



**Registration of a Charge**

Company Name: **FAST FORWARD FFW LIMITED**

Company Number: **07706327**



Received for filing in Electronic Format on the: **26/02/2024**

XCXORJJT

**Details of Charge**

Date of creation: **15/02/2024**

Charge code: **0770 6327 0006**

Persons entitled: **CASTLEWOOD SERVICES ONE LIMITED AND RENAISSANCE TRUST  
CORPORATION LIMITED AS TRUSTEES OF THE CW HIGHNAM  
DISCRETIONARY SETTLEMENT  
CASTLEWOOD SERVICES ONE LIMITED AND RENAISSANCE TRUST  
CORPORATION LIMITED AS TRUSTEES OF THE MV HIGHNAM  
DISCRETIONARY SETTLEMENT  
JAMES WILLIAM HIGHNAM  
HELEDD SIAN HIGHNAM**

Brief description: **N/A**

**Contains fixed charge(s).**

**Contains floating charge(s) (floating charge covers all the property or  
undertaking of the company).**

**Contains negative pledge.**

**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

**Authentication of Instrument**

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **TROWERS & HAMLINS LLP**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 7706327

Charge code: 0770 6327 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 15th February 2024 and created by FAST FORWARD FFW LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 26th February 2024 .

Given at Companies House, Cardiff on 27th February 2024

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**

I certify that, save for material redacted pursuant to s.859G of the Companies Act 2006, this copy instrument is a correct copy of the original instrument.

*Trowers & Hamlin LLP*

21 February 2024

Trowers & Hamlin LLP

**dated** 15 February 2024

**the Chargors listed in Part B of Schedule 1**

(as Chargors)

and

**the Lenders listed in Part A of Schedule 1**

(as Lenders)

## **Composite debenture and guarantee**

Trowers & Hamlin LLP

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This Deed is subject to the terms of the Intercreditor Deed (as defined below)

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## Deed

dated 15 February 2024

### Parties

- (1) **The chargors** listed in Part B of Schedule 1 of this Deed (each a **Chargor**, together the **Chargors**); and
- (2) **The lenders** listed in Part A of Schedule 1 of this Deed (each a **Lender** together the **Lenders**).

### Introduction

- (A) The Lenders are the holders of the Notes issued by the Society pursuant to the Loan Note Instrument (each as defined below).
- (B) The Chargors have agreed to enter into this Deed to provide security to the Lenders for the obligations of the Society under the Loan Note Instrument on the terms as described below.
- (C) This Deed is subject to the terms of the Intercreditor Deed (as defined below).
- (D) It is intended by the parties to this document that it will take effect as a deed.

### Agreed terms

#### 1 Definitions and interpretation

##### 1.1 Definitions

In this Deed, unless the context otherwise requires:

**Account** means any account held by a Chargor from time to time designated as such by the Chargor and the Lenders;

**Administrator** has the meaning given to it by paragraph 1 of Schedule B1 to the Insolvency Act 1986 (incorporated by Schedule 16 to the Enterprise Act 2002);

**Assigned Contracts** means the agreements and deeds listed in Schedule 3;

**Collateral Rights** means all rights, powers and remedies of the Lenders provided by or pursuant to this Deed or by law;

**CREST** means the electronic settlement system for UK and Irish securities operated by Euroclear UK & Ireland Limited or any successor system for the time being;

**Dangerous Substances** means any substance or waste (as defined in the Environmental Protection Act 1990) which is capable of causing harm to man or any living organism supported by the Environment or damaging the Environment or public health or welfare;

**Debts** means all book and other debts of the Chargor, all other monies due and owing to the Chargor and the benefit of all rights, securities or guarantees in respect of such book and other debts;

**Default Rate** means 10% per annum;

**Environment** means the environment as defined in Section 1(2) of the Environmental Protection Act 1990;

**Environmental Law** means any applicable common or statutory law, regulation, standard or code having the force of law, any code of practice, circular, guidance note, judgment or decision of any court or tribunal relating to the protection of human health and safety, the workplace or the Environment;

**Environmental Licence** means a licence, permit, certificate of registration, consent, or approval, including any conditions which attach thereto, which relates to or affects the Security Assets and which is required by an Environmental Law;

**Event of Default** has the meaning given to it in the Loan Note Instrument;

**Financial Collateral** shall have the meaning given to that expression in the Financial Collateral Regulations;

**Financial Collateral Regulations** means the Financial Collateral Arrangements (No 2) Regulations 2003 (SI 2003/3226);

**Finance Document** means the Loan Note Instrument and any other document designated as such by the Lenders and a Chargor from time to time;

**Fixtures** means all buildings, erections and structures at any time on or in the course of construction on the Mortgaged Property and includes all fixtures and fittings and fixed plant and machinery now and from time to time in or on the Mortgaged Property;

**Floating Charge Assets** means the assets charged pursuant to clause 4.3;

**Insurances** means all contracts and policies of insurance of whatever nature which are from time to time taken out by or with the authority or on behalf of the Chargor in relation to the Security Assets or any part of them;

**Intellectual Property** means claims and intellectual property rights including all patents, patent applications, trade marks and service marks (whether registered or not), trade mark applications, service mark applications, trade names, registered designs, design rights, copyrights, computer programmes, know-how and trade secrets and all other industrial or intangible property or rights and all licences, agreements and ancillary and connected rights relating to intellectual and intangible property now or from time to time after the date of this deed owned by any Chargor;

**Intercreditor Deed** has the meaning given to it in the Loan Note Instrument;

**Loan Note Instrument** means the loan note instrument dated on or around the date of this Deed constituting the Notes;

**Mortgaged Property** means all the freehold and leasehold property specified in Schedule 2 and any other freehold or, as the case may be, leasehold property which is the subject of a Security Interest under this Deed;



**Notes** means the £11,900,000 0% Secured Loan Notes 2025 issued by the Society pursuant to the Loan Note Instrument;

**Occupational Lease Document** means any tenancy or licence to occupy or any agreement for any of the same from time to time granted or entered into by any Chargor in respect of any part of the Mortgaged Property and any licence, consent or approval given thereunder;

**Performance Related Payment** has the meaning given to it in the SPA;

**Planning Acts** means the **consolidating Acts** as defined in the Planning (Consequential Provisions) Act 1990 together with the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substances) Act 1990, the Planning (Consequential Provisions) Act 1990, the Planning and Compensation Act 1991, the Local Government Planning and Land Act 1980, the Ancient Monuments and Archaeological Areas Act 1979, the Planning and Compulsory Purchase Act 2004, the Planning Act 2008, the Localism Act 2011 and the Growth and Infrastructure Act 2013 and all applicable laws, orders, regulations, instruments, by laws, instructions and standards, whether national, regional or local, including any subordinate legislation relating to town and country planning and to the use and/or occupation of a Mortgaged Property;

**Receiver** means any receiver appointed under this Deed or pursuant to any applicable law, whether alone or jointly, and includes a receiver and/or manager;

**Related Rights** means, in relation to any asset which comprises the Security Assets:

- (a) the proceeds of sale of any part of that asset;
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset;
- (c) all rights, covenants, easements, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of that asset; and
- (d) any monies and proceeds paid or payable in respect of that asset;

**Rent** means all amounts payable to or for the benefit of any Chargor by way of rent or licence fee, service charge, dilapidations, ground rent and rent charge in respect of any part of the Mortgaged Property whether under an Occupational Lease Document or otherwise and all other monies payable to or for the benefit of the Chargor in respect of the occupation or use of any part of the Mortgaged Property;

**Secured Liabilities** means any Performance Related Payment and all present and future monies, obligations and liabilities now or hereafter due owing or incurred to the Lenders by any Chargor under any Finance Document in any manner whatsoever, in any currency or currencies (whether present or future, actual or contingent) and whether owed by the Chargor as principal or surety or incurred solely or jointly with another, together with all interest accruing thereon and all costs, charges and expenses incurred by the Lenders in connection therewith;

**Securities** means all shares, stock, warrants, debentures, and other securities present and future (certificated or uncertificated) or units in an account of balance (whether held in the

name of any Chargor or by a nominee) of any Chargor and all income and rights deriving from or attaching to the same;

**Security** means the security constituted by or pursuant to this Deed;

**Security Assets** means all the assets, rights, property and undertaking of any Chargor from time to time mortgaged, charged, assigned or agreed to be assigned to, the Lenders by any Chargor under this Deed including, without limitation, the Mortgaged Property;

**Security Financial Collateral Arrangement** shall have the meaning given to that expression in the Financial Collateral Regulations;

**Security Interest** means any mortgage, pledge, lien, charge, security assignment, right of set off, hypothecation or security interest or any other agreement or arrangement having the effect of conferring security (including, for the avoidance of doubt, a floating charge) or any other type of preferential arrangement (including, without limitation, title transfer or retention of title) having a similar effect;

**Security Period** means the period beginning on the date hereof and ending on the date upon which the Lenders are satisfied that all the Secured Liabilities have been irrevocably and unconditionally paid and discharged in full and no further Secured Liabilities are capable of being outstanding;

**Senior Discharge Date** means the 'Discharge Date' under and as defined in the Intercreditor Deed;

**SPA** has the meaning given to it in the Loan Note Instrument;

**Society** means First Milk Limited, more particularly described in Schedule 1;

**Sterling** means the lawful currency of the United Kingdom;

**Tax** includes any form of taxation, levy, duty, charge, contribution or impost of whatever nature (including any applicable fine, penalty, surcharge or interest) imposed by any government authority, body or official (whether central, local, state or federal) anywhere in the world competent to impose any of them; and

## 1.2 Interpretation

In this Deed, unless the context otherwise requires, a reference to:

- 1.2.1 **assets** includes present and future properties, undertakings, revenues, rights and benefits of every description;
- 1.2.2 an **authorisation** includes an authorisation, consent, approval, resolution, licence, exemption, filing or registration;
- 1.2.3 the **Chargors** or the **Lenders** includes a reference to its respective successors, permitted assigns and permitted transferees;
- 1.2.4 a **person** includes a permitted body corporate, unincorporated association and partnership, in each case, whether or not having a separate legal personality;

