

MR01

Particulars of a charge

✓ / 028936/13

A fee is payable with this form
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online
Please go to www.companieshouse.gov.uk

What this form is for
You may use this form
to register a charge
created or evidenced
by an instrument

What this form is NOT for
You may not use this
to register a charge where
there is no instrument
form MR08



A2BXVHMB
A17 05/07/2013 #383
COMPANIES HOUSE
--- --- *A2BQ569S*
A17 02/07/2013 #57
COMPANIES HOUSE

This form must be delivered to the Registrar for registration
21 days beginning with the day after the date of creation of the
delivered outside of the 21 days it will be rejected unless it is a
court order extending the time for delivery

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

FRIDAY
TUE

1 Company details		121 For official use
Company number	0 6 5 4 1 2 5 1	Filing in this form Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *
Company name in full	David Wood Baking Limited	

2 Charge creation date	
Charge creation date	0 1 0 7 2 0 1 3

3 Names of persons, security agents or trustees entitled to the charge	
Please show the names of each of the persons, security agents or trustees entitled to the charge	
Name	Clydesdale Bank PLC (trading as both Clydesdale and Yorkshire Bank) (Company Number SC001111)
Name	30 St Vincent Place Glasgow G1 2HL
Name	
Name	
If there are more than four names, please supply any four of these names then tick the statement below	
<input type="checkbox"/> I confirm that there are more than four persons, security agents or trustees entitled to the charge	

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Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page
Please use a continuation page if you need to enter more details

Description

Chattels Mortgage

5

Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

Yes

No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

Yes Continue

No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the company?

Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

Yes

No

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Trustee statement ①

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

① This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X



X

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

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Presenter information

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

Contact name David Kelly

Company name Clydesdale Bank PLC

Address Asset Finance Middle Office

2nd Floor, 51 West George Street (Box 240)

Post town Glasgow

County/Region

Postcode G 1 2 H L

Country United Kingdom

DX

Telephone 0141 242 1923

Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.

Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

- The company name and number match the information held on the public Register
- You have included a certified copy of the instrument with this form
- You have entered the date on which the charge was created
- You have shown the names of persons entitled to the charge
- You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- You have given a description in Section 4, if appropriate
- You have signed the form
- You have enclosed the correct fee
- Please do not send the original instrument, it must

Important information

Please note that all information on this form will appear on the public record.

£ How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House'

Where to send

You may return this form to any Companies House address. However, for expediency we advise you to return it to the appropriate address below.

For companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland.
The Registrar of Companies, Companies House,
Fourth Floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8GB
DX 481 N R Belfast 1

i Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

be a certified copy

This form has been provided free of charge by Companies House

04/13 Version 1.0

In accordance with
Sections 859A and
859J of the Companies
Act 2006

MR01 – continuation page

Particulars of a charge

4

Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6541251

Charge code: 0654 1251 0012

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st July 2013 and created by DAVID WOOD BAKING LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th July 2013

9.

Given at Companies House, Cardiff on 10th July 2013



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

DATED 1st July 2013

(1) David Wood Baking Limited

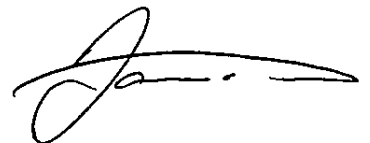
as Borrower

(2) Clydesdale Bank PLC t/a Yorkshire
Bank

as Lender

CHattel MORTGAGE

* Certified that, save for the
information redacted pursuant to
s. 859G of the Companies Act
2006, this copy instrument is a
correct copy of the original instrument.



