the making of an application, or an order is made) for the winding-up, dissolution, administration, receivership, re-organisation, liquidation or similar process of the Customer or in respect of all or any part of the Customer's assets;
  - (d) on the crystallisation of any other floating charge over any of the Secured Assets; or
  - (e) in any other circumstances prescribed by law.
- 3.6. The Beneficiary may, in its sole discretion, by written notice to the Customer, convert the floating charge created under this Deed into a fixed charge as regards any part of the Secured Assets specified by the Beneficiary in that notice if:
  - (a) an Enforcement Event is continuing; or
  - (b) the Beneficiary considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy.
- 3.7. Any asset acquired by the Customer after any crystallisation of the floating charge created under this Deed that, but for that crystallisation, would be subject to a floating charge under this Deed, shall (unless the Beneficiary confirms otherwise to the Customer in writing) be charged to the Beneficiary by way of first fixed charge.

#### Excluded Property

- 4.1. The security created by Clause 3 shall not apply to any Excluded Property until any relevant consent, or waiver of prohibition, to the creation of that security has been obtained.
- 4.2. In relation to each Excluded Property, the Customer undertakes to:
  - (a) apply for the relevant consent or waiver of prohibition within five (5) Business Days of the date of this Deed, and use its best endeavours to obtain that consent or waiver of prohibition as soon as possible;
  - keep the Beneficiary informed of its progress in obtaining that consent or waiver; and

VAT Number 621 7849 29 I Registered in England No. 2380043 I Registered Office: Building 7, Croxley Park, Hatters Lane, Watford, Herts, WD18 8YN I Authorised and regulated by the Financial Conduct Authority only in respect of agreements regulated by the Consumer Credit Act 1974 I The company is part of the Rabobank Group I



- (c) immediately on receipt of the consent or waiver, provide the Beneficiary with a copy.
- 4.3. Immediately on receipt of the relevant waiver or consent, the relevant Excluded Property shall become the subject of a mortgage, charge or assignment pursuant to Clauses 3.1(a), 3.1(b), 3.13.1(c), or 3.1(d)3.1 as appropriate. If required by the Beneficiary at any time following receipt of that waiver or consent, the Customer shall execute the security in the form the Beneficiary requires.

#### 5 Liability not discharged

The Customer's liability under this Deed in respect of any of the Secured Liabilities shall not be discharged, prejudiced or affected by:

- (a) any security, guarantee, indemnity, remedy or other right held by, or available to, the Beneficiary that is or becomes wholly or partially illegal, void or unenforceable on any ground;
- (b) the Beneficiary renewing, determining, varying or increasing any facility or other transaction in any manner or concurring in, accepting or varying any compromise, arrangement or settlement, or omitting to claim or enforce payment from any other person; or
- (c) any other act or omission that, but for this Clause 5, might have discharged, or otherwise prejudiced or affected, the liability of the Customer.

#### 6 Immediate Recourse

The Customer waives any right it may have to require the Beneficiary to enforce any security or other right, or claim any payment from, or otherwise proceed against, any other person before enforcing this Deed against the Customer.

#### 7 Representations and Warranties

- 7.1. The Customer makes the representations and warranties set out in this Clause 7.1 to the Beneficiary on the date of this Deed and on each payment date under each Secured Agreement with reference to the facts and circumstances existing at the time of repetition.
  - (a) To the extent the Beneficiary is not the sole legal and beneficial owner of the Secured Assets, the Customer is the sole legal and beneficial owner of, and has good, valid and marketable title to the Secured Assets.
  - (b) The Secured Assets exist and are free from any Security other than the Security created by this Deed.
  - (c) The Customer has not received, or acknowledged notice of, any adverse claim by any person in respect of the Secured Assets or any interest in them.
  - (d) None of the Goods (or any part of them) is or will be treated as being fixed to any land, premises or other property.
  - (e) There are no covenants, agreements, reservations, conditions, interests, rights or other matters whatsoever that materially and adversely affect the Secured Assets.
  - (f) There is no breach of any law or regulation that materially and adversely affects the Secured Assets.
  - (g) No facility necessary for the enjoyment and use of the Secured Assets is subject to terms entitling any person to terminate or curtail its use.
  - (h) No Security expressed to be created under this Deed is liable to be avoided, or otherwise set aside, on the liquidation or administration of the Customer or otherwise.
  - (i) There is no prohibition on assignment in any Insurance Policy or Relevant Agreement, and the entry into this Deed by the Customer does not, and will not, constitute a breach

of any Insurance Policy, Relevant Agreement or any other policy, agreement, document, instrument or obligation binding on the Customer or its assets.

(j) This Deed constitutes and will constitute the legal, valid, binding and enforceable obligations of the Customer, and is, and will continue to be, effective security over all and every part of the Secured Assets in accordance with its terms.

#### 8 Covenants – Protection and Perfection of Security

- 8.1. The Customer shall not at any time, except with the prior written consent of the Beneficiary:
  - create, purport to create or permit to subsist any Security on, or in relation to, any Secured Asset other than any Security created by this Deed;
  - (b) save to the extent contemplated by the Sale & HP Letter, sell, assign, transfer, part with possession of or otherwise dispose of in any manner (or purport to do so) all or any part of, or any interest in, the Secured Assets (except, in the ordinary course of business, Secured Assets that are only subject to an uncrystallised floating charge); or
  - (c) create or grant (or purport to create or grant) any interest in any Secured Asset in favour of a third party.
- 8.2. The Customer shall not do, or permit to be done, any act or thing that would or might depreciate, jeopardise or otherwise prejudice the security held by the Beneficiary or materially diminish the value of any of the Secured Assets (except for expected fair wear and tear) or the effectiveness of the security created by this Deed.
- 8.3. The Customer shall comply with the terms of each Relevant Agreement and any other document, agreement or arrangement comprising the Secured Assets and shall not, without the Beneficiary's prior written consent:
  - amend or vary or agree to any changes in, or waive any requirement of or its rights under (to the extent it would have a material detrimental effect on the value or utility of the Secured Assets);
  - (b) settle, compromise, terminate, rescind or discharge (except by performance); or
  - (c) abandon, waive dismiss, release or discharge any action, claim or proceedings against any counterparty to a Relevant Agreement or other person in connection with,

any Relevant Agreement or any other document, agreement or arrangement comprising the Secured Assets.