- 1.2.5 a **regulation** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;
- 1.2.6 one gender shall include a reference to any other genders; an individual will be treated as including corporations and vice versa; words importing the singular will be treated as including the plural and vice versa and words importing the whole will be treated as including a reference to any part, in each case except where the context specifically requires otherwise;
- 1.2.7 this Deed or to any provision of this Deed or any other document (including, without limitation any of the Finance Documents) is a reference to it as amended, restated, supplemented, varied or novated from time to time;
- 1.2.8 the words **include** or **including** (or any similar term) are not to be construed as implying any limitation and general words introduced by the word **other** (or any similar term) will not be given a restrictive meaning by reason of the fact that they are preceded or followed by words indicating a particular class of acts, matters or things;
- 1.2.9 a statute, a statutory provision, enactment or subordinate legislation is a reference to any amendment, modification, extension, consolidation, replacement or re-enactment of any such statute, statutory provision, or enactment, whether before or after the date of this Deed;
- 1.2.10 the making of an administration order shall be treated as including a reference to the appointment of an Administrator under paragraph 14 (by the holder of a qualifying floating charge in respect of the Chargor's property) or paragraph 22 (by the Chargor or the directors of the Chargor) of Schedule B1 to the Insolvency Act 1986; and
- 1.2.11 the making of an application for an administration order by petition shall be treated as including a reference to making an administration application to the court under Schedule B1 to the Insolvency Act 1986, appointing an Administrator under paragraphs 14 or 22 of that Schedule, or giving notice under paragraphs 15 or 26 of that Schedule of intention to appoint an Administrator.

### 1.3 **Loan Note Instrument**

- 1.3.1 Words and expressions defined in the Loan Note Instrument will have the same meanings when used in this Deed, unless the context otherwise requires. In the case of inconsistency, definitions set out in the Loan Note Instrument will prevail.
- 1.3.2 In the event of any inconsistency, ambiguity or discrepancy between the provisions of the Loan Note Instrument and the provisions of this Deed, then the provisions of the Loan Note Instrument shall prevail.

### 1.4 **Headings**

The clause, paragraph and Schedule headings and the table of contents are inserted for ease of reference only and will not affect construction.

1.5 **Law of Property (Miscellaneous Provisions) Act 1989**

For the purposes of Rule 68 of the Land Registration Rules 2003 (as amended) the covenant set out in section 4(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 will be extended by the provisions of this Deed.

1.6 **Nature of security over Mortgaged Property**

A reference in this Deed to a **charge or mortgage of or over the Mortgaged Property** includes:

1.6.1 all buildings and Fixtures and fittings (including trade and tenant's Fixtures and fittings) and fixed plant and machinery which are situated on or form part of the Mortgaged Property at any time; and

1.6.2 all Related Rights.

1.7 **Third party rights**

A person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce, or to enjoy, any term of this Deed.

1.8 **Qualifying floating charge**

This Deed contains a qualifying floating charge which gives the Lenders the power to appoint an Administrator of any Chargor and paragraph 14 of schedule B1 to the Insolvency Act 1986 applies to the floating charge created by clause 4.3 of this Deed.

1.9 **Avoidance of payments**

If the Lenders consider an amount paid by any Chargor in respect of the Secured Liabilities is capable of being avoided or otherwise set aside on the insolvency, liquidation or administration of any Chargor or otherwise set aside, that amount shall not have been irrevocably and unconditionally paid for the purposes of this Deed.

2 **Payment of Secured Liabilities**

2.1 **Covenant to pay**

Each Chargor covenants with the Lenders that it will, on demand, pay and discharge the Secured Liabilities as and when they fall due for payment in the manner provided in the relevant Finance Document.

2.2 **Interest on demand**

If the Chargors fail to pay any sum on the due date for payment of that sum the Chargors will pay interest on such sum (before and after any judgment) from the date of demand until the date of payment calculated at the Default Rate.

3 **Guarantee and indemnity**

3.1 Each Chargor irrevocably and unconditionally jointly and severally:

3.1.1 guarantees to the Lenders punctual performance by each other Chargor of the Secured Liabilities;

- 3.1.2 undertakes with the Lenders that whenever another Chargor does not pay any amount when due under or in connection with the Secured Liabilities, that Chargor shall immediately on demand pay that amount as if it were the principal obligor; and
- 3.1.3 agrees with the Lenders that if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal, it will, as an independent and primary obligation, indemnify the Lenders immediately on demand against any cost, loss or liability it incurs as a result of another Chargor not paying any amount which would, but for such unenforceability, invalidity or illegality, have been payable by it on the date when it would have been due. The amount payable by a Chargor under this indemnity will not exceed the amount it would have had to pay under this Deed if the amount claimed had been recoverable on the basis of a guarantee.
- 3.2 The guarantee set out in clause 3.1 (above) is given subject to and with the benefit of the provisions set out in Schedule 5 (*The Guarantee*).
- 3.3 If any Chargor fails to pay any sum on the due date for payment of that sum, such Chargor shall pay default interest on any such sum (before and after any judgment and to the extent interest at a default rate is not otherwise being paid on such sum) from the due date for payment until the date of actual payment at the Default Rate.

#### 4 **Security**

##### 4.1 **Fixed charges**

Each Chargor hereby charges in favour of the Lenders with full title guarantee as continuing security for the payment and discharge of the Secured Liabilities:

- 4.1.1 (a) by way of a first fixed legal mortgage the Mortgaged Property;  
(b) by way of a first fixed legal mortgage all estates or interests in any freehold or leasehold property (except any assets specified in clause 4.1.1) now or in the future belonging to it;
- 4.1.2 by way of first fixed charge:  
(a) the benefit of all present and future licences, consents and authorisations (statutory or otherwise) held or utilised by the Chargors in connection with the Security Assets or the use of any of the Security Assets and all rights in connection with them;  
(b) the benefit of all other contracts, guarantees, appointments, covenants and warranties relating to the Mortgaged Property and other documents to which the Chargors are a party or which are in its favour or of which it has the benefit relating to letting, development, sale, purchase, use or the operation of the Mortgaged Property or any part of it or otherwise relating to the Mortgaged Property;  
(c) all Fixtures;  
(d) all monies from time to time standing to the credit of the Account(s);  
(e) the Securities;

- (f) the Debts and the proceeds of payment or realisation of each of them;
- (g) all choses in action and the Intellectual Property;
- (h) all present and future goodwill, uncalled and called but unpaid capital of the Chargors;
- (i) all furniture, furnishings, tools, vehicles, computers, computer software and hardware and office and other equipment and other chattels belonging to the Chargors and not regularly disposed in the ordinary course of business and in each case save to the extent that any such items form part of the relevant Chargor's stock in trade together with the benefit of all contracts, licences and warranties relating to the same;
- (j) all its rights and interests in and claims under the Insurances issued in relation to the Security Assets;
- (k) all negotiable instruments at any time drawn, issued or endorsed in favour of or held by or on behalf of, the Chargors, including any such instruments which at any time have been deposited with the Lenders (whether or not endorsed by the Lenders); and
- (l) insofar as the legal mortgages referred to in clause 4.1.1 or any of the assignments referred to in clause 4.2 shall for any reason be ineffective as a legal mortgage or an assignment, the assets referred to in those clauses.

#### 4.2 **Assignments**

Each Chargor hereby assigns and agrees to assign by way of security to the Lenders with full title guarantee for the payment and discharge of the Secured Liabilities all the Chargors' right, title and interest in, to and under each of the following present and future assets:

- 4.2.1 the benefit of each of the Assigned Contracts and the benefit of any guarantee or security for the performance of each Assigned Contract;
- 4.2.2 all its rights and interests in the Rent and the benefit of any guarantee or security in respect of the Rent;
- 4.2.3 all its rights and interests in and claims under the Insurances;
- 4.2.4 all rights and claims in relation to any Mortgaged Property including, without limitation, all rights and claims against any lessees, tenants, sub-lessees, sub-tenants, licensees or occupiers of the Mortgaged Property from time to time and all guarantors and sureties for the obligations of such persons (whether under the Occupational Lease Documents or otherwise).
- 4.2.5 the benefit of all contracts, deeds, undertakings, agreements, rights, warranties, securities, covenants, guarantees, bonds and indemnities of any nature now or at any time enjoyed or held by the Chargors and relating to the Mortgaged Property and all compensation paid in relation to the Mortgaged Property and all VAT payable on the same;

- 4.2.6 the benefit of any development documents and all undertakings, agreements, rights, warranties, securities, covenants, guarantees, bonds and indemnities of any nature now or at any time enjoyed or held by the Chargors;
- 4.2.7 the benefit of all guarantees, warranties and representations given or made by, and any rights or remedies to which the Chargors may now or in the future be entitled against, all or any professional advisors and contractors in relation to the Mortgaged Property, and any business carried on thereat, and the manufacturer supplier and installers of all plant, machinery, Fixtures and fittings or other items now or hereafter in buildings located on the Mortgaged Property and any other person now or from time to time under contract or under a duty to any Chargor including without limitation the right to prosecute in the name of any Chargor proceedings against any such person and the benefit of all sums recovered in proceedings against all or any such persons; and
- 4.2.8 all claims, remedies, awards or judgments paid or payable to the Chargors (including, without limitation, all liquidated and ascertained damages payable to the Chargors under the above),

provided that, in each case, to the extent (if any) that the benefits, rights, titles, claims and interests assigned under this clause 4.2 are not assignable, such assignment will operate as an assignment of all proceeds received by the Chargors in connection with such benefits, rights, titles, claims and interests.

#### 4.3 **Floating charge**

The Chargors hereby charge in favour of the Lenders with full title guarantee for the payment **and discharge of the Secured Liabilities by way of floating charge the whole of the Chargor's** undertaking, property and assets, present and future wherever situate not from time to time subject to an effective mortgage, fixed charge or assignment under this Deed.