THIS DEED is dated 01/07/2013 and is made

BETWEEN

- (1) David Wood Baking Limited incorporated under the Companies Acts (number 06541251) and having its registered office at 1 Calverley Road, Oulton, Leeds, West Yorkshire LS26 8JD (the "Borrower"), and
- (2) Clydesdale Bank PLC t/a Yorkshire Bank having its registered office at 30 St Vincent Place, Glasgow G1 2HL and a place of business at 7 North Avenue, Clydebank Business Park, Clydebank G81 2NT (which, along with its successors and assignees, is called the "Lender")

WHEREAS

The Lender has entered into the Loan Agreement with the Borrower and in consideration of the grant of the loan therein mentioned the Borrower has agreed by this Deed to grant security over the Goods to the Lender

NOW THIS DEED WITNESSES as follows

1 **DEFINITIONS AND INTERPRETATION**

1 1 In this Deed (including the Recitals) the following words and expressions shall (unless the context requires otherwise) have the following meanings -

"Assigned Documents" means any documents included in the Charged Property,

"Charged Property" means

- (a) all of the Borrower's right, title, benefit and interest, present and future, whether proprietary, contractual or otherwise under or arising out of or in respect of the Goods (including all claims for damages and other rights and remedies in respect of the Goods),
- (b) all of the Borrower's right, title, benefit and interest, present and future, whether proprietary, contractual or otherwise under or arising out of or in respect of the Insurances, and
- (c) all of the Borrower's right, title, benefit and interest, present and future, whether proprietary, contractual or otherwise under or arising out of or in respect of the Maintenance Agreements,

"Event of Default" means the occurrence of an event entitling the Lender to terminate the Loan Agreement or to accelerate the payment by the Borrower of any sums due or to become due under the Loan Agreement,

"Facility Document" means any facility letter or offer letter or any other document by which the parties have agreed terms in relation to the Loan Agreement, any agreement by which the Borrower acquires title to the Goods or any of them, or which is made between any Borrower Group Company and any Lender Group Company and relates to any of the Goods or the Loan Agreement,

"Goods" means the plant, machinery, vehicles, equipment or other goods which are mentioned in the Schedule, together with all replacements, renewals, additions, upgrades, accessories and parts applied to such goods at any time, the word "Goods" shall also be taken to be a reference to any individual item comprised in the plant, machinery, vehicles, equipment or other goods where the context in which the word is used permits this,

"Group Company" means any company which in relation to the Lender or Borrower is its subsidiary or holding company or a subsidiary of its holding company, and also in relation to the Lender only includes any company in which the Lender or any such other company has a shareholding, and any company to which the Lender could surrender tax losses by way of group or consortium relief,

"Insurances" includes all contracts of insurance from time to time taken out or entered into by the Borrower in respect of the Goods and all monies paid or payable under such contracts from time to time as the same may be amended, varied, supplemented or replaced from time-to-time,

"Loan Agreement" means the Loan Agreement between the Lender and the Borrower dated

"Maintenance Agreements" means all contracts or agreements entered into by the Borrower with any other persons relating to the maintenance or servicing of the Goods,

"Receiver" means any one or more persons appointed as receiver or receiver and manager under this Deed, and

"Secured Obligations" means all obligations of the Borrower to the Lender to pay money whether of instalment, payment, termination sum, indemnity payment, principal, interest or otherwise and whether by way of damages or otherwise which are now or at any time hereafter may become due or owing by the Borrower to the Lender hereunder or under the Loan Agreement or under any Facility Document or under any other agreement or arrangement whatsoever including without limitation any guarantees, indemnities, loans and purchase agreements whether in writing or otherwise for the time being or which may be entered into between the Borrower and the Lender

1 2 In this Deed

1 2 1 references to this Deed includes the Schedule,

1 2 2 references to clauses and Schedule are to be construed as references to the clauses of and the Schedule to this Deed,

1 2 3 references to any person shall be construed so as to include any individual, firm, company, corporation, government, state, agency of a state, association or partnership and shall include that person's assignees, transferees or successors in title,

- 1 2 4 references to any statute or statutory provision include any statute or statutory provision which amends, extends, consolidates or replaces the same, and shall include any orders, regulations, instruments or other subordinate legislation made under the relevant statute,
- 1 2 5 references to (or to any specified provisions of) this Deed or to any other document or agreement are to be construed as references to this Deed or such other document or agreement as in force for the time being and as amended, varied, supplemented, substituted or novated from time to time,
- 1 2 6 references to the singular shall include the plural and *vice versa*,
- 1 2 7 the words "including" and "in particular" are to be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words,
- 1 2 8 the words "other" and "otherwise" are not to be construed as being limited by any words preceding them,
- 1 2 9 clause and other headings are for ease of reference only and shall not affect the construction of this Deed, and
- 1 2 10 "holding company" and "subsidiary" shall have the meanings set out in section 1159 of the Companies Act 2006