- 8.4. The Customer shall:
  - comply with the requirements of any law and regulation relating to or affecting the Secured Assets or the use of them or any part of them; and
  - (b) promptly effect any maintenance, modifications, alterations or repairs that are required or by any law or regulation to be effected on or in connection with the Secured Assets, or could be reasonably deemed advisable in connection with any such law or regulation.
- 8.5. The Customer shall procure that no person shall be registered as proprietor of any Goods without the prior written consent of the Beneficiary.
- 8.6. The Customer shall use its best endeavours to:
  - (a) procure the prompt observance and performance by each counterparty to any agreement or arrangement with the Customer which forms part of the Secured Assets of the covenants and other obligations imposed on the Customer's counterparties (including each counterparty in respect of a Relevant Agreement and each insurer in respect of an Insurance Policy) and

VAT Number 621 7849 29 I Registered in England No. 2380043 I Registered Office: Building 7, Croxley Park, Hatters Lane, Watford, Herts, WD18 8YN I Authorised and regulated by the Financial Conduct Authority only in respect of agreements regulated by the Consumer Credit Act 1974 I The company is part of the Rabobank Group I



- (b) enforce any rights and institute, continue or defend any proceedings relating to any of the Secured Assets that the Beneficiary may require from time to time.
- 8.7. Upon request by the Beneficiary from time to time, give notice (in a form acceptable to the Beneficiary) to any relevant insurer or any relevant counterparty under any agreement forming part of the Secured Assets (as determined by the Beneficiary in its sole discretion) of the assignment by the Customer of the Related Rights pursuant to Clause 3.1(c) and procure that the addressee of such notice provides an acknowledgement (in a form acceptable to the Beneficiary) of the notice of the Beneficiary's interest.
- 8.8. The Customer shall affix such plates or other markings to the Goods as the Beneficiary requires indicating the Beneficiary's interest in the Goods and shall not, nor allow any other person to, conceal, obscure, alter or remove any plate or other marking so affixed to the Goods.
- 8.9. If requested by the Beneficiary, the Customer shall deposit with the Beneficiary (a) all documents, deeds of title and logbooks relating to the Secured Assets; (b) all documents relating to the Insurance Policies; (c) the Relevant Agreements.
- 8.10. The Customer shall, throughout the Security Period:
  - take all steps reasonably required by the Beneficiary to preserve or protect the Beneficiary's interest in the Secured Assets; and
  - (b) upon the occurrence of an Enforcement Event (and whilst such Enforcement Event is continuing), to do, or permit to be done, each and every act or thing which the Beneficiary may from time to time require to be done for the purpose of enforcing the Beneficiary's rights granted pursuant to this Deed with respect to the Secured Assets and this Deed, and to allow its name to be used as and when required by the Beneficiary for that purpose.

#### 9 Covenants – Dealing with the Goods

- 9.1. The Customer undertakes, at its own cost and expense and without prejudice to the terms of the Customer Agreement, to:
  - (a) keep the Goods in good condition and repair (fair wear and tear excepted) and at its own expense renew and replace any parts of the Goods when they become obsolete, worn out or damaged with parts of a similar quality and of equal or greater value. Each such renewed or replaced part shall, upon title thereto vesting in the Customer, become subject to this Deed;
  - (b) use the Goods in the ordinary course of its business and ensure that the Goods are safe and operated in a careful and proper manner by trained personnel (where applicable) in accordance with the manufacturer's operating instructions and all applicable laws and only for the purpose for which the Goods were designed;
  - (c) carry out routine servicing and maintenance of all Goods (suitable to the type of Goods) in accordance with the manufacturer's recommendations and maintain complete records of all service, maintenance and repairs to the Goods;
  - (d) ensure that all servicing and maintenance is carried out by properly trained and qualified personnel, strictly in accordance with manufacturer's recommendations and that all replacement parts and/or lubricants meet the standards and specification recommended by the manufacturer of the Goods;
  - (e) keep the Goods in the Customer's possession and control and not remove any Goods from the location specified in each Secured Agreement (or such other location the Beneficiary may have given prior written consent in respect of) without the Beneficiary's prior written consent;
  - (f) ensure that the Goods do not become fixed to any land or buildings;

- (g) not allow any modification or alteration to any Goods that has a material effect on the value or utility of the Goods without the Beneficiary's prior written consent;
- (h) upon request by the Beneficiary, obtain from any person holding an interest in any premises where the Goods are located from time to time (a) a waiver of any right such person may have to the Goods and (b) permission for the Beneficiary to enter such premises and remove the Goods in accordance with the terms of this Deed;
- (i) pay all rates, rents, taxes, fines, storage costs, charges, licences, duties, outgoings and impositions which may from time to time be required or payable in connection with the Customer's business and/or the Goods; and
- (j) obtain and maintain in full force and effect all permissions, certificates, licences, registrations, permits and authorisations required by any statutory authority or regulatory body in connection with the Goods and/or the premises where the Goods are kept from time to time and allow the Beneficiary to inspect the same upon request.

#### 10 Information Covenants and Inspection

- 10.1. The Customer shall:
  - provide such information as the Beneficiary may reasonably require from time to time in respect of the (i) use and location of the Goods and (iii) performance by the Customer of its obligations under this Deed;
  - (b) immediately notify the Beneficiary if any Goods are lost, stolen, destroyed, seized, confiscated, or damaged and of any claims the Customer makes under any Insurance Policy;
  - (c) promptly notify the Beneficiary if it becomes aware that any person holding an interest in any premises on which the Goods are located attempts to seize or retain the Goods;
  - (d) promptly notify the Beneficiary of any action, claim, notice or demand made by or against it in connection with the Secured Assets (each a "Claim") or of any fact or circumstance which may give rise to a Claim together with the Customer's proposals for settling, contesting or dealing with such Claim and shall, subject to the Beneficiary's prior approval, implement those proposals at its own expense.
  - (e) make the Goods and/or relevant service records available for inspection by the Beneficiary (or its representative) at all reasonable times and, if requested, permit the Beneficiary to enter any premises on which the Goods are located for such purpose

#### 11 Insurance

- 11.1. The Customer undertakes, without prejudice to the Customer Agreement, to:
  - (a) keep the Goods insured at all times with a reputable insurance company (with restrictions and excesses acceptable to the Beneficiary) against all risk of loss, theft or destruction of, or damage to, the Goods from every cause whatsoever and all other risks in respect of which a prudent owner or operator of equipment of the same nature as the Goods would normally insure such Goods, for the Goods' full new replacement value ("Goods Insurance") and ensure that the Beneficiary's interest is noted on the Goods Insurance policy and that the Beneficiary is named as first loss payee in respect of the Goods Insurance proceeds;
  - (b) obtain liability insurance from a reputable insurance company (with restrictions and excesses acceptable to the Beneficiary) insuring against any liability whatsoever to any third party arising directly or indirectly from the purchase, ownership, hiring, maintenance, use, operation, possession or return of the Goods ("Liability Insurance") and ensure that the Beneficiary is named as an additional insured under any Liability Insurance policy;

VAT Number 621 7845 29 I Registered in England No. 2380043 I Registered Office: Building 7, Croxley Park, Hatters Lane, Watford, Herts, WD18 8YN I Authorised and regulated by the Financial Conduct Authority only in respect of agreements regulated by the Consumer Credit Act 1974 I The company is part of the Rabobank Group I

financial solutions partner

## CHATTEL MORTGAGE for Sale & Hire-Purchase Back Letter and Agreement Number 98850122067

- (c) in respect of the insurance policies required to be affected by the Customer pursuant to this Clause 11:
  - not do or omit to do anything that may invalidate or prejudice such insurance policies;
  - pay all premiums do all things necessary to keep such insurance policies valid and in force;
  - (iii) promptly pay any excess payable on any claim made such insurance policies;
  - (iv) instruct the insurance company to pay any insurance proceeds derived from Goods Insurance directly to the Beneficiary;
  - (v) hold any insurance proceeds received by the Customer in respect of Goods Insurance on trust for the Beneficiary and promptly procure payment thereof to the Beneficiary;
  - (vi) not compromise or settle any insurance claims without the Beneficiary's agreement;
  - (vii) permit the Beneficiary to handle, negotiate and/or settle any claim in respect of such insurances with the insurer on the Customer's behalf;
  - (viii) promptly provide written notice of any cancellation or termination, or proposal to cancel or terminate, the Goods Insurance or the Liability Insurance, or of any amendment or proposal to make an amendment to the Goods Insurance or the Liability Insurance; and
  - (ix) promptly provide copies of any notices it receives from the insurer or insurance broker in connection with the Goods Insurance or the Liability Insurance; and
- (d) be responsible for any loss or damage to any Goods even if it is not the Customer's fault; and
- (e) upon request by the Beneficiary, provide evidence satisfactory to the Beneficiary of compliance with this Clause 11 (including if requested a copy of the certificates of insurance).