### 5 **Conversion of the Floating Charge**

#### 5.1 **Notice of conversion**

- 5.1.1 The Lenders may from time to time, by notice in writing to the Chargors following the occurrence of Event of Default or if the Lender has reasonable grounds for considering those assets to be in danger of being seized or sold under any form of distress, attachment, execution, diligence or other legal process or to otherwise be in jeopardy, convert the floating charge contained in clause 4.3 into a fixed charge as regards any Floating Charge Assets specified in such notice.
- 5.1.2 The floating charge created by clause 4.3 of this Deed may not be converted into a fixed charge solely by reason of the obtaining of a moratorium or anything done with a view to obtaining a moratorium under Part A1 of the Insolvency Act 1986. This does not apply in respect of any floating charge referred to in subsection (4) of section A52 of Part A1 of the Insolvency Act 1986.

#### 5.2 **Automatic conversion**

Notwithstanding anything contained in this Deed, if (without the prior written consent of the Lenders);

- 5.2.1 any Chargor creates any Security Interest over or otherwise encumbers any of the Security Assets created by this Deed or attempts to do so other than as permitted under the Finance Documents or the Intercreditor Deed;
- 5.2.2 any person levies or attempts to levy any distress, execution, diligence, sequestration or other process against the Security Assets which is not frivolous and vexatious and/or being diligently contested by the Chargors;
- 5.2.3 a resolution is passed or a petition is presented for the winding up, dissolution, administration or re-organisation of any Chargor other than any petition which is frivolous and vexatious has been disclosed to the Lenders and is being diligently contested by the Chargors;
- 5.2.4 a Receiver or an administrative receiver is appointed over the Security Assets or, if any person entitled to do so, gives notice of intention to appoint a Receiver or an administrative receiver over the Security Assets or files such a notice with the court; or
- 5.2.5 an Administrator is appointed in respect of any Chargor or the Lenders receives notice of an intention to appoint an Administrator in respect of any Chargor,

the floating charge created by this Deed over the Floating Charge Assets shall with immediate effect and without notice automatically convert into a fixed charge.

## 6 **The Land Registry and further advances**

### 6.1 **Land registration**

The Chargors hereby consent to an application being made to the Chief Land Registrar by or on behalf of the Lenders to enter the following restriction (in form P of Schedule 4 to the Land Registration Rules 2003) in the Proprietorship Register of any property which is, or is required to be, registered forming part of the Mortgaged Property:

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated [the date of this Deed] in favour of [name of lenders] (as Lenders) referred to in the Charges Register or their conveyancer or an individual identified as an **authorised signatory of the Lenders**".

### 6.2 **Implied covenants**

For the purposes of Rule 68(1) of the Land Registration Rules 2003, the covenants set out in Sections 2 to 5 (inclusive) of the Law of Property (Miscellaneous Provisions) Act 1994 will be extended by the provisions of this Deed.

## 7 **Further assurance**

### 7.1 **Further assurance: general**

The Chargors shall, at their own expense, promptly do all such acts or execute all such documents (including, without limitation, assignments, transfers, mortgages, charges, notices and instructions) as the Lenders or any Receiver may specify (and in such form as the Lenders or any Receiver may require) in favour of the Lenders or their nominees:



- 7.1.1 to perfect or protect the security created or intended to be created in respect of the Security Assets (which may include the execution by any Chargor of a mortgage, fixed charge or assignment over all or any of the assets constituting, or intended to constitute, Security Assets) or for the exercise of the Collateral Rights; and/or
- 7.1.2 to facilitate the realisation of the Security Assets; and/or
- 7.1.3 to obtain all necessary consents to procure the registration of this Deed with the registrar of companies (if applicable) and, in respect of the Mortgaged Property, at the Land Registry or on the Land Charges Register, as appropriate.

## 7.2 **Consents**

The Chargors will use all reasonable endeavours to obtain (in form and content satisfactory to the Lenders) as soon as possible any consents necessary to enable the relevant Security Assets purported to be so charged or assigned to be the subject of an effective fixed charge or assignment pursuant to clauses 4.1 and 4.2 and, immediately upon obtaining any such consent, the relevant Security Asset shall become subject to such Security and the Chargors shall promptly deliver a copy of each such consent to the Lenders.

## 7.3 **Notice of assignment of Assigned Contracts**

The Chargors will promptly following the Senior Discharge Date if requested by the Lenders give notice of assignment in the form set out in Part 1 of Schedule 6 to each counterparty to an Assigned Contract and shall use reasonable endeavours to procure that each relevant party acknowledges that notice substantially in the form set out in Part 2 of Schedule 6.

## 7.4 **Notice to tenants under Occupational Lease Documents**

Following the Senior Discharge Date, at any time after an Event of Default is continuing, the Chargors shall issue a notice in the form of Part 1 of Schedule 7 to all other parties to any Occupational Lease Document to pay Rent and all other sums (including, without limitation, each guarantee or security in respect of the Rent) due under any Occupational Lease Document to the Lenders or into such Account as the Lenders may require and use reasonable endeavours to procure that such parties acknowledge such notice in the form of Part 2 of Schedule 7.

## 7.5 **Preservation of rights**

Neither the obligations of the Chargors contained in this Deed nor the rights, powers and remedies conferred in respect of the Chargors upon the Lenders by the Finance Documents or by law shall be discharged, prejudiced or otherwise affected by:

- 7.5.1 the winding-up, dissolution, administration or reorganisation of any Chargor or any other person or any change in its status, function, control or ownership;
- 7.5.2 any of the obligations of any Chargor or any other person under Finance Documents or under any other security relating to the Finance Documents being or becoming illegal, invalid, unenforceable or ineffective in any respect;

- 7.5.3 any time or other indulgence being granted or agreed to be granted to any Chargor or any other person in respect of its obligations under the Finance Documents;
- 7.5.4 any amendment to, or any variation, waiver or release of any obligation of the Chargor or any other person under the Finance Documents;
- 7.5.5 any failure to take, or fully to take, any security contemplated by the Finance Documents or otherwise agreed to be taken in respect of any Chargor's or any **other person's obligations under the Finance Documents;**
- 7.5.6 any failure to realise or fully to realise the value of, or any release, discharge, exchange or substitution of, any security taken or agreed to be taken in respect **of any Chargor's or any other person's obligations under the Finance Documents;** or
- 7.5.7 any other act, event or omission which, but for this clause 7.5, might operate to discharge, impair or otherwise affect any of the obligations of any Chargor or any other person or any of the rights, powers or remedies conferred upon the Lenders by the Finance Documents or by law.

## 8 **Negative pledge and disposal restrictions**

### 8.1 **Negative pledge**

Save as permitted by the Finance Documents or the Intercreditor Deed, no Chargor will, without the prior written consent of the Lenders, create, purport to create, or permit to subsist (in favour of any person other than the Lenders) any Security Interest over any of the Security Assets now or in the future, or agree or attempt to do so.

### 8.2 **Disposal of fixed charge assets**

Save as permitted by the Finance Documents, no Chargor will, without the prior written consent of the Lenders (whether by a single transaction or number of related or unrelated transactions, and whether at the same time or over a period of time) sell, transfer, lease out, lend or otherwise dispose of any of the Security Assets charged or assigned by clauses 4.1 and 4.2 or following the crystallisation of the floating charge created by clause 4.3 the Floating Charge Assets charged by clause 4.3 or any interests therein or the right to receive or to be paid the proceeds arising from their disposal or agree or attempt to do so.

### 8.3 **Disposal of Floating Charge Assets**

Save as permitted by the Finance Documents, the Chargors will not dispose of any of the Floating Charge Assets charged by clause 4.3 other than in the ordinary course of and for the purposes of, carrying on its trading business whilst the floating charge remains uncrystallised.

## 9 **General undertakings**

### 9.1 **Duration and benefit**

The undertakings in this clause 9:

- 9.1.1 shall remain in force during the Security Period; and

9.1.2 and are given to the Lenders.

9.2 **Security created**

Subject to both the Intercreditor Deed and to registration with the registrar of companies (if applicable), at the Land Registry or at the Land Charges Registry as appropriate, this Deed creates those Security Interests it purports to create ranking as set out above and is not liable to be avoided or otherwise set aside on the liquidation or administration of the Chargor or otherwise.

9.3 **Not to jeopardise the Security**

The Chargors will not do or allow to be done anything which could reasonably be expected materially to decrease the value of the Security to the Lenders (other than fair wear and tear arising from the use of the Security Assets in the ordinary course of business).

9.4 **Maintenance**

The Chargors will keep all plant, machinery, Fixtures, fittings, vehicles, computers and other equipment included in the Security Assets in a good state of repair and in good working order and condition (subject to fair wear and tear).

9.5 **Information and access**

Each Chargor will, at the request of the Lenders (acting reasonably), promptly provide the Lenders with such information as the Lenders may reasonably require about the Security Assets and that Chargor's compliance with the terms of this Deed.

9.6 **Law**

The Chargors will comply with all applicable laws, regulations and authorisations affecting the Security Assets.