2 COVENANT TO PAY

The Borrower covenants to the Lender that it will duly and punctually pay and discharge to and in favour of the Lender all the Secured Obligations as and when the Secured Obligations become due and, in addition, to pay on demand all reasonable expenses (on a full indemnity basis) incurred by the Lender in preparing, executing, enforcing or exercising any power under this Deed as a result of the Borrower's breach of any of the Secured Obligations

3 GRANT OF SECURITY

The Borrower with full title guarantee, as continuing security for the performance and payment of all the Secured Obligations, hereby mortgages to the Lender all of the right, title, benefit and interest of the Borrower whatsoever present and future in the Charged Property PROVIDED THAT if the Secured Obligations shall be unconditionally and irrevocably performed, paid and discharged in full the Lender shall at the request and cost of the Borrower, reassign, without recourse or warranty, such right, title, benefit and interest as the Lender then has in the Charged Property to the Borrower

4 COVENANTS BY THE BORROWER

4 1 The Borrower hereby covenants with the Lender that until the Secured Obligations have been paid or discharged in full, the Borrower shall -

- 4 1 1 not sell, assign, mortgage, charge or otherwise encumber, dispose of or deal with the Charged Property or of any interest or rights of action in connection with the Charged Property or agree or purport to do any such thing to or in favour of any person other than the Lender,
- 4 1 2 forthwith inform the Lender of any claim or notice relating to the Charged Property received by the Borrower from any other party or brought to the attention of the Borrower by such other party and all other matters relevant thereto,
- 4 1 3 not grant or permit third party liens or other security interests or rights to arise over or against the Charged Property,
- 4 1 4 not do or cause or permit to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the value of the security hereby given,
- 4 1 5 it will perform its obligations under the Maintenance Agreements and will do all acts and things necessary or desirable in order that the Goods remain in good repair and condition, and
- 4 1 6 it will insure and keep insured the Goods against such risks and in such amounts and otherwise upon such terms as the Lender may reasonably require and will procure that the interest of the Lender is noted upon all such Insurances and (if the Lender so requires) will produce to or deposit with the Lender all such policies and the receipts for all premium and other payments necessary for effecting and keeping up such Insurances

4 2 Whether or not this security shall have become enforceable

- 4 2 1 if the Borrower shall fail to comply with its obligations under Clause 4 1 6, the Lender may (but without being under any duty to do so itself) insure and keep insured the Goods and the Borrower shall be liable to the Lender for the expenses incurred by the Lender in so doing, and
- 4 2 2 all sums at any time payable under any Insurances in respect of the Goods shall be paid to the Lender (and if the same be not paid directly to the Lender shall be held by the Borrower as trustee of the same for the benefit of the Lender and the Borrower shall account to the Lender accordingly) and shall at the option of the Lender be applied in making good or recouping expenditure in respect of the loss or damage for which such monies are received or towards discharge or reduction of the Secured Obligations

4 3 The Borrower shall ensure that nothing is done or omitted to be done whereby any of the Insurances might be invalidated

5 **REPRESENTATIONS AND WARRANTIES BY THE BORROWER**

The Borrower hereby represents and warrants to the Lender as a continuing representation and warranty during the period whilst any of the Secured Obligations remain outstanding that -

- 5 1 it has good title to the Charged Property free of any and all security interests, mortgages, charges, liens or encumbrances,
- 5 2 it has power to enter into and observe its obligations under this Deed,
- 5 3 its obligations under this Deed are not void, voidable or unenforceable,
- 5 4 this Deed and the transactions under them do not contravene its constituent documents or its obligations, or cause a limitation on its powers or the powers of its directors to be exceeded
- 5 5 no Event of Default or event which with the giving of notice, lapse of time or fulfilment of any condition would be likely to become an Event of Default, continues unremedied, and
- 5 6 the Borrower has not assigned or agreed to assign any of its right, title and interest in the Charged Property other than pursuant to this Deed