#### 12 Powers of the Beneficiary

- 12.1. The Beneficiary shall be entitled (but shall not be obliged) to remedy any breach by the Customer of any of its obligations under this Deed and the Customer irrevocably authorises the Beneficiary and its agents to do all things necessary or desirable for that purpose. The Customer shall indemnify the Beneficiary on demand against all costs incurred by the Beneficiary in remedying such a breach by the Customer. The rights of the Beneficiary under this Clause are without prejudice to any other rights of the Beneficiary.
- 12.2. To the extent permitted by law, any right, power or discretion conferred by this Deed on a Receiver may, after the security constituted by this Deed has become enforceable, be exercised by the Beneficiary in relation to any of the Secured Assets whether or not it has taken possession of any Secured Assets and without first appointing a Receiver or notwithstanding the appointment of a Receiver.
- 12.3. The Beneficiary may, at its discretion, grant time or other indulgence or make any other arrangement, variation or release with any person not being a party to this Deed (whether or not any such person is jointly liable with the Customer) in respect of any of the Secured Liabilities or of any other security for them without prejudice either to this Deed or to the liability of the Customer for the Secured Liabilities.

#### 13 Enforcement of Security

13.1. The security constituted by this Deed shall become immediately enforceable if an Enforcement Event occurs and is continuing. After the security constituted by this Deed has become enforceable, the Beneficiary may, in its absolute discretion and without any further notice or demand, enforce all or any part of that security at the times, in the manner and on the terms it thinks fit, and take possession of and hold or dispose of all or any part of the Secured Assets and for that purpose the Customer will allow and will obtain any necessary consents or permits of other persons to allow the Beneficiary or its Receiver to enter on any premises where a Secured Asset is situated (or where the Beneficiary or a Receiver reasonably believes a Secured Asset to be situated) without incurring any liability to the Customer for, or by any reason of, that entry.

- 13.2. For the purposes of all powers implied by statute, the Secured Liabilities are deemed to have become due and payable on the date of this Deed.
- 13.3. Immediately upon the occurrence of an Enforcement Event that is continuing and at any time whilst such Enforcement Event is continuing, the Beneficiary shall be entitled to:
  - (a) apply to any authority in the country in which the Secured Asset or any part thereof is located for an enforcement and attachment in respect of the Secured Asset or any such part thereof;
  - (b) apply to any court of competent authority for an order for foreclosure absolute so as to vest all of the Lessee's right, title and interest in the Secured Assets in the Beneficiary; and
  - (c) exercise the power of sale and other powers conferred by section 101 of the LPA (as varied or extended by this Deed).
- 13.4. Section 103 of the LPA does not apply to the security constituted by this Deed.
- 13.5. No purchaser, mortgagee or other person dealing with the Beneficiary, any Receiver or Delegate shall be concerned to enquire:
  - (a) whether any of the Secured Liabilities have become due or payable, or remain unpaid or undischarged;
  - (b) whether any power the Beneficiary, a Receiver or Delegate is purporting to exercise has become exercisable or is being properly exercised; or
  - (c) how any money paid to the Beneficiary, any Receiver or any Delegate is to be applied.
- 13.6. Each Receiver and the Beneficiary is entitled to all the rights, powers, privileges and immunities conferred by the LPA on mortgagees and receivers.
- 13.7. None of the Beneficiary, Receiver or any Delegate shall be liable to account as a mortgagee in possession of the Secured Assets and none of the Beneficiary, Receiver or any Delegate shall be liable for any loss arising from or in connection with the realisation of the Secured Assets or otherwise for any act, neglect, default or omission for which a mortgagee in possession might be liable as such, and if and whenever the Beneficiary, Receiver or any Delegate enters into possession of the Secured Assets, it shall be entitled at any time thereafter which it thinks fit to go out of such possession.
- 13.8. No persons dealing with the Beneficiary or any Receiver or Delegate shall be concerned to enquire whether an Enforcement Event has occurred or whether the powers which the Beneficiary, Receiver or Delegate (as applicable) is purporting to exercise have become exercisable or whether any money remains due on the security of this Deed or otherwise as to the propriety, validity or regularity of any sale or other dealing (or exercise of such power) by the Beneficiary, Receiver or Delegate (as applicable) with the Secured Assets, and all the protections to purchasers conferred by law shall apply to such persons dealing with the Beneficiary, Receiver or Delegate (as applicable). The receipt of the Beneficiary, Receiver or Delegate (as applicable) of the purchase moneys shall be an absolute and a conclusive discharge to the purchaser who shall not be concerned with the manner of application of the same or be in any way answerable therefor. For the purposes of this Clause 13.8, purchaser includes any person acquiring, for money or money's worth, any lease of, or Security

VAT Number 621 7849 29 I Registered in England No. 2380043 I Registered Office: Building 7, Croxley Park, Hatters Lane, Wattord, Herts, WD18 8YN I Authorised and regulated by the Financial Conduct Authority only in respect of agreements regulated by the Consumer Credit Act 1974 I The company is part of the Rabobank Group I



Interests over, or any other interest or right whatsoever in relation to the Secured Assets.

#### 14 Appointment and Removal of Receiver

- 14.1. At any time after the security constituted by this Deed has become enforceable, or at the request of the Customer, the Beneficiary may, without further notice, appoint by way of deed, or otherwise in writing, any one or more persons to be a Receiver of all or any part of the Secured Assets.
- 14.2. The Beneficiary may, without further notice, (subject to section 45 of the Insolvency Act 1986 in the case of an administrative receiver), from time to time, by way of deed, or otherwise in writing, remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated.
- 14.3. The Beneficiary may fix the remuneration of any Receiver appointed by it without the restrictions contained in section 109 of the LPA, and the remuneration of the Receiver shall be a debt secured by this Deed, to the extent not otherwise discharged.
- 14.4. The power to appoint a Receiver conferred by this Deed shall be in addition to all statutory and other powers of the Beneficiary under the Insolvency Act 1986, the LPA or otherwise, and shall be exercisable without the restrictions contained in sections 103 and 109 of the LPA or otherwise.
- 14.5. The power to appoint a Receiver (whether conferred by this Deed or by statute) shall be, and remain, exercisable by the Beneficiary despite any prior appointment in respect of all or any part of the Secured Assets.
- 14.6. Any Receiver appointed by the Beneficiary under this Deed shall be the agent of the Customer and the Customer shall be solely responsible for the contracts, engagements, acts, omissions, defaults, losses and remuneration of that Receiver and for liabilities incurred by that Receiver. The agency of each Receiver shall continue until the Customer goes into liquidation and after that the Receiver shall act as principal and shall not become the agent of the Beneficiary.