10 **Mortgaged Property**

Each Chargor undertakes to the Lenders at all times during the Security Period:

10.1 **Repair**

to keep the Mortgaged Property in good and substantial repair and condition (subject to fair wear and tear);

10.2 **Outgoings**

to pay punctually all Taxes, rents, rates, duties, assessments and other outgoings payable in respect of the Mortgaged Property;

10.3 **Covenants**

to perform and observe all covenants (positive and restrictive), conditions and stipulations from time to time affecting the Mortgaged Property or the use or enjoyment of it;

10.4      **Development**

(within the meaning of that expression in the Planning Acts and being development for which the permission of the local planning authority is required) not without the prior written consent of the Lenders to carry out or permit any development of the Mortgaged Property, or remove any of the Fixtures on the Mortgaged Property (except in connection with the renewal or replacement of them);

10.5      **User**

to use the Mortgaged Property only for such purpose or purposes as may for the time being be authorised as the permitted use or user thereof under or by virtue of the Planning Acts;

10.6      **Planning**

10.6.1      to comply with any conditions attached to any planning permissions relating to or affecting the Mortgaged Property;

10.6.2      not without the prior written consent of the Lenders to make any application for planning permission or implement any planning permission obtained or enter or agree to enter into any agreement or undertaking under the Planning Acts in each case in respect of the Mortgaged Property;

10.7      **Information**

at the request of the Lenders promptly to provide the Lenders with such documents or information relating to the Mortgaged Property or its development as the Lenders may reasonably require;

10.8      **Compliance with leases**

where the Mortgaged Property is leasehold or subject to any lease, agreement for lease, tenancy or licence:

10.8.1      to observe and perform all the covenants, stipulations and obligations contained in any lease, agreement for lease, tenancy or licence affecting the Mortgaged Property of which the relevant Chargor is the lessee, tenant or licensee; and

10.8.2      to comply with all covenants on the part of the lessor or licensor contained in the lease, agreement for lease, tenancy or licence affecting the Mortgaged Property of which the relevant Chargor is the lessor or licensor;

10.9      **Environmental matters**

10.9.1      to obtain and maintain all licences required by it under Environmental Law and comply in all material respects with all Environmental Law applicable to it; and

10.9.2      to ensure that no Dangerous Substances are used, disposed of, generated, stored, transported, deposited, buried or emitted at, on, from or under any premises (whether or not owned, leased, occupied or controlled by it) in circumstances where this might result in a liability of the Lenders;

10.10      **Leases**

10.10.1      not without the previous consent in writing of the Lenders to grant or agree to grant (whether in exercise or independently of any statutory power) any lease or

tenancy of the Mortgaged Property or any part thereof or accept a surrender of any lease or tenancy or confer upon any person any contractual licence or right to occupy the Mortgaged Property and provided, on request by the Lenders, it notifies the Lenders of all leases, tenancies, licences or rights to occupy granted or surrendered by it and if so reasonably requested by the Lenders provided it sends a copy thereof to the Lenders forthwith upon request;

- 10.10.2 to enforce and not waive or release the covenants, conditions, agreements and obligations contained in or imposed by any of the Occupational Lease Documents or any guarantee in respect of the obligations of the tenants, lessees, licensees or other parties thereunder which materially affects or is reasonably likely to materially affect the value of the Mortgaged Property;
- 10.10.3 not without the prior written consent of the Lenders to accept or agree to accept the surrender or alteration of any of the Occupational Lease Documents which materially affects or is reasonably likely to materially affect the value of the Mortgaged Property and observe and perform all the covenants, conditions, agreements and obligations on its part in all material respects; and
- 10.10.4 to deliver to the Lenders within 14 days of demand full particulars of all Occupational Lease Documents.

#### 10.11 **Commonhold**

The Chargors shall not convert, or permit the conversion of, any freehold estate of any of the Mortgaged Property to a freehold estate in commonhold land under Part 1 of the Commonhold and Leasehold Reform Act 2002.

### 11 **Insurance**

#### 11.1 **Insured Risks**

Except where insured by the lessor of any Mortgaged Property, the Chargors will insure all of the Security Assets (which are of an insurable nature) against:

- 11.1.1 third party and public liability; and
- 11.1.2 any other risks normally insured against by persons carrying on the same class of business as that carried on by it.

#### 11.2 **Application**

Subject to the provisions of any lease or prior charge of all or part of the Security Assets and the Intercreditor Deed, all monies received or receivable under any Insurances must be applied:

- 11.2.1 in replacing, restoring or reinstating the Security Assets destroyed or damaged or in any other manner which the Lenders may agree; or
- 11.2.2 if the Lenders so direct and the terms of the relevant Insurances allow in or towards satisfaction of the Secured Liabilities.

11.3 **Avoidance of policy**

The Chargors will not do or permit anything to be done which may make the Insurances void or voidable.

11.4 **Premiums**

The Chargors will promptly pay all premiums and do all other things necessary to keep the Insurances in force.

11.5 **Return of policy**

The Chargors will, immediately at the request of the Lenders, produce to the Lenders the policy, certificate or cover note relating to any of the Insurances and the receipt for the payment of the last premium and will if the Lenders request deposit all Insurances with the Lenders.

12 **Assigned Contracts**

12.1 **Performance**

The Chargors will remain liable to perform all the obligations to be performed in respect of any of the Assigned Contracts and the Lenders will have no obligation of any kind whatsoever in relation to them or be under any liability whatsoever in the event of any failure by a Chargor to perform its obligations in respect of them. The Chargors agree to indemnify and hold the Lenders harmless from all costs, claims, damages or liabilities whatsoever and howsoever arising out of the performance of or the failure in performance of any **Chargor's** obligations in respect of the Assigned Contracts.

13 **Securities**

13.1 **Calls and other payments**

In relation to the Securities:

13.1.1 the Chargors will duly and promptly pay all calls or other payments due or payable in respect of any Securities and will comply with all other conditions and obligations assumed by it in relation to any of the Securities;

13.1.2 the Lenders will not incur any liability in relation to any calls or other payments relating to the Securities;

13.1.3 if any Chargor defaults in complying with its obligations under clause 13.1.1 the Lenders may in its absolute discretion make such payments on behalf of the relevant Chargor; and

13.1.4 the Chargors agree to reimburse the Lenders on demand all sums expended by the Lenders under clause 13.1.3.

13.2 **Notices**

The Chargors will forward to the Lenders any notices, reports, accounts, circulars and other documents relating to the Securities material to the rights of the Lenders hereunder promptly after they are received.

13.3 **Rights prior to enforcement**

Until the Security becomes enforceable the Chargors may exercise or direct all voting and other rights relating to the Securities provided that such exercise does not adversely affect the Securities or the Lenders or the Security.

13.4 **Rights after enforcement**

Subject to clause 13.5, upon the Security becoming enforceable:

- 13.4.1 the Lenders shall be entitled to exercise in the name of any Chargor all voting or other rights in relation to the Securities and such Chargor will (and will procure that its nominees will) comply with any directions the Lenders may in their absolute discretion, give concerning the exercise of those rights and powers;
- 13.4.2 the Lenders shall be entitled to receive and retain all dividends, and other distributions paid in respect of the Securities;
- 13.4.3 the Lenders shall be entitled to exercise or direct the exercise of all voting or other rights in relation to the Securities in such means as it considers fit; and
- 13.4.4 the Lenders shall be entitled to complete all instruments of transfer or otherwise have any Securities registered in its name or the name of its nominee.

13.5 **National Security and Investment Act 2021**

The Security Agent shall not be entitled to exercise any voting rights or any other powers or rights under clause 13.4 if and to the extent that:

- 13.5.1 a notifiable acquisition would, as a consequence, take place under section 6 of the National Security and Investment Act 2021 (the **NSI Act**) and any regulations made under the NSI Act; and
- 13.5.2 either:
  - (a) the Secretary of State has not approved that notifiable acquisition in accordance with the NSI Act; or
  - (b) the Secretary of State has approved that notifiable acquisition in accordance with the NSI Act but there would, as a consequence, be a breach of the provisions of a final order made in relation to that notifiable acquisition under the NSI Act.

13.6 **Deposit of certificates**

The Chargors shall if requested by the Lenders and subject to the terms of the Intercreditor Deed, deposit with the Lenders such duly executed instruments of transfer (with the name of the transferee, date and consideration left blank) as the Lenders may require to perfect the title of the Lenders or their nominee to such Securities and/or to enable the Lenders to vest such Securities in any purchaser upon exercise of the Lenders' power of sale.

13.7 **CREST system**

- 13.7.1 In the case of the CREST system and if requested by the Lenders, the Chargors will transfer (or procure the transfer by its nominee of) the relevant units of

participating securities comprised in the Securities from its (or its nominee's) member account to its escrow balance by sending a **Transfer to Escrow** instruction to CREST identifying the Lenders or the Lenders' nominee as the escrow agent in respect of such escrow balance and any subsequent transfer or other dealings with such escrow balance will only be made with the consent of the Lenders or their nominee.

- 13.7.2 If any of the Securities held in uncertificated form in CREST is recertificated, the Chargors will procure that, immediately on receipt of the relevant investment in certificated form, it is delivered to the Lenders or their nominee together with executed blank transfer forms.

### 13.8 **Liability of the Lenders**

Each Chargor agrees with the Lenders that neither the Lenders nor the Lenders' nominee will have any liability:

- 13.8.1 for failing to present any coupon or other document relating to any of the Securities for payment or redemption;
- 13.8.2 for failing to accept any offer relating to any of the Securities;
- 13.8.3 for failing to attend or to vote at any meetings related to the Securities;
- 13.8.4 for failing to notify any Chargor of any matters mentioned in this clause 13 or of any communication received by the Lenders in relation to the Securities; or
- 13.8.5 for any loss arising out of or in connection with the exercise or non-exercise of any rights or powers attaching or accruing to the Securities or which may be exercised by the Lenders or any nominee for the Lenders under this Deed.

### 14 **Intellectual Property**

14.1 Each Chargor shall:

- 14.1.1 if requested by the Lenders at any time, register the interest of the Lenders in all or any part of any Intellectual Property;
- 14.1.2 if requested by the Lenders at any time, execute all such documents and do all such things as the Lenders may require to record the interest of the Lenders in any register relating to the Intellectual Property;
- 14.1.3 preserve, maintain and renew as and when necessary all Intellectual Property required by the Chargor for carrying on its business; and
- 14.1.4 promptly notify the Lenders of any material infringements of the Intellectual Property and take all steps as may be necessary to prevent such infringement and/or recover damages in respect thereof.

### 15 **Deposit of title deeds**

The Chargors will deposit all deeds and documents of title relating to the Security Assets with the Lenders and such other documents relating to the Security Assets as the Lenders may require from time to time, for the duration of the Security Period, except to the extent that any such Security Assets are released by the Lenders.