6 **FURTHER ASSURANCE AND OTHER UNDERTAKINGS**

- 6 1 The Borrower shall from time to time, at the request of the Lender and at the Borrower's cost, execute in favour of the Lender, or as it may direct, such further or other legal assignments, transfers, mortgages, charges or other documents as in any such case the Lender shall reasonably stipulate in respect of the Charged Property for the purpose of more effectively providing security to the Lender for the payment or discharge of the Secured Obligations. Without prejudice to the generality of the foregoing, such assignments, transfers, mortgages, charges or other documents shall be in such form as the Lender shall stipulate and may contain provisions such as are herein contained or provisions to the like effect and/or such other provisions of whatsoever kind as the Lender shall consider requisite for the improvement or perfection of the security constituted by or pursuant to this Deed. The obligation of the Borrower under this sub-Clause shall be in addition to and not in substitution for the covenants for further assurance deemed to be included herein.
- 6 2 The Borrower will at the Borrower's cost do or permit to be done each and every act or thing which the Lender may from time to time require to be done for the purpose of enforcing the Lender's rights under or in connection with this Deed and will allow the name of the Borrower to be used as and when required by the Lender for that purpose.
- 6 3 The Lender's prior written consent shall be required for any disposal of or the creation of any other interest in the Goods by the Borrower.

7 **POWERS OF THE LENDER**

- 7 1 At any time after the occurrence of an Event of Default, the Lender may exercise in respect of all or any of the Charged Property without further notice and without first appointing a Receiver all the powers conferred upon mortgagees by the Law of Property Act 1925 as varied or extended by this Deed, that is the Lender may
 - 7 1 1 without notice or demand enter upon and take possession of all or any part of the Goods and enter upon the premises where the Goods or any of them may be located and remove the Goods or any of them or require that the Goods be removed from any place where the Goods may be to any other place for the purpose of safekeeping, repair, management, employment, maintenance or sale or to maintain the Lender's security in the Goods in such manner as the Lender may consider necessary,
 - 7 1 2 sell, exchange, lease, charter, hire out, call in, accept surrender of, collect and convert into money the Charged Property or any part thereof on such terms and for such consideration as the Lender may think fit an any consideration may be cash, debentures or other obligations, shares, stock or other valuable consideration and may be payable immediately or by instalments,
 - 7 1 3 for the purpose of exercising any of the powers, authorities and discretions conferred on the Lender by or pursuant to this Deed and/or defraying any costs, charges, losses or expenses which shall be incurred by it in the exercise thereof or for any other purpose, raise and borrow money either unsecured or on the security of the Charged Property or any part thereof either in priority to the security constituted by this Deed or otherwise and generally on such terms and conditions as the Lender may think fit,
 - 7 1 4 settle, adjust, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands with or by any person who is or claims to be a creditor of the Borrower or relating in any way to the Charged Property,
 - 7 1 5 exercise all the rights, powers and discretions of the Borrower under and in connection with the Goods by legal proceedings or otherwise and to give and receive all such notices as may be required,
 - 7 1 6 bring, prosecute, enforce, defend and abandon all such actions, suits and proceedings in relation to the Charged Property as may seem to the Lender to be expedient,
 - 7 1 7 appoint, hire and employ managers, agents, officers, servants and workmen for any of the said purposes on such terms as the Lender may consider fit, and
 - 7 1 8 do all such other acts and things which the Lender may consider necessary or desirable for the realising of any of the Charged Property or incidental or conducive to any of the matters, powers or authorities conferred on the Lender or by virtue of this Deed and to exercise in relation to the Charged Property all

such powers, authorities and things as the Lender would be capable of exercising if the Lender were the absolute Lender of the Charged Property

- 7 2 The Lender may apply the proceeds and all other payments which may be received or receivable by the Lender in respect of the Charged Property in or towards discharge of the Secured Obligations. The restrictions contained in sections 93 and 103 of the Law of Property Act 1925 shall not apply to this Deed or to any security given to the Lender pursuant to this Deed. No purchaser or other person shall be bound or concerned to see or enquire whether the right of the Lender to exercise any of the powers conferred by this Deed has arisen or not or be concerned with notice to the contrary.