#### 15 Powers of Receiver

- 15.1. Any Receiver appointed by the Beneficiary under this Deed shall, in addition to (but without limiting) the powers conferred on it by statute, have the powers set out in Clause 15.5.
- 15.2. A Receiver has all the rights, powers and discretions conferred on a receiver (or a receiver and manager) under the LPA, and shall have those rights, powers and discretions conferred on an administrative receiver under the Insolvency Act 1986 whether it is an administrative receiver or not.
- 15.3. If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing it states otherwise) exercise all of the powers conferred on a Receiver under this Deed individually and to the exclusion of any other Receiver.
- 15.4. Any exercise by a Receiver of any of the powers given by Clause 15 may be on behalf of the Customer, the directors of the Customer or itself.
- 15.5. A Receiver may:
  - (a) undertake or complete any works or repairs, alterations, additions, replacements or other acts for the protection or improvement of the Secured Assets as it thinks fit.
  - (b) grant, or accept surrenders of, any leases, lettings or hire affecting any of the Goods on any terms and subject to any conditions that it thinks fit.
  - (c) provide services and employ or engage any managers, officers, servants, contractors, workmen, agents, other personnel and professional advisers on any terms, and subject to any conditions, that it thinks fit.

- (d) charge and receive any sum by way of remuneration (in addition to all costs, charges and expenses incurred by it) that the Beneficiary may prescribe or agree with it.
- (e) collect and get in the Secured Assets or any part of them in respect of which it is appointed and make any demands and take any proceedings as may seem expedient for that purpose and take possession of the Secured Assets with like rights.
- (f) enter any premises where any Secured Assets are located and sever, dismantle and remove any Secured Assets from the premises without the Customer's consent.
- (g) do all such things as may be necessary for the ownership, management or operation of the Secured Assets.
- (h) grant options and licences over all or any part of the Goods, sell, exchange, convert into money, realise, assign, lease and accept surrenders of leases of all or any of the Secured Assets in respect of which it is appointed in any manner (including, without limitation, by public auction or private sale) and generally on any terms and conditions as it thinks fit. Any sale may be for any consideration that the Receiver thinks fit and a Receiver may promote, or concur in promoting, a company to purchase the Secured Assets to be sold.
- may give valid receipt for all monies and execute all assurances and things that may be proper or desirable for realising any of the Secured Assets.
- (j) settle, adjust, refer to arbitration, compromise and arrange any claim, account, dispute, question or demand with or by any person who claims to be a creditor of the Customer or relating in any way to any Secured Asset.
- (k) bring, prosecute, enforce, defend and abandon all actions, suits and proceedings in relation to any of the Secured Assets as it thinks fit.
- (I) if it thinks fit, but without prejudice to the indemnity in Clause 19, effect with any insurer any policy of insurance either in lieu or satisfaction of, or in addition to, the insurance required to be maintained by the Customer in accordance with this Deed.
- (m) for whatever purpose it thinks fit, raise and borrow money either unsecured or on the security of all or any of the Secured Assets in respect of which it is appointed on any terms that it thinks fit (including, if the Beneficiary consents, terms under which that security ranks in priority to this Deed).
- (n) delegate its powers in accordance with this Deed.
- (o) in relation to any of the Secured Assets, exercise all powers, authorisations and rights it would be capable of exercising, and do all those acts and things, as an absolute beneficial owner could exercise or do in the ownership and management of the Secured Assets or any part of the Secured Assets.
- (p) A Receiver may do any other acts and things that it:
  - (i) may consider desirable or necessary for realising any of the Secured Assets;
  - (ii) may consider incidental or conducive to any of the rights or powers conferred on a Receiver under or by virtue of this Deed or law; or
    - lawfully may or can do as agent for the Customer.

#### 16 Delegation

(iii)

The Beneficiary or any Receiver may delegate (either generally or specifically) by power of attorney or in any other manner to any person any right, power, authority or discretion conferred on it by this Deed (including the power of attorney granted under Clause 21.1). The Beneficiary and each Receiver may make such delegation on the terms and conditions (including the power to sub-

VAT Number 621 7845 29 I Registered in England No. 2380043 I Registered Office: Building 7, Croxley Park, Hatters Lane, Wetford, Herts, WD18 8YN I Authorised and regulated by the Financial Conduct Authority only in respect of agreements regulated by the Consumer Credit Act 1974 I The company is part of the Rabobank Group I



delegate) that it thinks fit. Neither the Beneficiary nor any Receiver shall be in any way liable or responsible to the Customer for any loss or liability arising from any act, default, ornission or misconduct on the part of any Delegate.

#### 17 Application of Proceeds

- 17.1. All monies received or recovered by the Beneficiary, a Receiver or a Delegate under this Deed or in connection with the realisation or enforcement of all or part of, the security constituted by this Deed (other than sums received pursuant to any Insurance Policy, which are subject to Clause 11) shall be applied in the following order of priority (but without prejudice to the Beneficiary's rights to recover any shortfall from the Customer, and subject to the claims of any person having prior rights and by way of variation of the LPA):
  - (a) in or towards payment of all costs, liabilities, charges and expenses incurred by or on behalf of the Beneficiary (and any Receiver, Delegate, attorney or agent appointed by it) under or in connection with this Deed, and of all remuneration due to any Receiver under or in connection with this Deed;
  - (b) in or towards payment of the Secured Liabilities in any order and manner that the Beneficiary determines; and
  - (c) in payment of the surplus (if any) to the Customer or other person entitled to it.
- 17.2. Neither the Beneficiary, any Receiver nor any Delegate shall be bound (whether by virtue of section 109(8) of the LPA, which is varied accordingly, or otherwise) to pay or appropriate any receipt or payment first towards interest rather than principal or otherwise in any particular order between any of the Secured Liabilities.
- 17.3. All monies received by the Beneficiary, a Receiver or a Delegate under this Deed (other than sums received pursuant to any Insurance Policy, which are subject to Clause 11):
  - may, at the discretion of the Beneficiary, Receiver or Delegate, be credited to any suspense account;
  - (b) shall bear interest, if any, at the rate agreed in writing between the Beneficiary and the Customer; and
  - (c) may be held in that account for so long as the Beneficiary, Receiver or Delegate thinks fit.

#### 18 Costs and Expenses

- 18.1. The Customer shall on demand, pay to, or reimburse, the Beneficiary and any Receiver on a full indemnity basis, all costs, charges, expenses, taxes and liabilities of any kind (including, without limitation, legal, printing and out-of-pocket expenses) incurred by the Beneficiary, any Receiver or any Delegate in connection with:
  - (a) this Deed or the Secured Assets;
  - (b) taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) any of the Beneficiary's, a Receiver's or a Delegate's rights under this Deed; or
  - (c) taking proceedings for, or recovering, any of the Secured Liabilities,

together with interest, which shall accrue and be payable (without the need for any demand for payment being made) from the date on which the relevant cost, charge, expense, tax or liability arose until full discharge of that cost, charge, expense, tax or liability (whether before or after judgment, liquidation, winding up or administration of the Customer) at the rate and in the manner specified in each Secured Agreement.

#### 19 Indemnity

19.1. The Customer shall indemnify on demand, and hold harmless, the Beneficiary, each Receiver and each Delegate, and their respective employees and agents against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by any of them arising out of or in connection with:

- the exercise or purported exercise of any of the rights, powers, authorities or discretions vested in them under this Deed or by law in respect of the Secured Assets;
- (b) taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) the security constituted by this Deed; or
- (c) any default or delay by the Customer in performing any of its obligations under this Deed.
- 19.2. Any past or present employee or agent may enforce the terms of this Clause 1914, subject to and in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.