16 **Power to remedy**

In the case of default by any Chargor in repairing or keeping in repair or insuring the Security Assets or any part thereof or in observing or performing any of the covenants or stipulations affecting the same, the Chargor will permit the Lenders or their agents and contractors at reasonable times and on reasonable notice to enter on the Security Assets and to comply with or object to any notice served on the Chargors in respect of the Security Assets and to effect such repairs or insurance or generally do such things or pay all such costs, charges and expenses as the Lenders may consider are necessary or desirable to prevent or remedy any breach of covenant or stipulation or to comply with or object to any notice. The Chargors will indemnify and keep the Lenders indemnified against all losses, costs, charges and expenses reasonably incurred in connection with the exercise of the powers contained in this clause 16.

17 **Enforcement of Security**

17.1 **When Security becomes enforceable**

The Security shall be immediately enforceable upon and at any time after written notice is served on the Society under clause 10.1 (Acceleration) of the Loan Note Instrument. After the Security has become enforceable, the Lenders may in their absolute discretion enforce all or any part of such Security at the times, in the manner, and on the terms as they shall think fit and take possession of or hold or dispose of all or any part of the Security subject to the terms of the Intercreditor Deed.

17.2 **Exercise of powers**

At any time after the Security becomes immediately enforceable, the Lenders may, without notice to the Chargors or prior authorisation from any court, in their absolute discretion whether or not it has appointed a Receiver, exercise all or any of the powers, authorities and discretions conferred by the Law of Property Act 1925 (as varied or extended by this Deed) on mortgagees and by this Deed on any Receiver or otherwise conferred by law on mortgagees or Receivers subject to the terms of the Intercreditor Deed.

17.3 **Right of appropriation**

To the extent that any of the Security Assets constitutes Financial Collateral and this Deed and the obligations of the Chargors hereunder constitute a Security Financial Collateral Arrangement the Lenders shall have the right, at any time after this Deed has become enforceable, to appropriate all or any part of such Financial Collateral in or towards payment and/or discharge of the Secured Liabilities in such order as the Lenders in their absolute discretion may from time to time determine. For this purpose each of the Chargors and the Lenders agree that the value of such Financial Collateral so appropriated shall be (a) in the case of cash, the amount standing to the credit of each of the Account(s), together with any accrued but unposted interest, at the time the right of appropriation is exercised; and (b) in the case of Securities, the market price of such Securities at the time the right of appropriation is exercised as determined by the Lenders by reference to any recognised market index or by such other process as the Lenders may select, including, without limitation, independent valuation. In each case, each of the Chargors and the Lenders agrees that the method of valuation provided for in this clause 17 shall constitute a commercially reasonable method of valuation for the purpose of the Financial Collateral Regulations.

17.4 **Possession**

If the Lenders, any Receiver or any delegate of any such person takes possession of the Security Assets, any of them may at any time relinquish such possession.

17.5 **No liability as mortgagee in possession**

The Lenders will not be liable to account as a mortgagee in possession in respect of all or any part of the Security Assets or be liable for any loss upon realisation or for any neglect, default or omission in connection with the Security Assets to which a mortgagee in possession might otherwise be liable.

17.6 **Power of sale**

The power of sale under this Deed may be exercised notwithstanding that the Lenders or the Receiver may have previously waived or refrained from exercising that power; and no demand or notice of sale made or given under this Deed will be waived by the acceptance of any payment on account of the Secured Liabilities, or by any negotiations between the Lenders and the Chargors or any other party who is acting as agent for the Chargors or on behalf of it.

17.7 **Receiver's liability**

All the provisions of clause 17.5 will apply, mutatis mutandis, in respect of the liability of any Receiver and delegate of the Receiver or the Lenders or any officer, employee or agent of the Lenders, any Receiver or any delegate.

18 **Extension and variation of the Law of Property Act 1925**

18.1 **Extension of powers**

The power of sale or other disposal conferred on the Lenders and on any Receiver by this Deed will operate as a variation and extension of the statutory power of sale under Section 101 of the Law of Property Act 1925 and such power will arise (and the Secured Liabilities will be deemed due and payable for that purpose) on the execution of this Deed.

18.2 **Restrictions**

The restrictions contained in Sections 93 and 103 of the Law of Property Act 1925 will not apply to this Deed or to the exercise by the Lenders of its right to consolidate all or any of the Security with any other security in existence at any time or to its power of sale, which powers may be exercised by the Lenders without notice to any Chargor.

18.3 **Power of leasing**

The statutory powers of leasing may be exercised by the Lenders at any time and the Lenders and any Receiver may make any lease or agreement for lease, accept surrenders of leases and grant options on such terms as it will think fit, without the need to comply with any restrictions imposed by Sections 99 and 100 of the Law of Property Act 1925.

18.4 **Non-application**

The following provisions of the Law of Property (Miscellaneous Provisions) Act 1994 will not apply to clause 4 being:

- 18.4.1 the words 'other than any charges, encumbrances or rights which that person does not and would not reasonably be expected to know about' in Section 3(1);
- 18.4.2 the words 'except to the extent that' and all words thereafter in Section 3(2); and
- 18.4.3 Section 6(2).

#### 18.5 **Application**

Section 109(8) of the Law of Property Act 1925 will not apply, and all monies received by the Lenders or any Receiver in the exercise of any powers conferred by this Deed will be applied in the following order:

- 18.5.1 in the payment of:
  - (a) all costs, charges, liabilities and expenses incurred by the Lenders or any **Receiver in the exercise of those powers or incidental to any Receiver's** appointment, together with interest at the applicable rate set out in clause 2.2 (both before and after judgment) from the date those amounts became due until the date they are irrevocably paid in full; and
  - (b) **any Receiver's remuneration;**
- 18.5.2 in or towards discharge of all liabilities having priority to the Secured Liabilities;
- 18.5.3 in or towards the satisfaction of the Secured Liabilities in such order as the Lenders determine; and
- 18.5.4 in the payment of any surplus to the Chargor or other person entitled to it.

#### 18.6 **Application of sums received**

The Chargors will have no rights in respect of the application by the Lenders of any sums received, recovered or realised by the Lenders under this Deed.

#### 19 **Appointment of Receiver**

##### 19.1 **Appointment and removal**

Any restriction imposed by law on the right of a mortgagee to appoint a Receiver (including under Section 109 (1) of the Law of Property Act 1925) shall not apply to this Deed. At any time after the Security becomes enforceable, or if requested to do so by the Chargors, the Lenders may by deed or otherwise (acting through an authorised officer of the Lenders), without prior notice to the Chargors:

- 19.1.1 appoint one or more persons to be a Receiver of the whole or any part of the Security Assets or an Administrator of the Chargors;
- 19.1.2 remove (so far as it is lawfully able) any Receiver or an Administrator so appointed; and
- 19.1.3 appoint another person(s) as an additional or replacement Receiver(s) or Administrator(s).

## 19.2 **Capacity of Receivers**

Each person appointed to be a Receiver under this Deed will be:

- 19.2.1 entitled to act individually or together with any other person appointed or substituted as Receiver;
- 19.2.2 for all purposes will be deemed to be the agent of the Chargors which will be solely responsible for the Receiver's acts, defaults and liabilities and for the payment of his remuneration and no Receiver will at any time act as agent for the Lenders; and
- 19.2.3 entitled to remuneration for the Receiver's services at a rate to be fixed by the Lenders from time to time (without being limited to the maximum rate specified by the Law of Property Act 1925).

## 19.3 **Statutory powers of appointment**

The powers of a Receiver will be in addition to all statutory and other powers of the Lenders under the Law of Property Act 1925 (as extended by this Deed), an administrative receiver under the Insolvency Act 1986 or otherwise and such powers will remain exercisable from time to time by the Lenders in respect of any part of the Security Assets.

## 20 **Powers of Receiver** 20.1 **Powers**

Every Receiver appointed by the Lenders will (in addition to all powers conferred on the Receiver by law) have the following powers exercisable in respect of the Security Assets upon such terms and conditions as the Receiver thinks fit:

- 20.1.1 to take possession of and generally to manage the Security Assets and any business of any Chargor;
- 20.1.2 to enter into, carry into effect, complete, deliver, perform, repudiate, rescind or vary any deed, contract, transaction or arrangement to which any Chargor is or is to be a party;
- 20.1.3 to carry out on any Mortgaged Property (or on any other property which it may in the Receiver's opinion be necessary or desirable to work upon) any development or new works or complete any unfinished works of building, reconstruction, maintenance, furnishing or equipment and to apply for and obtain all planning permissions, consents or licences as may be necessary or desirable for such purposes;
- 20.1.4 to purchase or acquire any land and purchase, acquire, grant or release any interest in or right over land and enter into, take or release the benefit of covenants (positive or restrictive) binding on or benefiting the Mortgaged Property;
- 20.1.5 to sell, lease, licence, surrender or accept surrender of leases or licences of, charge or otherwise deal with and dispose of the Security Assets without

restriction including (without limitation) power to dispose of any Fixtures separately from the land;

- 20.1.6 to carry into effect and complete any transaction by executing deeds or documents in the name of or on behalf of any Chargor;
- 20.1.7 to insure the Security Assets and any works and effect indemnity insurance or other similar insurance and obtain bonds or give commitments, guarantees indemnities and security;
- 20.1.8 to engage, rely on the advice of and discharge advisers, consultants, officers, managers, agents, workmen and others;
- 20.1.9 to purchase materials, tools, equipment, goods or supplies;
- 20.1.10 to bring, continue or defend any claim, dispute, action or legal proceedings and enter into any arrangement or compromise in relation to the Security Assets or any part of them;
- 20.1.11 to redeem any security and to borrow or raise any money and secure the payment of any money in priority to the Secured Liabilities for the purposes of the exercise of the Receiver's powers and/or defraying any costs or liabilities incurred by the Receiver in such exercise;
- 20.1.12 to make any elections for value added tax purposes; and
- 20.1.13 to do any other acts or things as:
  - (a) the Receiver may consider to be necessary or desirable for the realisation of the Security Assets or any part thereof;
  - (b) as the Receiver 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.