8 PROTECTION OF THE LENDER

Neither the Lender nor a Receiver shall have any obligation or liability to any person under or in connection with the Goods by reason of this Deed to

- 8 1 perform any obligations of the Borrower,
 8 2 make any payment, or
 8 3 present or file any demand or claim or take any other action to collect or enforce any claim for the payment of any sum payable thereunder.

9 APPOINTMENT OF RECEIVER AND POWERS

9 1 At any time after the Lender shall have become entitled to enforce either the security created by this Deed, or the failure by the Borrower to discharge all or any of the Secured Obligations, or, if requested, by the Borrower, or after the making of a petition or application to the court for an administration order in relation to the Borrower under the Insolvency Act 1986, the Lender may appoint one or more persons to be a Receiver or Receivers of the Charged Property or any part thereof.

9 2 The Lender may (i) remove any Receiver previously appointed hereunder, and (ii) appoint another person or other persons as Receiver or Receivers, either in the place of a Receiver so removed or who has otherwise ceased to act or to act jointly with a Receiver or Receivers previously appointed hereunder.

9 3 If at any time and by virtue of any such appointment(s) any two or more persons shall hold office as Receivers of the same assets or income, such Receivers may act jointly and/or severally so that each one of such Receivers shall be entitled (unless the contrary shall be stated in any deed(s) or other instrument(s) appointing them) to exercise all the powers and discretions hereby conferred on Receivers individually and to the exclusion of the other or others of them.

9 4 Every such appointment or removal, and every delegation, appointment or removal by the Lender in the exercise of any right to delegate its powers or to remove delegates herein contained, shall be made in writing under the hand of any authorised officer of the Lender.

9 5 Every Receiver shall have

- 9 5 1 all the powers conferred by the Law of Property Act 1925 on mortgagees in possession and receivers appointed under that Act,
 9 5 2 all the powers specified in Schedule 1 of the Insolvency Act 1986 (whether or not the Receiver is an administrator within the meaning of that Act), and
 9 5 3 all the powers of the Lender hereunder.

9 6 In making any sale or other disposal of any of the Charged Property in the exercise of their respective powers, the Receiver or the Lender may accept, as and by way of consideration for such sale or other disposal, cash, shares, loan capital or other obligations, including consideration fluctuating according to or dependent upon profit or turnover and consideration the amount whereof is to be determined by a third party. Any such consideration may be receivable in a lump sum or by instalments.

9 7 All moneys received by any Receiver appointed under this Deed or by the Lender shall be applied in the manner set out in clause 11. All the foregoing provisions shall take effect as and by way of variation and extension of the provisions of sections 99 to 109 inclusive of the Law of Property Act 1925 which provisions as varied and extended shall be regarded as incorporated, except in this Deed that the restrictions contained in section 103 of that Act shall not apply. No purchaser or other person shall be bound or concerned to see or enquire whether the right of the Lender or any Receiver appointed by it to exercise any of the Receiver's powers has arisen or not or be concerned with notice to the contrary.

9 8 Every Receiver shall be the agent of the Borrower which shall be solely responsible for his acts and defaults and for the payment of his remuneration.

9 9 Every Receiver shall be entitled to remuneration for his services at a rate to be fixed by agreement between him and the Lender (or, failing such agreement, to be conclusively fixed by the Lender) commensurate with the work and responsibilities involved upon the basis of charging from time to time adopted in accordance with his current practice or the current practice of his firm and without being limited to the maximum rate specified in section 109(6) of the Law of Property Act 1925.

10 CONTINUING SECURITY, NEW ACCOUNTS, NON-MERGER

10 1 The security constituted by this Deed shall be continuing and shall not be considered as satisfied or discharged by any intermediate payment or settlement of the whole or any part of the Secured Obligations or any other matter or thing whatsoever and shall be binding until all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full.