#### 20 Further Assurance

- 20.1. The Customer shall promptly, at its own expense, take whatever action the Beneficiary or any Receiver may reasonably require for:
  - creating, perfecting or protecting the security intended to be created by this Deed;
  - (b) facilitating the realisation of any Secured Asset; or
  - (c) facilitating the exercise of any right, power, authority or discretion exercisable by the Beneficiary or any Receiver in respect of any Secured Asset,

including, without limitation the execution of any transfer, conveyance, assignment or assurance of all or any of the assets forming part of (or intended to form part of) the Secured Assets (whether to the Beneficiary or to its nominee) and the giving of any notice, order or direction and the making of any registration.

#### 21 Power of Attorney

- 21.1. By way of security, the Customer irrevocably appoints the Beneficiary, every Receiver and every Delegate separately to be the attorney of the Customer and, in its name, on its behalf and as its act and deed, to execute any documents and do any acts and things which:
  - the Customer is required to execute and do under this Deed; or
  - (b) any attorney deems proper or desirable in exercising any of the rights, powers, authorities and discretions conferred by this Deed or by law on the Beneficiary, any Receiver or any Delegate.
- 21.2. The Customer ratifies and confirms, and agrees to ratify and confirm, anything that any of its attorneys may do in the proper and lawful exercise, or purported exercise, of all or any of the rights, powers, authorities and discretions referred to in Cause 21.1
- 22 General
- 22.1. No failure or delay by the Beneficiary to exercise any right or remedy provided under this Deed or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy. The rights and remedies provided in this Deed are cumulative and are in addition to, and not exclusive of, any rights or remedies provided by law.
- 22.2. Any waiver and any consent by the Beneficiary under this Deed must be in writing and may be given subject to any conditions thought fit by the Beneficiary. Any waiver or consent shall be effective only in the instance and for the purposes for which it is given.
- 22.3. If any court or competent authority finds that any provision of this Deed (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Deed shall not be affected, or shall apply

VAT Number 621 7849 29 I Registered in England No. 2380043 I Registered Office: Building 7, Croxley Park, Hatters Lane, Watford, Herts, WD18 8YN I Authorised and regulated by the Financial Conduct Authority only in respect of agreements regulated by the Consumer Credit Act 1974 I The company is part of the Rabobank Group I



with the minimum modification necessary to make it legal, valid and enforceable.

- 22.4. Each notice or communication given to a Party under or in connection with this Deed shall be (a) in writing; (b) delivered by hand or sent by recorded post to the Party at the respective registered office from time to time, or as otherwise notified in writing to other Party from time to time and (c) deemed received (i) if delivered by hand, at the time of deliver, and (ii) if sent by recorded post, two Business Days after posting.
- 22.5. Any release, discharge or settlement between the Customer and the Beneficiary shall be deemed conditional on no payment or security received by the Beneficiary in respect of the Secured Liabilities being avoided, reduced or ordered to be refunded pursuant to any law relating to insolvency, bankruptcy, winding up, administration, receivership or otherwise. Despite any such release, discharge or settlement:
  - (a) the Beneficiary or its nominee may retain this Deed and the security created by or under it, including all certificates and documents relating to the whole or any part of the Secured Assets, for any period that the Beneficiary deems necessary to provide the Beneficiary with security against any such avoidance, reduction or order for refund; and
  - (b) the Beneficiary may recover the value or amount of such security or payment from the Customer subsequently as if the release, discharge or settlement had not occurred.
- 22.6. The security constituted by this Deed shall be in addition to, and independent of, any other security or guarantee that the Beneficiary may hold for any of the Secured Liabilities at any time. No prior security held by the Beneficiary over the whole or any part of the Secured Assets shall merge in the security created by this Deed.

- 22.7. The security constituted by this Deed shall remain in full force and effect as a continuing security for the Secured Liabilities, despite any settlement of account, or intermediate payment, or other matter or thing, unless and until the Beneficiary discharges this Deed in writing.
- 22.8. The restriction on the right of consolidation contained in section 93 of the LPA shall not apply to this Deed.
- 22.9. This Deed shall be binding upon and inure to the benefit of each of the parties hereto and their permitted successors and assigns.
- 22.10. The Beneficiary shall be entitled to assign the Beneficiary's rights under this Deed without the Customer's consent.
- 22.11. The Customer may not assign or transfer the Customer's rights or obligations under this Deed without the Beneficiary's consent.
- 22.12.Unless expressly provided herein, a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Deed.
- 22.13. This Deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement. This Deed may be signed by the Parties by way of electronic signature, as defined in section 7(2) of the Electronic Communications Act 2000.
- 22.14. This Deed and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English law. The parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

Duly delivered as a deed on the date identified next to the Beneficiary's signature below

VAT Number 621 7849 29 I Registered in England No. 2380043 I Registered Office: Building 7, Croxiey Park, Hatters Lane, Wattord, Herts, WD18 SYN I Authorised and regulated by the Financial Conduct Authority only in respect of agreements regulated by the Consumer Credit Act 1974 I The company is part of the Rebobank Group I



Executed as a Deed by the Customer acting i	ру:
Director:	In the presence of a witness:
Signature Bran NCabo.	signature Gen Dhy
Director Name Brian McCabe	Witness Name X Ger Daly
Director Date of birth* 14 November 1972	Witness Date of birth* X 08.06.1970
	and Address Millennium Business Park Ballycoolin Dublin 11
* this information will be used as part of the Beneficiary's cor	npliance checks

Executed as a D	eed by the Beneficiary acting b	Y		
Director:		Director:	, (	2
Signature	5	Signature X	Rying	gin .
Director Name [	David Wooldridge	Director Name	Simon Trudgeon	PIRECIOK
Date of Execution by	Beneficiary			
Х	4th Febru	ary 2022		

VAT Number 621 7849 29 I Registered in England No. 2360043 I Registered Office: Building 7, Croxley Park, Hatters Lane, Watford, Herts, WD18 8YN I Authorised and regulated by the Financial Conduct Authority only in respect of agreements regulated by the Consumer Credit Act 1974 I The company is part of the Rabobsnk Group I