21 **Protection of purchasers**  
21.1 **Consideration**

The receipt of the Lenders or any Receiver will be conclusive discharge to a purchaser and, in making any sale or disposal of any of the Security Assets or making any acquisition, the Lenders or any Receiver may do so for such consideration, in such manner and on such terms as any of them thinks fit.

21.2 **Protection of purchaser**

No purchaser or other person dealing with the Lenders or any Receiver will be bound to inquire whether the right of the Lenders or such Receiver to exercise any of its powers has arisen or become exercisable or be concerned with any propriety or regularity on the part of the Lenders or such Receiver in such dealings.

22 **Power of attorney**  
22.1 **Appointment and powers**

The Chargor by way of security irrevocably appoints the Lenders and every Receiver or Administrator and any delegate or sub-delegate severally to be its attorney and in its name,

on its behalf and as its act and deed to execute, deliver and perfect all documents and do all things which:

- 22.1.1 the Chargors ought to have done by this Deed (including the execution and delivery of any deeds, charges, legal mortgages, assignments or other security and any transfers of the Security Assets); and/or
- 22.1.2 enable the Lenders and any Receiver or Administrator or any delegate or sub-delegate to exercise, or delegate the exercise of, any of the rights, powers and authorities conferred on them by or pursuant to this Deed or by law (including the exercise of any right of a legal or beneficial owner of the Security Assets).

## 22.2 **Ratification**

The Chargors will ratify and confirm all things lawfully done and all documents executed by any attorney in the exercise or purported exercise of all or any of the attorney's powers.

## 23 **Effectiveness of Security**

### 23.1 **Continuing Security**

The Security will remain in full force and effect as a continuing security for the Secured Liabilities during the Security Period.

### 23.2 **Cumulative rights**

The Security and the Collateral Rights will be cumulative, in addition to and independent of every other security which the Lenders may at any time hold for the Secured Liabilities or any other obligations or any rights, powers and remedies provided by law. No prior security held by the Lenders over the whole or any part of the Security Assets will merge into the Security.

### 23.3 **No prejudice**

Neither the Security nor the Collateral Rights will be prejudiced by any time or indulgence granted to the Chargor or any other person or by any other thing which might otherwise prejudice the Security or any Collateral Right.

### 23.4 **Remedies and waivers**

No failure on the part of the Lenders to exercise, or any delay on its part in exercising, any Collateral Right will operate as a waiver thereof, nor will any single or partial exercise of any Collateral Right preclude any further or other exercise of that or any other Collateral Right.

### 23.5 **No liability**

None of the Lenders, any Receiver or any delegate or sub-delegate will be liable by reason of:

- 23.5.1 taking any action permitted by this Deed; or
- 23.5.2 any neglect or default in connection with the Security Assets; or
- 23.5.3 taking possession of or realising all or any part of the Security Assets

except in the case of negligence or wilful default or fraud upon its part.

23.6 **Partial invalidity**

If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Deed nor of such provision under the laws of any other jurisdiction will in any way be affected or impaired thereby and, if any part of the Security is invalid, unenforceable or ineffective for any reason, that will not affect or impair any other part of the Security.

23.7 **Other security**

The Lenders will not be obliged to resort to any guarantees, indemnities, Security Interests or other means of payment now or hereafter held by or available to it before enforcing this Deed and no action taken or omitted by the Lenders in connection with any such guarantee, indemnity, Security Interests or other means of payment will discharge, reduce, prejudice or affect the liability of the Chargor or the Secured Liabilities nor will the Lenders be obliged to account for any money or other property received or recovered in consequence of any enforcement or realisation of any such guarantees, indemnities, Security Interests or other means of payment.

23.8 **Variation**

No variation of the terms of this Deed will be valid unless it is in writing and executed as a deed by the Chargor and confirmed in writing by the Lenders.

24 **Release of Security**

Upon the expiry of the Security Period and the Lenders not being under any further actual or contingent obligation to make advances or provide other financial accommodation to the Chargor, the Lenders will, at the request and cost of the Chargor, release and cancel the Security and procure the reassignment to the Chargor of the property and assets assigned to the Lenders pursuant to this Deed and without recourse to, or any representation or warranty by, the Lenders or any of its nominees.

25 **Subsequent Security Interests**

If the Lenders at any time receive or are deemed to have received notice of any subsequent Security Interest affecting all or any part of the Security Assets or any assignment or transfer of the Security Assets which is prohibited by the terms of this Deed, all payments thereafter by or on behalf of the Chargors to the Lenders will be treated as having been credited to a new account of the Chargors and not as having been applied in reduction of the Secured Liabilities as at the time when the Lenders received such notice.

26 **Assignment**

26.1 **Right of Lenders to assign**

The Lenders may at any time assign or otherwise transfer all or any part of their rights under this Deed.

26.2 **Restriction on Chargor**

The Chargors may not assign or transfer any of its rights or obligations under this Deed.

26.3 **Confidentiality**

The Lenders may give such information relating to the Chargors and the Secured Liabilities as they think fit to any person proposing to take an assignment and/or transfer from the Lenders and/or to enter into contractual relations with the Lenders with respect to this Deed.

27 **Expenses, stamp taxes and indemnity**

27.1 **Expenses**

The Chargors will, from time to time on demand of the Lenders, reimburse the Lenders on a full indemnity basis for all the costs and expenses (including legal fees) together with any VAT thereon properly incurred by it or by any Receiver in connection with the exercise, preservation and/or enforcement of any of the Collateral Rights or the security contemplated by this Deed or any proceedings instituted by or against the Lenders or any Receiver as a consequence of taking or holding the security or of enforcing the Collateral Rights and such expenses will carry interest until so reimbursed at the rate referred to in clause 2.2.

27.2 **Stamp taxes**

The Chargors will pay all stamp, stamp duty land tax, registration and other Tax to which this Deed, the Security or any judgment given in connection with it is or at any time may be subject and will, from time to time, indemnify the Lenders on demand against any liabilities, costs, claims and expenses resulting from any failure to pay or delay in paying any such Tax.

27.3 **Indemnity**

The Chargors will, notwithstanding any release or discharge of all or any part of the Security, indemnify the Lenders, its agents, attorneys and any Receiver against any action, proceeding, claims, losses, liabilities and costs which it may sustain as a consequence of any breach by the Chargors of the provisions of this Deed, the exercise or purported exercise of any of the rights and powers conferred on them by this Deed or otherwise relating to the Security Assets.

28 **Payments free of deduction**

All payments to be made under this Deed will be made free and clear of and without deduction or withholding whatsoever for or on account of any Tax except to the extent that the Chargors are required by law to make such payment subject to the deduction or withholding of any Tax. If any Tax or amount in respect of Tax is required to be deducted from any amounts payable or paid by the Chargors, the Chargors will pay such additional amounts as may be necessary to ensure that after the making of the deduction or withholding which is required the relevant recipient receives and retains (free from any liability in respect of any such deduction or withholding) a net amount equal to the full amount which it would have received and retained had no such deduction or withholding been made.



29 **Discretion and delegation**

29.1 **Discretion**

Any power or discretion which may be exercised or any determination which may be made hereunder by the Lenders or any Receiver may be exercised or made in its absolute and unfettered discretion without any obligation to give reasons.

29.2 **Delegation**

Each of the Lenders and any Receiver will have full power to delegate (either generally or specifically) the powers, authorities and discretions conferred on it by this Deed (including the power of attorney) on such terms and conditions as it sees fit, which delegation may include power to sub-delegate and will not preclude either the subsequent exercise of such power, authority or discretion by the Lenders or the Receiver itself or any subsequent delegation or revocation thereof.

30 **Perpetuity period**

The perpetuity period under the rule against perpetuities, if applicable to this Deed, will be the period of 125 years from the date of this Deed (as specified in section 5(1) of the Perpetuities and Accumulations Act 2009).

31 **Counterparts**

31.1 **Number of counterparts**

This Deed may be executed and delivered in any number of counterparts, each of which is an original and which together have the same effect as if each party.

31.2 **Effectiveness of counterparts**

No counterpart shall be effective until each party has executed and delivered at least one counterpart.

32 **Certification**

Each Chargor hereby certifies that its creation of this Deed in favour of the Lenders does not contravene any of the provisions of the Companies Act 2006 or its constitutive documents.

33 **Reorganisation**

This Deed will remain binding on the Chargors notwithstanding any change in the constitution of the Lenders or its absorption by, or amalgamation with, or the acquisition of all or part of its undertaking by, any other person, or any reconstruction or reorganisation of any kind. The Security will remain valid and effective in all respects in favour of the Lenders and for any assignee, transferee or other successor in title of the Lenders.

34 **Set off**

The Lenders may set off any matured obligation due from the Chargors under this Deed against any matured obligation owed by the Lenders to the Chargors (whether actual or contingent, present or future), regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Lenders may

convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

35 **Payment of monies**

35.1 **Currency**

The Chargors' liability under this Deed is to discharge the Secured Liabilities in Sterling. If at any time the Lenders receive a payment (including by set-off) referable to any of the Secured Liabilities from any source in a currency other than Sterling, then such payment will take effect as a payment to the Lenders of the amount in Sterling which the Lenders are able to purchase (after deduction of any relevant costs) with the amount of the payment so received in accordance with its usual practice.

35.2 **Currency indemnity**

If a payment is made under a court order or in satisfaction of a claim or proof and is treated by clause 35.1 as a payment of an amount which falls short of the relevant liability of the Chargor expressed in Sterling, the Chargors as a separate and independent obligation will on demand from time to time indemnify the Lenders against such shortfall and pay interest on such shortfall from the date of such payment to the date on which the shortfall is paid.

35.3 **Certificates**

A certificate signed by an official of the Lenders as to the amount due or owing from the Chargor will be conclusive evidence against the Chargors, except in the case of manifest error.