10 2 If the Lender receives notice (whether actual or otherwise) of any subsequent mortgage or charge affecting all or any part of the Charged Property the Lender may open a new account or accounts with the Borrower and, if it does not open a

new account, it shall nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice and as from that time all payments made by the Borrower to the Lender shall be credited or be treated as having been credited to the new account and shall not operate to reduce the amount secured by this Deed at the time when the Lender received or was deemed to have received such notice

10 3 This Deed is in addition to and shall not merge with or otherwise prejudice or affect any lien, right to combine and consolidate accounts, right of set-off or any other contractual or other right or remedy or any guarantee, lien, pledge, bill, note, mortgage or other security now or hereafter held by or available to the Lender

10 4 Any settlement or discharge under this Deed between the Lender and the Borrower shall be conditional upon no security or payment to the Lender by the Borrower or any other person being avoided or set-aside or ordered to be refunded or reduced by virtue of any provision or enactment relating to insolvency, and if such condition is not satisfied, the Lender shall be entitled to receive from the Borrower on demand the value of such security or the amount of any such payment which is so avoided, set aside, refunded or reduced as if such settlement or discharge had not occurred

11 APPLICATION OF PROCEEDS

To the extent permitted by law, all sums received towards satisfaction of the Secured Obligations are to be applied (after satisfaction of claims validly taking priority over this Deed) as follows -

11 1 first, in the payment of the costs, charges and expenses of and incidental to the appointment of any Receiver and the payment of his remuneration,

11 2 second, in the payment and discharge of any outgoings paid and liabilities incurred by the Receiver in the exercise of any of his powers,

11 3 third, towards satisfaction of amounts which become owing or payable under clause 12,

11 4 fourth, towards satisfaction of the balance of the Secured Obligations in the manner and order which the Lender determines in its absolute discretion, and

11 5 fifth, to the extent not otherwise applied, to the Borrower or any other person entitled to them

12 COSTS, CHARGES AND EXPENSES

The Borrower shall pay or reimburse the Lender on demand and indemnify the Lender for any costs, expenses or outgoings which may arise or which the Lender may incur in connection with any default by the Borrower in the due performance or observance of any provision of this Deed or the exercise or attempted exercise by the Lender of any power or remedy express or implied under this Deed

13 POWER OF ATTORNEY

13 1 The Borrower hereby irrevocably appoints the following, namely -

13 1 1 the Lender, and

13 1 2 each and every person to whom the Lender shall from time to time have delegated the exercise of the power of attorney conferred by this clause,

jointly and also severally to be its attorney or attorneys and in its name and otherwise on its behalf to do all acts and things and to sign, seal, execute, deliver, perfect and do all deeds, instruments, documents, acts and things which may be required for carrying out any obligation imposed on the Lender by or pursuant to this Deed, for carrying any sale or other dealing by the Lender into effect, for getting in the Charged Property, and generally for enabling the Lender to exercise the respective powers conferred on it by or pursuant to this Deed or by law or to discharge the obligations of the Lender under this Deed. The Lender shall have full power to delegate the power conferred on it by this clause (save that any delegate shall be either an employee, officer, servant or agent of, an adviser to, or a Receiver or similar officer appointed by, the Lender), but no such delegation shall preclude the subsequent exercise of such power by the Lender itself or preclude the Lender from making a subsequent delegation thereof to some other person, any such delegation may be revoked by the Lender at any time

13 2 The power of attorney hereby granted is as regards the Lender and its delegates (and as the Borrower hereby acknowledges) granted irrevocably and for value as part of the security constituted by this Agreement to secure proprietary interests in and the performance of obligations owed to the respective donees within the meaning of the Powers of Attorney Act 1971

14 ACKNOWLEDGEMENT

The Borrower acknowledges that any certificate contained in any demand, notice or other communication given or made by the Lender under this Deed in relation to the amount of the liability of the Borrower in respect of the Secured Obligations shall (save for manifest error) be conclusive and binding on the Borrower

15 NOTICES

Any notice or other communication to be given under this Deed shall be in writing and may be delivered by hand or sent by first class pre-paid post to the address of the other party as it appears in this Deed or to such other address within the United Kingdom as may previously have been notified by either party to the other. The notice or communication shall be deemed to have been served on the day of delivery or, in the case of posting, within 48 hours of the date of posting. Any such notice or other communication may also be given by the Lender (but not by the Borrower) by either facsimile transmission to the Borrower on a tested line to its facsimile number last known to the Lender and will be deemed to have been served on completion of the transmission or by electronic mail message sent to the relevant electronic mailbox as it appears in the schedule to the Loan Agreement, provided a copy of the notice or other communication is sent to the Borrower by post as soon as reasonably practicable thereafter