# SCHEDULE OF GOODS

Description of Goods

SUPPLIER	GOODS DESCRIPTION	SERIAL NUMBER
McDonald International Ltd.	C1 Conveyor	6605-101
McDonald International Ltd.	C2 Conveyor	6605-102
McDonald International Ltd.	C3 Conveyor	6605-103
VicDonald International Ltd.	C4 Conveyor	6605-104
AcDonald International Ltd.	C5 Conveyor	6605-105
AcDonald International Ltd.	C6 Conveyor	6605-106
AcDonald International Ltd.	C7 Conveyor	6605-107
McDonald International Ltd.	C8 Conveyor	6605-108
AcDonald International Ltd.	C9 Conveyor	6605-109
AcDonald International Ltd.	C10 Conveyor	6605-110
AcDonald International Ltd.	C11 Conveyor	6605-111
AcDonald International Ltd.	C12 Conveyor	6605-112
AcDonald International Ltd.	C13 Conveyor	6605-113
AcDonald International Ltd.	C14 Conveyor	6605-114
AcDonald International Ltd.	C15 Conveyor	6605-115
CDonald International Ltd.	C16 Conveyor	6605-116
AcDonald International Ltd.	C17 Conveyor	6605-117
		6605-118
AcDonald International Ltd.	C18 Conveyor	
AcDonald International Ltd.	C19 Conveyor	6605-119
AcDonald International Ltd.	C20 Conveyor	6605-120
IcDonald International Ltd.	C21 Conveyor	6605-121
IcDonald International Ltd.	C22 Conveyor	6605-122
AcDonald International Ltd.	C23 Conveyor	6605-123
IcDonald International Ltd.	C24 Conveyor	6605-124
IcDonald International Ltd.	C25 Conveyor	6605-125
IcDonald International Ltd.	C26 Conveyor	6605-126
IcDonald International Ltd.	C27 Conveyor	6605-127
AcDonald International Ltd.	C28 Conveyor	6605-128
Conaid International Ltd.	C29 Conveyor	6605-129
AcDonald International Ltd.	C30 Conveyor	6605-130
AcDonald International Ltd.	C31 Conveyor	6605-131
AcDonald International Ltd.	C32 Conveyor	6605-132
AcDonald International Ltd.	C33 Conveyor	6605-133
Conald International Ltd.	C34a Conveyor	6605-134
AcDonald International Ltd.	C34b Conveyor	6605-901
AcDonald International Ltd.	C34c Conveyor	6605-902
AcDonald International Ltd.	C35 Conveyor	6605-135
AcDonald International Ltd.	C36 Conveyor	6605-136
AcDonald International Ltd.	C37 Conveyor	6605-137
AcDonald International Ltd.	C38 Conveyor	6605-138
AcDonald International Ltd.	C39 Conveyor	6605-139
AcDonald International Ltd.	C40 Conveyor	6605-140
IcDonald International Ltd.	C41 Conveyor	6605-141
IcDonald International Ltd.	C42 Conveyor	6605-142
AcDonald International Ltd.	C43 Conveyor	6605-143
AcDonald International Ltd.	C44 Conveyor	6605-144
AcDonald International Ltd.	C44 Conveyor C45 Conveyor	6605-145
AcDonald International Ltd.		
	C46 Conveyor	6605-146
AcDonald International Ltd.	C47 Conveyor	6605-147
AcDonald International Ltd.	C48 Conveyor	6605-148
IcDonald International Ltd.	C49 Conveyor	6605-149
IcDonald International Ltd.	C50 Conveyor	6605-150
IcDonald International Ltd.	C51 Conveyor	6605-151
IcDonald International Ltd.	C52 Conveyor	6605-152
IcDonald International Ltd.	C53 Conveyor	6605-153
IcDonald International Ltd.	C54 Conveyor	6605-154
IcDonald International Ltd.	C55 Conveyor	6605-155
CDonald International Ltd.	C56 Conveyor	6605-156
CDonald International Ltd.	C57 Conveyor	6605-157
AcDonald International Ltd.	C58 Conveyor	6605-158
AcDonald International Ltd.	C58 Conveyor	6605-159
AcDonald International Ltd.		
	C60 Conveyor	8605-160
AcDonald International Ltd.	C61 Conveyor	6605-161
IcDonald International Ltd.	C62 Conveyor	6605-162
IcDonald International Ltd.	C63 Conveyor	6605-163
AcDonald International Ltd.	C64 Conveyor	6605-164
AcDonald International Ltd.	C65 Conveyor	6605-165
AcDonald International Ltd.	C66 Conveyor	6605-166
	C67 Conveyor	6605-167
AcDonald International Ltd		
AcDonald International Ltd. AcDonald International Ltd. AcDonald International Ltd.	C68 Conveyor C69 Conveyor	6605-168 6605-169

VAT Number 621 7849 29 I Registered in England No. 2380043 I Registered Office: Building 7, Croxley Park, Hatters Lane, Watford, Herts, WD18 8YN I Authorised and regulated by the Financial Conduct Authority only in respect of agreements regulated by the Consumer Credit Act 1974 I The company is part of the Rabobank Group I

