



Registration of a Charge

Company name: **WHOLEBAKE LIMITED**

Company number: **03292581**



X8AB6022

Received for Electronic Filing: **23/07/2019**

Details of Charge

Date of creation: **12/07/2019**

Charge code: **0329 2581 0014**

Persons entitled: **THE TRUSTEES OF THE RHUG ESTATE TRUST**

Brief description: **ALL THAT FREEHOLD PROPERTY KNOWN AS LAND LYING TO THE EAST OF TYN Y LLIDIART INDUSTRIAL ESTATE CORWEN SHOWN EDGED RED ON THE PLAN TO THE LEGAL CHARGE**

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **IWAN RHYS WILLIAMS**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3292581

Charge code: 0329 2581 0014

The Registrar of Companies for England and Wales hereby certifies that a charge dated 12th July 2019 and created by WHOLEBAKE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd July 2019 .

Given at Companies House, Cardiff on 24th July 2019

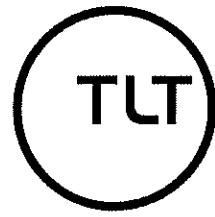
The above information was communicated by electronic means and authenticated
by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



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



Legal Mortgage Over Property From A Company Securing Specific Monies (Own Liabilities)

- (1) Wholebake Limited
- (2) The Honourable Anne Patricia Rosamund Budgen;
The Honourable Diana Heather Marion Carmichael;
Harold Michael Clunie Cunningham and Nicholas
Stephen Godfrey Bostock

Dated 12 July 2019

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This Deed is made the day of *12 July* 2019

Between:

- (1) **WHOLEBAKE LIMITED** incorporated and registered in England and Wales with company number 03292581 whose registered office is at Unit 41a Abenbury Way, Wrexham Industrial Estate, Wrexham, LL13 9UZ (**Borrower**).
- (2) **THE HONOURABLE ANNE PATRICIA ROSAMUND BUDGEN** of Boreatton House, Baschurch, Shrewsbury, Shropshire, SY4 2EP and **THE HONOURABLE DIANA HEATHER MARION CARMICHAEL** of Upper Wigginton House, St Martins, Oswestry, Shropshire, SY11 3HN and **HAROLD MICHAEL CLUNIE CUNNINGHAM** of Dolhyfryd, Lawnt, Denbigh, LL61 4SU and **NICHOLAS STEPHEN GODFREY BOSTOCK** of Tixall Lodge, Tixall, Stafford, Staffordshire, ST18 0XS as trustees of the **RHUG ESTATE TRUST (Lender)**.

Background:

- (A) The Lender has agreed, under the Settlement Agreement, to allow the purchase price for the Property to be paid to the Lender on a deferred basis.
- (B) The Borrower owns the Property.
- (C) Under this Deed, the Borrower provides security to the Lender for the monies due under the Settlement Agreement.

It is agreed as follows:

1 Definitions and interpretation

1.1 Definitions

The following definitions apply in this Deed:

Business Day	a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
Charged Assets	The Property which is, or is intended to be, subject to the Security created by, or pursuant to, this Deed (and references to the Charged Assets shall include references to any part of them).
Delegate	any person appointed by the Lender or any Receiver under clause 12 and any person appointed as attorney of the Lender, Receiver or Delegate.
Event of Default	Each and any of the following: <ol style="list-style-type: none">(a) the Borrower fails to pay any sum payable under the Settlement Agreement on the due date for payment thereof pursuant to the

Settlement Agreement; and

- (b) An Event of Insolvency occurring in relation to the Borrower
- (c) the Borrower is otherwise in breach of any of its covenants or undertakings under this Deed or the Settlement Agreement and fails to remedy such default within 10 Business Days of the earlier of:
 - (i) the Lender notifying the Borrower of the default and the remedy required;
 - (ii) the Borrower becoming aware of the default.

Event of Insolvency

Any of the following:

- (a) the Borrower suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986
- (b) the Borrower commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of the Borrower with one or more other companies or the solvent reconstruction of the Borrower;
- (c) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Borrower (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the Borrower with one or more other companies or the

solvent reconstruction of the Borrower;

- (d) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Borrower (being a company);
- (e) the holder of a qualifying floating charge over the assets of the Borrower (being a company) has become entitled to appoint or has appointed an administrative receiver;
- (f) a person becomes entitled to appoint a receiver over the assets of the Borrower or a receiver is appointed over the assets of the Borrower;
- (g) a creditor or encumbrancer of the Borrower attaches or takes possession of, or an execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Borrower assets and such attachment or process is not discharged within 14 Business Days;
- (h) the Borrower suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;
- (i) the Borrower (being a company) is struck off from the Register of Companies; or
- (j) the Borrower otherwise ceases to exist

LPA 1925

the Law of Property Act 1925.

Property

the freehold or leasehold property (whether registered or unregistered) owned by the Borrower described in Schedule 1.

Receiver

a receiver or receiver and manager appointed by the Lender under clause 10.

Secured Liabilities

all present and future obligations and liabilities of the Borrower to the Lender contained in the Settlement Agreement, whether actual or contingent and whether

owed jointly or severally, as principal or surety or in any other capacity, under or in connection with the Settlement Agreement or this Deed (including, without limitation, those arising under clause 23.3(ii)), together with all interest (including, without limitation, default interest) accruing in respect of those monies, obligations or liabilities.