36 **Notices**

36.1 **Service**

Any notice or communication to be given in connection with this Deed will be in writing and delivered by hand or sent by first class prepaid post and:

36.1.1 sent to the Chargors at the addresses specified in Part B of Schedule 1;

36.1.2 sent to the Lenders at the addresses specified in Part A of Schedule 1;

unless either party has communicated another address to the other in which case it must be sent to the last address or fax number so communicated.

36.2 **Receipt by Chargor**

A notice or communication sent by the Lenders to the Chargors under clause 36 will be deemed to have been received:

36.2.1 if delivered by hand, at the time of delivery; or

36.2.2 if sent by first class pre-paid post, on the next business day after posting.

36.3 **Receipt by Lenders**

Any notice or communication given to the Lenders by the Chargor shall be deemed to have been received only on actual receipt.

36.4 **Confirmation in writing**

The Chargors may not rely on any oral notice, waiver, consent, approval, representation, advice, statement or other communication by the Lenders or any of their employees, agents or representatives except where such communications are confirmed in writing and signed for the Lenders pursuant to clause 36.

36.5 **Electronic communication**

36.5.1 Any communication to be made between the Chargors and the Lenders under or in connection with this Deed may be made by electronic mail or other electronic means to the extent that they agree that, unless and until notified to the contrary, this is to be an accepted form of communication and if they:

- (a) notify each other in writing of their electronic mail address and/or any other information required to enable the sending and receipt of information by that means; and
- (b) notify each other of any change to their address or any other such information supplied by them by not less than five Business Days' notice.

36.5.2 Any electronic communication made between the Chargors and the Lenders will be effective only when actually received in readable form and in the case of any electronic communication made by the Chargors to the Lenders only if it is addressed in such a manner as the Lenders shall specify for this purpose.

36.5.3 Any electronic communication which becomes effective, in accordance with clause 36.5.2 above, after 5.00 pm in the place of receipt shall be deemed only to become effective on the following Business Day.

37 **Governing law and jurisdiction**

37.1 **Governing law**

This Deed and any non-contractual obligations arising out of or in connection with it shall be governed by, and be construed in accordance with, the laws of England.

37.2 **Exclusive jurisdiction**

The courts of England have exclusive jurisdiction to settle any dispute arising in connection with this Deed (a **Dispute**). The parties agree that these courts are the most appropriate and convenient courts to settle any Dispute that arises under or in connection with this Deed and accordingly neither party will argue to the contrary.

37.3 **Benefit of the Lenders**

This clause 37 is for the benefit of the Lenders only. As a result the Lenders will not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Lenders may take concurrent proceedings in any number of jurisdictions.

37.4 **Replacement of process agent**

If for any reason an agent appointed under clause 37.3 ceases to act, the Chargor will **promptly appoint a replacement and notify the Lenders of the appointment and the agent's**

name and address. If the Chargor does not make such an appointment within seven days of the cessation, then the Lenders may do so on its behalf and will notify the Chargor if it does so.

**This Deed** has been executed as a deed by the parties and is delivered and takes effect on the date at the beginning of this Deed.

**Schedule 1****Part A – The Lenders**

<b>Lender</b>	<b>Lender's Address for Service</b>
Castlewood Services One Limited and Renaissance Trust Corporation Limited as trustees of the CW Highnam Discretionary Settlement	Pacific House, 126 Dyke Road, Brighton, United Kingdom, BN1 3TE
Castlewood Services One Limited and Renaissance Trust Corporation Limited as trustees of the MV Highnam Discretionary Settlement	Pacific House, 126 Dyke Road, Brighton, England, BN1 3TE
James William Highnam	Hurdles Farm, Fontmell Magna, Shaftesbury, Dorset, SP7 0JP
Heledd Sian Highnam	Hurdles Farm, Fontmell Magna, Shaftesbury, Dorset, SP7 0JP

**Part B - The Chargors**

<b>The Chargors</b>	<b>Registration number (or equivalent, if any)</b>	<b>Jurisdiction of incorporation</b>	<b>Address for service</b>
First Milk Limited	Co-operative Society No. 29199R	England	1 George Square, Glasgow, Scotland, G2 1AL
The First Milk Cheese Company Limited	05893846	England	The Lake District Creamery Station Road, Aspatia, Wigton, Cumbria, CA7 2AR
Fast Forward FFW Limited	07706327	England	The Lake District Creamery Station Road, Aspatia, Wigton, Cumbria, CA7 2AR
Lake District Biogas Limited	SC491828	Scotland	1 George Square, Glasgow, Scotland, G2 1AL
Blackmore Vale Farm Cream Limited	00614228	England	1 George Square, Glasgow, Scotland, G2 1AL
Wincombe Lane Limited	08721428	England	1 George Square, Glasgow, Scotland, G2 1AL

**Schedule 2**  
**Mortgaged Property**

<b>Chargor</b>	<b>Address</b>	<b>Title Number</b>
The First Milk Cheese Company Limited	Land known as Dairy Crest Creamery, Station Road, Aspatria	CU98414
The First Milk Cheese Company Limited	All that freehold land being land lying to the south east of Station Road, Aspatria	CU93317
The First Milk Cheese Company Limited	All that freehold land being land lying to the south east of Bower Bridge, Aspatria	CU101712
The First Milk Cheese Company Limited	All that freehold land being Land and buildings on the east side of Haroldston Terrace, Haverfordwest	CYM60078
The First Milk Cheese Company Limited	All that freehold land being land lying to the south of Freemans Way, Haverfordwest	CYM214134
The First Milk Cheese Company Limited	All that freehold land being land at Clay Lane, Haverfordwest	WA689475
The First Milk Cheese Company Limited	Land lying on the East of Station Road, Aspatria	CU60876

**Schedule 3**  
**Assigned Contracts**

N/A



**Schedule 4****Shares**

<b>Company</b>	<b>Issued Share Capital</b>	<b>Shareholders</b>
The First Milk Scottish Highlands and Islands Cheese Company Limited	1 Ordinary Share of £1 each	First Milk Limited
Agricarbon UK Limited	123,457 Ordinary Shares of £0.0001 each	First Milk Limited
Fast Forward FFW Limited	825,947 A Ordinary shares 860,238 B Ordinary Shares	First Milk Limited
Lake District Biogas Limited	4,989,001 A Ordinary Shares 10,000 B Ordinary Shares 2,540,342 Redeemable Shares	The First Milk Cheese Company
Scottish Milk Products Limited	3,200,000 A Ordinary Shares 800,000 B Ordinary Shares	First Milk Limited
The First Milk Cheese Company Limited	28,000,000 of £1 each	First Milk Limited
Blackmore Vale Farm Cream Limited	8,000 Ordinary Shares of £1.00 each	First Milk Limited
Wincombe Lane Limited	10,000 ordinary shares of £1.00 each	First Milk Limited

## **Schedule 5**

### **The Guarantee**

#### **1 CONTINUING GUARANTEE**

This guarantee is a continuing guarantee and will extend to the ultimate balance of sums payable by any Chargor under the Finance Documents, regardless of any intermediate payment or discharge in whole or in part.

#### **2 REINSTATEMENT**

If any discharge, release or arrangement (whether in respect of the obligations of any Chargor or any security for those obligations or otherwise) made by the Lenders in whole or in part on the basis of any payment, security or other disposition which is avoided or must be restored in insolvency, liquidation, administration or otherwise, without limitation, then the liability of each Chargor under this Deed will continue or be reinstated as if the discharge, release or arrangement had not occurred.

#### **3 WAIVER OF DEFENCES**

The obligations of each Chargor under this Deed will not be affected by an act, omission, matter or thing which, but for this Deed, would reduce, release or prejudice any of its obligations under this Deed (without limitation and whether or not known to it or to the Lenders) including:

- (a) any time, waiver or consent granted to, or composition with, any Chargor or other person;
- (b) the release of any other Chargor or any other person under the terms of any composition or arrangement with any creditor of any member of the Group;
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any Chargor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of a Chargor or any other person;
- (e) any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of a Finance Document or any other document or security including, without limitation, any change in the purpose of, any extension or increase in or the addition of any new loan notes under any Finance Document or other document or security;
- (f) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security; or
- (g) any insolvency, administration or similar proceedings.

4 **GUARANTOR INTENT**

Without prejudice to the generality of paragraph 3 (*Waiver of defences*), each Chargor expressly confirms that it intends that this guarantee shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Finance Documents and/or any facility or amount made available under any of the Finance Documents for the purposes of or in connection with any of the following: business acquisitions of any nature; increasing working capital; enabling investor distributions to be made; carrying out restructurings; refinancing existing facilities, refinancing any other indebtedness; making facilities available to new borrowers; any other variation or extension of the purposes for which any such facility or amount might be made available from time to time; and any fees, costs and/or expenses associated with any of the foregoing.

5 **IMMEDIATE RECOURSE**

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

6 **APPROPRIATIONS**

Until all amounts which may be or become payable by the Chargors under or in connection with the Finance Documents have been irrevocably paid in full, the Lenders (or any trustee or agent on its behalf) may:

- (a) refrain from applying or enforcing any other monies, security or rights held or received by the Lenders (or any trustee or agent on its behalf) in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and no Chargor shall be entitled to the benefit of the same; and
- (b) hold in an interest-bearing suspense account any monies received from any Chargor or on account of any Chargor's liability under this Deed.