Page 10 of 12

7



# Description of Goods

McDonald International Ltd.	C71 Conveyor	6605-171
McDonald International Ltd.	C72 Conveyor	6605-172
McDonald International Ltd.	C73 Conveyor	6605-173
McDonald International Ltd. McDonald International Ltd.	C74 Conveyor C75 Conveyor	6605-174 6605-175
McDonald International Ltd.	NIR 01 accelerator conveyor	6605-01
McDonald International Ltd.	NIR 01 catcher hood	6605-01
McDonald International Ltd.	NIR 02 accelerator conveyor	6605-02
McDonald International Ltd.	NIR 02 catcher hood	6605-02
McDonald International Ltd.	NIR 03 accelerator conveyor	6605-03
McDonald International Ltd.	NIR 03 catcher hood	6605-03
McDonald International Ltd.	NIR 04 accelerator conveyor	6605-04
McDonald International Ltd.	NIR 04 catcher hood	6605-04
McDonald International Ltd.	NIR 05 accelerator conveyor	6605-05
McDonald International Ltd.	NIR 05 catcher hood	6605-05
McDonald International Ltd.	NIR 06 accelerator conveyor	6605-06
McDonald International Ltd.	NIR 06 catcher hood	6605-06
McDonald International Ltd.	NIR 07 accelerator conveyor	6605-07
McDonald International Ltd.	NIR 07 catcher hood	6605-07
Matthiessen	SRIII plus K4 3 Segm	SR200328/068
Matthiessen Bellegraaf	SRIII plus K4 3 Segm OCC 1640 x 7000	SR200328/069 801392-0010
Bollegraaf Bollegraaf	OCC 1640 x 7000	801392-0010 801392-0020
Bollegraaf	OCC 1640 X 7000 ONP 440/2540/5900	801392-0020
Bollegraaf	ONP 440/2540/5900	801392-0030
Impact Air	ZAC 800	ZAC 800 unit/16/ 7940
IFE	Trisomat ST 1250x4800 FD	51.R001-51.R999
Eggersmann	BSW 60 ballistic separator	28 21 384
Eggersmann	BSW 60 ballistic separator	28 21 385
Eriez Magnetics	TP25/120 SC1A + 422mm extensions	114218
Eriez Magnetics	TP25/120 SC1B + 415mm extensions	114218
Eriez Magnetics	CP25/120 SC1V + 1100mm extensions	114224
Eriez Magnetics	ECS- Rev X-E NM-LT2	114224
Eriez Magnetics	OBM Mechanical feeder	114224
SUPPLIER	GOODS DESCRIPTION	SERIAL NUMBER
McDonald International Ltd.	T68 Trommel	6676-012
McDonald International Ltd.	Vibratory Feeder	6676-017
McDonald International Ltd.	C80 Conveyor	6676-180
McDonald International Ltd.	C81 Conveyor	6676-181
McDonald International Ltd. McDonald International Ltd.	C82 Conveyor C83A Conveyor	6676-182 6676-901
McDonald International Ltd.	C83B Conveyor	6676-183
McDonald International Ltd.	C84 Conveyor	6676-184
McDonald International Ltd.	C85 Conveyor	6676-185
McDonald International Ltd.	C86 Conveyor	6676-186
McDonald International Ltd.	C87A Conveyor	6676-187
McDonald International Ltd.	C87B Conveyor	6676-902
McDonald International Ltd.	C88 Conveyor	6676-188
McDonald International Ltd.	C89 Conveyor	6676-189
McDonald International Ltd.	C91 Conveyor	6676-191
McDonald International Ltd.	C93 Conveyor	6676-193
McDonald International Ltd.	C94 Conveyor	6676-194
McDonald International Ltd.	C96 Conveyor	6676-196
McDonald International Ltd.	C97 Conveyor	8676-197
McDonald International Ltd. McDonald International Ltd.	C97 Conveyor C98 Conveyor	6676-197 6676-198
McDonald International Ltd. McDonald International Ltd. McDonald International Ltd.	C97 Conveyor C98 Conveyor C99 Conveyor	6676-197 6676-198 6676-199
McDonald International Ltd. McDonald International Ltd. McDonald International Ltd. McDonald International Ltd.	C97 Conveyor C98 Conveyor C99 Conveyor C100 Conveyor	6676-197 6676-198 6676-199 6676-200
McDonald International Ltd. McDonald International Ltd. McDonald International Ltd. McDonald International Ltd. McDonald International Ltd.	C97 Conveyor C98 Conveyor C99 Conveyor C100 Conveyor C101 Conveyor	8676-197           6676-198           6676-199           8676-200           8676-201
McDonald International Ltd. McDonald International Ltd. McDonald International Ltd. McDonald International Ltd. McDonald International Ltd. McDonald International Ltd.	C97 Conveyor C98 Conveyor C99 Conveyor C100 Conveyor C101 Conveyor C102 Conveyor	8676-197           6676-198           6676-199           6676-200           6676-201           6676-202
McDonald International Ltd. McDonald International Ltd. McDonald International Ltd. McDonald International Ltd. McDonald International Ltd.	C97 Conveyor C98 Conveyor C99 Conveyor C100 Conveyor C101 Conveyor C102 Conveyor C103 Conveyor	6676-197           6676-198           6676-199           6676-200           6676-201           6676-202           6676-203
McDonald International Ltd. McDonald International Ltd. McDonald International Ltd. McDonald International Ltd. McDonald International Ltd. McDonald International Ltd.	C97 Conveyor C98 Conveyor C99 Conveyor C100 Conveyor C101 Conveyor C102 Conveyor C103 Conveyor C104 Conveyor	8676-197           6676-198           6676-199           6676-200           6676-201           6676-202
McDonald International Ltd. McDonald International Ltd. McDonald International Ltd. McDonald International Ltd. McDonald International Ltd. McDonald International Ltd. McDonald International Ltd.	C97 Conveyor C98 Conveyor C99 Conveyor C100 Conveyor C101 Conveyor C102 Conveyor C103 Conveyor	6676-197           6676-198           6676-199           6676-200           6676-201           6676-202           6676-203           6676-204
McDonald International Ltd. McDonald International Ltd.	C97 Conveyor C98 Conveyor C99 Conveyor C100 Conveyor C101 Conveyor C102 Conveyor C103 Conveyor C104 Conveyor C105 Conveyor	6676-197           6676-198           6676-199           6676-200           6676-201           6676-202           6676-203           6676-204           6676-205
McDonald International Ltd. McDonald International Ltd.	C97 Conveyor C98 Conveyor C99 Conveyor C100 Conveyor C101 Conveyor C102 Conveyor C103 Conveyor C104 Conveyor C105 Conveyor C106 Conveyor C106 Conveyor C107 Conveyor C108 Conveyor	6676-197           6676-198           6676-200           6676-201           6676-202           6676-203           6676-204           6676-205           6676-206
McDonald International Ltd.	C97 Conveyor C98 Conveyor C98 Conveyor C100 Conveyor C101 Conveyor C102 Conveyor C103 Conveyor C104 Conveyor C105 Conveyor C106 Conveyor C106 Conveyor C107 Conveyor C108 Conveyor C108 Conveyor	6676-197           6676-198           6676-199           6676-200           6676-201           6676-202           6676-203           6676-204           6676-205           6676-206           6676-208           6676-209
McDonald International Ltd.	C97 Conveyor C98 Conveyor C99 Conveyor C100 Conveyor C101 Conveyor C102 Conveyor C103 Conveyor C104 Conveyor C106 Conveyor C106 Conveyor C107 Conveyor C108 Conveyor C108 Conveyor C109 Conveyor C109 Conveyor C110 Conveyor	6676-197           6676-198           6676-200           6676-201           6676-202           6676-203           6676-204           6676-205           6676-206           6676-207           6676-208           6676-209           6676-209           6676-210
McDonald International Ltd.	C97 Conveyor C98 Conveyor C99 Conveyor C100 Conveyor C100 Conveyor C102 Conveyor C103 Conveyor C103 Conveyor C104 Conveyor C105 Conveyor C106 Conveyor C107 Conveyor C108 Conveyor C108 Conveyor C109 Conveyor C109 Conveyor C110 Conveyor C110 Conveyor C110 Conveyor C111 Conveyor	6676-197           6676-198           6676-199           6676-200           6676-201           6676-202           6676-203           6676-204           6676-205           6676-206           6676-207           6676-209           6676-209           6676-212
McDonald International Ltd.	C97 Conveyor         C98 Conveyor         C99 Conveyor         C100 Conveyor         C101 Conveyor         C102 Conveyor         C103 Conveyor         C104 Conveyor         C105 Conveyor         C106 Conveyor         C107 Conveyor         C108 Conveyor         C109 Conveyor         C109 Conveyor         C110 Conveyor         C110 Conveyor         C111 Conveyor         C111 Conveyor         C112 Conveyor         C113 Conveyor         C113 Conveyor	6676-197           6676-198           6676-200           6676-201           6676-203           6676-203           6676-204           6676-205           6676-206           6676-207           6676-208           6676-210           6676-212           6676-213
McDonald International Ltd.	C97 Conveyor         C98 Conveyor         C99 Conveyor         C100 Conveyor         C101 Conveyor         C102 Conveyor         C103 Conveyor         C104 Conveyor         C105 Conveyor         C106 Conveyor         C107 Conveyor         C108 Conveyor         C109 Conveyor         C109 Conveyor         C109 Conveyor         C110 Conveyor         C110 Conveyor         C111 Conveyor         C112 Conveyor         C114 Conveyor         C114 Conveyor	8676-197           6676-198           6676-200           6676-201           6676-203           6676-203           6676-204           6676-205           6676-206           6676-207           6676-208           6676-209           6676-212           6676-213           6676-214
McDonald International Ltd.	C97 Conveyor C98 Conveyor C99 Conveyor C100 Conveyor C100 Conveyor C101 Conveyor C102 Conveyor C103 Conveyor C105 Conveyor C106 Conveyor C106 Conveyor C108 Conveyor C108 Conveyor C109 Conveyor C110 Conveyor C110 Conveyor C111 Conveyor C112 Conveyor C113 Conveyor C113 Conveyor C114 Conveyor C114 Conveyor C116 Conveyor	6676-197           6676-198           6676-199           6676-200           6676-201           6676-202           6676-203           6676-204           6676-205           6676-206           6676-207           6676-208           6676-209           6676-210           6676-211           6676-214           6676-216
McDonald International Ltd.	C97 Conveyor C98 Conveyor C100 Conveyor C100 Conveyor C101 Conveyor C102 Conveyor C103 Conveyor C104 Conveyor C105 Conveyor C106 Conveyor C106 Conveyor C108 Conveyor C108 Conveyor C108 Conveyor C109 Conveyor C110 Conveyor C111 Conveyor C111 Conveyor C112 Conveyor C114 Conveyor C114 Conveyor C114 Conveyor C116 Conveyor C116 Conveyor C117 Conveyor	8676-197           6676-198           8676-200           8676-201           8676-202           6676-203           8676-204           8676-205           8676-206           8676-207           8676-208           8676-209           8676-210           8676-212           8676-216           8676-217
McDonald International Ltd.	C97 Conveyor         C98 Conveyor         C99 Conveyor         C100 Conveyor         C101 Conveyor         C102 Conveyor         C103 Conveyor         C104 Conveyor         C105 Conveyor         C106 Conveyor         C107 Conveyor         C108 Conveyor         C109 Conveyor         C109 Conveyor         C110 Conveyor         C110 Conveyor         C111 Conveyor         C112 Conveyor         C113 Conveyor         C114 Conveyor         C114 Conveyor         C117 Conveyor         C118 Conveyor         C118 Conveyor	6676-197           6676-198           6676-200           6676-201           6676-202           6676-203           6676-204           6676-205           6676-206           6676-207           6676-208           6676-209           6676-210           6676-212           6676-213           6676-214           6676-217           6676-218
McDonald International Ltd.	C97 Conveyor         C98 Conveyor         C99 Conveyor         C100 Conveyor         C101 Conveyor         C102 Conveyor         C103 Conveyor         C104 Conveyor         C105 Conveyor         C106 Conveyor         C107 Conveyor         C108 Conveyor         C109 Conveyor         C109 Conveyor         C110 Conveyor         C111 Conveyor         C112 Conveyor         C113 Conveyor         C114 Conveyor         C115 Conveyor         C116 Conveyor         C117 Conveyor         C118 Conveyor         C119 Conveyor         C119 Conveyor         C118 Conveyor         C119 Conveyor	6676-197           6676-198           6676-200           6676-201           6676-202           6676-203           6676-204           6676-205           6676-206           6676-207           6676-208           6676-209           6676-210           6676-211           6676-212           6676-213           6676-214           6676-213           6676-214           6676-217           6676-218           6676-219
McDonald International Ltd.         McDonald International Ltd.	C97 Conveyor         C98 Conveyor         C99 Conveyor         C100 Conveyor         C101 Conveyor         C102 Conveyor         C103 Conveyor         C104 Conveyor         C105 Conveyor         C106 Conveyor         C107 Conveyor         C108 Conveyor         C109 Conveyor         C109 Conveyor         C110 Conveyor         C111 Conveyor         C112 Conveyor         C113 Conveyor         C114 Conveyor         C115 Conveyor         C116 Conveyor         C117 Conveyor         C118 Conveyor         C119 Conveyor         C119 Conveyor         C112 Conveyor         C112 Conveyor         C113 Conveyor         C114 Conveyor         C117 Conveyor         C118 Conveyor         C119 Conveyor         C119 Conveyor         C119 Conveyor	6676-197           6676-198           6676-200           6676-201           6676-203           6676-203           6676-204           6676-205           6676-206           6676-207           6676-208           6676-209           6676-210           6676-212           6676-213           6676-214           6676-213           6676-214           6676-218           6676-219           6676-219
McDonald International Ltd.         McDonald International Ltd.	C97 Conveyor         C98 Conveyor         C99 Conveyor         C100 Conveyor         C101 Conveyor         C102 Conveyor         C103 Conveyor         C104 Conveyor         C105 Conveyor         C106 Conveyor         C107 Conveyor         C108 Conveyor         C109 Conveyor         C109 Conveyor         C110 Conveyor         C111 Conveyor         C112 Conveyor         C113 Conveyor         C114 Conveyor         C115 Conveyor         C116 Conveyor         C117 Conveyor         C118 Conveyor         C119 Conveyor         C119 Conveyor         C118 Conveyor         C119 Conveyor	6676-197           6676-198           6676-200           6676-201           6676-202           6676-203           6676-204           6676-205           6676-206           6676-207           6676-208           6676-209           6676-210           6676-211           6676-212           6676-213           6676-214           6676-213           6676-214           6676-217           6676-218           6676-219