16 **GOVERNING LAW**

- 16 1 This Deed shall be governed by and construed in accordance with the laws of England. The parties submit to the non-exclusive jurisdiction of the English courts.
- 16 2 The Lender and the Borrower do not intend that any term of this Deed shall be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999, by any person who is not a party to this Deed other than any assignee or principal of the Lender.

17 **MISCELLANEOUS**

- 17 1 No failure to exercise, nor any delay in exercising, on the part of either party any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy. No waiver by either party of any terms of this Deed shall be effective unless in writing. The rights and remedies of the parties under this Deed are cumulative and not exclusive of any rights or remedies provided by law and may be exercised as often as it considers appropriate.
- 17 2 This Deed shall not be varied except by an agreement in writing between the parties of even date herewith or later.
- 17 3 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 the legality, validity or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired.
- 17 4 The Lender may without the Borrower's consent assign the whole or any part of the benefit of this Deed. The Lender shall be entitled to impart any information concerning the Borrower to any such assignee or successor. The Borrower may not assign the whole or any part of its rights or obligations under this Deed.
- 17 5 Any breach of the provisions of this Deed shall constitute a breach of the Loan Agreement.
- 17 6 Any money received by virtue of or in connection with security created by this Deed may be placed to the credit of a suspense account (bearing interest at rate or rates which the Lender determines to be obtainable by it thereon) with a view to preserving the right of the Lender to prove against the Borrower for the whole of the Secured Obligations.
- 17 7 Any consent of the Lender under this Deed may be given or withheld in the Lender's absolute discretion and which may be given on such terms as the Lender shall, in its sole and absolute discretion, decide.

18 **EXECUTION AS A DEED**

The signature or sealing of this document by or on behalf of a party shall constitute an authority to the solicitors, or an agent or employee of the solicitors, acting for that party in connection with this document to deliver it as a deed on behalf of that party.

IN WITNESS WHEREOF the Borrower has executed this Deed as a deed with the intention that it be delivered the day and year first before written and the Lender has executed this Deed under hand.

SCHEDULE 1

Details of the Goods

<u>Asset Description</u>	<u>Serial number or invoice number</u>
Multifill MPFSC-120-1 Depositor	341
Ishida multihead weigher model	CCW-R2168-D/30-WP
Ishida multihead weigher model	CCW-R2168-D/30-WP
Multi fill Depositor model MPFSC120-01	Invoice 10423
Multi fill Depositor model MPFSC120-02	Invoice 10431
Overlay damaged floor	Invoice 15236
various machines & spares	Invoice n/a
removal / installation of equipment	Invoice 2839
re Peter Bamford order	Invoice 817
Freemantle Auto S11 Sleever & other	Invoice 335
Install conveying	Invoice 11-2532
36 Sandringham B	Invoice 13139
Re Peter Bamford order	Invoice 820
parts & labour from Ambit (invoice not seen)	Invoice 6898
Misc equipment	Invoice MAN201307
50 x setters	Invoice 6942
New retractor for Rademaker line	Invoice 50/13
Bowls for spiral mixers	Invoice 48/13
Various equipment	Invoice 2811
Cheese shredding line	Invoice 15347
Fritsch bread line	Invoice 2597
Machinery	Invoice 1800006442
Bakery machinery	Invoice DWB01
Rheon room equipment	Invoice 1800006566
Spiral freezer	Invoice 3362
various per list	Invoice 013633
Laundry equipment	2141498 / 1204015862
Misc equipment	Invoice 8473

EXECUTION PAGE

EXECUTED and DELIVERED AS A DEED by
David Wood Baking Limited

acting by



Director

K WOOD

Director/Secretary

SIGNED by



For and on behalf of
Clydesdale Bank PLC t/a Yorkshire Bank