7 **DEFERRAL OF GUARANTORS' RIGHTS**

- (a) Until all amounts which may be or become payable by the Chargors under or in connection with the Finance Documents have been irrevocably paid in full and unless the Lenders otherwise directs, no Chargor will exercise any rights which it may have by reason of performance by it of its obligations under the Finance Documents or by reason of any amount being payable, or liability arising, under this Deed:
  - i to be indemnified by a Chargor;
  - ii to claim any contribution from any other guarantor of any Chargor's obligations under the Finance Documents;
  - iii to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Lenders under the Finance Documents or of any other guarantee or security taken pursuant to, or in connection with, the Finance Documents by the Lenders;

- iv to bring legal or other proceedings for an order requiring any member of the Group to make any payment, or perform any obligation, in respect of which any Chargor has given a guarantee, undertaking or indemnity under clause 3.1 (*Guarantee and indemnity*);
- v to exercise any right of set-off against any member of the Group; and/or
- vi to claim or prove as a creditor of any member of the Group in competition with the Lenders.
- vii If a Chargor receives any benefit, payment or distribution in relation to such rights it shall hold that benefit, payment or distribution to the extent necessary to enable all amounts which may be or become payable to the Lenders by any member of the Group under or in connection with the Finance Documents to be repaid in full on trust for the Lenders and shall promptly pay or transfer the same to the Lenders.

8 **ADDITIONAL SECURITY**

This guarantee is in addition to, and is not in any way prejudiced by, any other guarantee or security at the date of this guarantee or subsequently held by the Lenders.

## Schedule 6

### Part 1

#### Form of notice of assignment of an Assigned Contract

To: [       ]  
[       ]

Date:

#### Notice of Assignment

We hereby give notice that by a debenture dated [ • ] made between [       ] (the **Chargor**) (1) and [       ] (the **Lenders**) (2) (the **Debenture**), the Chargor assigned to the Lenders all its rights, title and interest present and future in [the [ • ] between you and [ • ] dated [•]] **[together with all ancillary or other agreements and documents entered into pursuant to or in connection therewith]** (each an **Agreement** and together the **Agreements**) as security for the obligations more particularly referred to in the Debenture.

By signing and returning to the Lenders the additional copy of this letter, please acknowledge notice of this Debenture and confirm and agree that:

- 1        you have not received notice of any previous assignment, charge, lien or other security interest of or affecting the Agreement(s);
- 2        all monies due or to become due from you to the Chargor under the Agreement(s) will be **paid to the Chargor's account number [ • ] ([ • ]) with [ • ] at its [•] (sort code [•])** or to such other account as the Lenders (or the Chargor and the Lenders) may notify you in writing and without set-off or counterclaim save as provided in the Agreement(s); and
- 3        you will not without prior written consent of the Lenders determine, agree to amend or accept a waiver of your obligations under the Agreement(s).

Until the Lenders serve written notice to the contrary, the Chargor will be entitled, subject to the provisions of this notice, to exercise its rights under the Agreement(s).

This letter and any non-contractual obligations arising out of or in connection with it shall be governed by, and construed in accordance with, the laws of England.

Please acknowledge receipt of this letter and your acceptance of the instructions and authorisations contained in it by sending a letter, addressed to us and the Lenders in the form attached hereto.

Yours faithfully

.....  
Authorised signatory  
for and on behalf of  
**[Chargor]**

## Part 2

### Form of acknowledgement of notice of assignment of an Assigned Contract

To: (as Lender)

Copy: [Chargor]

Dated:

Dear Sirs

#### **Acknowledgement of notice**

**We hereby acknowledge receipt of a letter (a copy of which is attached hereto) dated [•] and addressed to us by [Chargor] (the **Notice**) and hereby acknowledge the Debenture (as defined the Notice) and accept the instructions and authorisations contained in the Notice.**

We also confirm that we will pay all sums due under the Agreement(s) (as defined in the Notice) as directed in the Notice.

Yours faithfully

for and on behalf of

[ ]

## Schedule 7

### Part 1

#### Form of notice to tenants under Occupational Lease Documents

To: [ ]

[ ]

Date:

Dear Sirs

#### Notice of assignment

We refer to the lease dated [ ] and made between [ ] and [ ] (the **Lease**).

We hereby give notice that by a debenture dated [ • ] made between [ • ] (the **Chargor**) (1) and [ • ] (the **Lenders**) (2) (the **Debenture**), the Chargor charged to the Lenders all its rights, title and interest present and future over the Lease.

We irrevocably instruct and authorise you, until you receive notice from the Lenders to the contrary, and notwithstanding any previous instructions given by us to you, to pay any rent payable by you under the Lease to account at [ ], Account No. [Rent Account No.], (the **Rent Account**).

The instructions in this letter may not be revoked or amended without the prior written consent of the Lenders.

This letter and all non-contractual obligations arising out of or in connection with it shall be governed by, and construed in accordance with, the laws of England.

Please acknowledge receipt of this letter and your acceptance of the instructions and authorisations contained in it by returning a copy of this letter addressed to us and to the Lenders in the form attached hereto.

Yours faithfully

.....  
Authorised Signatory  
for and on behalf of  
[Chargor]

## Part 2

### Form of acknowledgement from tenants under Occupational Lease Documents

To: [Chargor]

[Lender]

Date:

Dear Sirs

#### Acknowledgement of notice

We hereby acknowledge receipt of the notice (a copy of which is attached hereto) dated [ ] (the **Notice**) and addressed to us by [ ] (the **Chargor**) in relation to the Lease (as defined in the Notice) and we accept the instructions and authorisations contained in the Notice.

We confirm that:

- 1 we have not, as at the date of this acknowledgement, received any notice that any third party has or will have any right or interest in, or has made or will be making any claim or demand or taking any action in respect of, the rights of the Chargor under or in respect of the Lease (as defined in the Notice); and
- 2 we shall pay all rent and all other monies payable by us under the Lease into the Rent Account (as defined in the Notice) and we shall continue to pay those monies into the Rent Account until we receive your written instructions to the contrary.

This letter and all non-contractual obligations arising out of or in connection with it shall be governed by, and construed in accordance with, the laws of England.

Yours faithfully

.....  
For and on behalf of

[Tenant]



## Signatories

### Chargors

Executed as a deed by **FIRST MILK LIMITED** acting by

**GREG JARDINE**

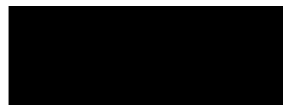
\_\_\_\_\_, a director and

**SheTagh Hancock**

\_\_\_\_\_, a director



Director



Director

Executed as a deed by **THE FIRST MILK**

**CHEESE COMPANY LIMITED**, acting by a

director in the presence of:



Signature of witness

**Denise Bryden**

Name of witness

Address of witness

**HR & Administration Manager**

Occupation of witness

I confirm I was physically present when Greg  
Jardine signed this deed.

Executed as a deed by **FAST FORWARD FFW**

**LIMITED**, acting by a director in the presence

of:



Signature of witness

**Denise Bryden**

Name of witness

Address of witness

**HR & Administration Manager**

Occupation of witness

I confirm I was physically present when Greg Jardine signed this deed.

Executed as a deed by **LAKE DISTRICT BIOGAS LIMITED**, acting by a director in the presence of:

  
Director

  
Signature of witness  
**Denise Bryden**


Name of witness

Address of witness  
**HR & Administration Manager**

Occupation of witness

**I confirm I was physically present when Greg Jardine signed this deed**

Executed as a deed by **BLACKMORE VALE FARM CREAM LIMITED**, acting by a director in the presence of:

  
Director

  
Signature of witness  
**Denise Bryden**

Name of witness

Address of witness  
**HR & Administration Manager**

Occupation of witness

**I confirm I was physically present when Greg Jardine signed this deed**

Executed as a deed by **WINCOMBE LANE LIMITED**, acting by a director in the presence of:

  
Director

  
Signature of witness  
**Denise Bryden**

Name of witness

Address of witness  
**HR & Administration Manager**

Occupation of witness

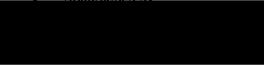
**I confirm I was physically present when Greg Jardine signed this deed**



Lenders

Executed as a deed by **CASTLEWOOD SERVICES ONE LIMITED** as trustee of the CW Highnam Discretionary Settlement, acting by a director in the presence of:

  
.....  
Director

  
.....

Signature of witness  
.....**Jodie Durrant**.....

Name of witness  
...**Renaissance Trust, Pacific House, 126 Dyke Road, BN1 3TE**  
Address of witness  
...**Trainee Trust Administrator**...  
Occupation of witness

Executed as a deed by **RENAISSANCE TRUST CORPORATION LIMITED** as trustee of the CW Highnam Discretionary Settlement, acting by a director in the presence of:

  
.....  
Director

  
.....

Signature of witness  
.....**Jodie Durrant**.....

Name of witness  
...**Renaissance Trust, Pacific House, 126 Dyke Road, BN1 3TE**  
Address of witness  
...**Trainee Trust Administrator**...  
Occupation of witness

Executed as a deed by **CASTLEWOOD SERVICES ONE LIMITED** as trustee of the MV Highnam Discretionary Settlement, acting by a director in the presence of:

  
.....  
Director


  
.....

Signature of witness  
.....**Jodie Durrant**.....

Name of witness  
...**Renaissance Trust, Pacific House, 126 Dyke Road, BN1 3TE**  
Address of witness  
...**Trainee Trust Administrator**...  
Occupation of witness

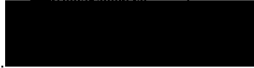

Executed as a deed by **RENAISSANCE TRUST CORPORATION LIMITED** as trustee of the MV Highnam Discretionary Settlement, acting by a director in the presence of:

  
.....  
Director

  
.....  
Signature of witness  
..Jodie Durrant.....  
Name of witness  
..Renaissance Trust, Pacific House, 126 Dyke Road, BN1 3TE  
Address of witness  
...Trainee Trust Administrator..  
Occupation of witness



Executed as a deed by **JAMES WILLIAM HIGHNAM** in the presence of:

  
.....

  
.....  
Signature of witness  
..Andrew West.....  
Name of witness  
  
Address of witness  
...Retired Project Manager.....  
Occupation of witness

Executed as a deed by **HELEDD SIAN HIGHNAM** in the presence of:

  
.....

  
.....  
Signature of witness  
..Josh Heydon.....  
Name of witness  
  
Address of witness  
..Operations Director.....  
Occupation of witness