VAT Number 621 7649 29 I Registered in England No. 2380043 I Registered Office: Building 7, Croxley Park, Hatters Lane, Watford, Herts, WD18 BYN I Authorised and regulated by the Financial Conduct Authority only in respect of agreements regulated by the Consumer Credit Act 1974 I The company is part of the Rabobank Group I

Page 11 of 12

1



### Description of Goods

McDonald International Ltd.	C123 Conveyor	6676-223	
McDonald International Ltd.	C124 Conveyor	6676-224	
McDonald International Ltd.	C125 Conveyor	6676-225	
McDonald International Ltd.	C126 Conveyor	6676-226	
McDonald International Ltd.	NIR08 Accelerator Conveyor	6676-01	
McDonald International Ltd.	NIR08 Catcher Hood	6676-01	
McDonald International Ltd.	NIR09 Accelerator Conveyor	6676-02	
McDonald International Ltd.	NIR09 Catcher Hood	6676-02	
McDonald International Ltd.	NIR10 Accelerator Conveyor	6676-03	
McDonald International Ltd.	NIR10 Catcher Hood	6676-03	
McDonald International Ltd.	NIR11 Accelerator Conveyor	6676-04	
McDonald International Ltd.	NIR 11 Catcher Hood	6676-04	
McDonald International Ltd.	NIR12 Accelerator Conveyor	6676-05	
McDonald International Ltd.	NIR12 Catcher Hood	6676-05	
McDonald International Ltd.	NIR13 Accelerator Conveyor	6676-06	
McDonald International Ltd.	NIR13 Catcher Hood	6676-06	
McDonald International Ltd.	NIR14 Accelerator Conveyor	6676-07	
McDonald International Ltd.	NIR14 Catcher Hood	6676-07	

Tomra NIR separators - please see the below list with Serial numbers:

PRF

N-F-430290-21-03868 N-F-430290-21-03950 N-F-430290-21-03951 N-F-430290-21-03869 N-F-430290-21-03947 N-F-430290-21-03947 N-F-430290-21-03954

#### MRF

N-F-430290-21-03870 N-F-430290-21-01079 N-F-430290-21-00967 N-F-430290-21-00771 N-F-430290-21-00726 N-F-430290-21-00562 N-F-430290-21-01080 N-F-430290-21-01096

#### Caythorpe

N-F-430290-21-05852

- Location of the Goods
  1. Mid UK Recycling, Copperhill Industrial Estate, Ermine Street, Barkston
  - Heath, Ancaster, Grantham, Lincolnshire, NG32 3FH
  - 2. The MRF, Station Road, Caythorpe, Grantham, Lincolnshire, NG32

3EW

VAT Number 621 7649 29 I Registered in England No. 2380043 I Registered Office: Building 7, Croxley Park, Hatters Lane, Watford, Herts, WD18 8YN I Authorised and regulated by the Financial Conduct Authority only in respect of agreements regulated by the Consumer Credit Act 1974 I The company is part of the Rabobank Group I