Security	any mortgage, charge (legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect.
Security Period	the period starting on the date of this Deed and ending on the date on which all the Secured Liabilities have been paid and discharged in full and no further Secured Liabilities are outstanding.
Settlement Agreement	the settlement agreement dated 12 July 2019 between the Borrower and the Lender for the provision of the monies secured by this Deed.
VAT	value added tax or any equivalent tax chargeable in the UK or elsewhere.

1.2 Interpretation

In this Deed:

- (i) clause, Schedule and paragraph headings shall not affect the interpretation of this Deed;
- (ii) a reference to a **person** shall include a reference to an individual, firm, company, corporation, partnership, unincorporated body of persons, government, state or agency of a state or any association, trust, joint venture or consortium (whether or not having separate legal personality);
- (iii) unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular;
- (iv) unless the context otherwise requires, a reference to one gender shall include a reference to the other genders;
- (v) a reference to a party shall include that party's successors, permitted assigns and permitted transferees and this Deed shall be binding on, and enure to the benefit of, the parties to this Deed and their respective personal representatives, successors, permitted assigns and permitted transferees;
- (vi) a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;
- (vii) a reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision;

- (viii) a reference to **writing** or **written** includes fax but not email;
- (ix) an obligation on a party not to do something includes an obligation not to allow that thing to be done;
- (x) a reference to **this Deed** (or any provision of it) or to any other agreement or document referred to in this Deed is a reference to this Deed, that provision or such other agreement or document as amended (in each case, other than in breach of the provisions of this Deed) from time to time;
- (xi) unless the context otherwise requires, a reference to a clause or Schedule is to a clause of, or Schedule to, this Deed and a reference to a paragraph is to a paragraph of the relevant Schedule;
- (xii) any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms;
- (xiii) a reference to an **amendment** includes a novation, re-enactment, supplement or variation (and **amend** and **amended** shall be construed accordingly);
- (xiv) a reference to **assets** includes present and future properties, undertakings, revenues, rights and benefits of every description;
- (xv) a reference to an **authorisation** includes an approval, authorisation, consent, exemption, filing, licence, notarisation, registration and resolution;
- (xvi) a reference to **continuing** in relation to an Event of Default means an Event of Default that has not been remedied or waived;
- (xvii) a reference to **determines** or **determined** means, unless the contrary is indicated, a determination made at the absolute discretion of the person making it; and
- (xviii) a reference to a **regulation** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, inter-governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation.

1.3 Nature of security over real property

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

- (i) all buildings and fixtures and fittings (including trade and tenant's fixtures and fittings) and fixed plant and machinery that are situated on or form part of the Property at any time;
- (ii) the proceeds of the sale of any part of the Property and any other monies paid or payable in respect of or in connection with the Property;
- (iii) the benefit of any covenants for title given, or entered into, by any predecessor in title of the Borrower in respect of the Property, and any monies paid or payable in respect of those covenants; and

- (iv) all rights under any licence, agreement for sale or agreement for lease in respect of the Property.

1.4 Law of Property (Miscellaneous Provisions) Act 1989

For the purposes of section 2 of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the Facility Agreement and of any side letters between any parties in relation to the Facility Agreement are incorporated into this Deed.

1.5 Perpetuity period

If the rule against perpetuities applies to any trust created by this Deed, the perpetuity period shall be 125 years (as specified by section 5(1) of the Perpetuities and Accumulations Act 2009).

1.6 Schedules

The Schedules form part of this Deed and shall have effect as if set out in full in the body of this Deed. Any reference to this Deed includes the Schedules.

2 Covenant to pay

The Borrower shall, on demand, pay to the Lender and discharge the Secured Liabilities when they become due in accordance with the terms of the Settlement Agreement.

3 Grant of security

3.1 Legal mortgage and fixed charges

As a continuing security for the payment and discharge of the Secured Liabilities, the Borrower with full title guarantee charges to the Lender by way of a first legal mortgage, the Property.

4 Perfection of security

4.1 Registration of legal mortgage at the Land Registry

The Borrower consents to an application being made by the Lender to the Land Registrar for the following restriction in Form P to be registered against its title to the Property:

"No disposition of the registered estate (other than a charge) 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 ~~(DATE)~~ 12 July 2019 in favour of The Honourable Anne Patricia Rosamund Budgen; The Honourable Diana Heather Marion Carmichael; Harold Michael Clunie Cunningham and Nicholas Stephen Godfrey Bostock referred to in the charges register or their conveyancer

4.2 First registration

If the title to the Property is not registered at the Land Registry, the Borrower shall ensure that no person (other than itself) shall be registered under the Land Registration

Act 2002 as the proprietor of all or any part of the Property, without the prior written consent of the Lender.

4.3 Cautions against first registration and notices

Whether or not title to the Property is registered at the Land Registry, if any caution against first registration or any notice (whether agreed or unilateral) is registered against the Borrower's title to the Property, the Borrower shall immediately provide the Lender with full particulars of the circumstances relating to such caution or notice. If such caution or notice was registered to protect a purported interest the creation of which is not permitted under this Deed, the Borrower shall immediately, and at its own expense, take such steps as the Lender may require to ensure that the caution or notice, as applicable, is withdrawn or cancelled.

5 Liability of the Borrower

5.1 Liability not discharged

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

- (i) any security, guarantee, indemnity, remedy or other right held by, or available to, the Lender that is, or becomes, wholly or partially illegal, void or unenforceable on any ground;
- (ii) the Lender renewing, determining, varying or increasing any facility or other transaction in any manner or concurring in, accepting or varying any compromise, arrangement or settlement, or omitting to claim or enforce payment from any other person; or
- (iii) any other act or omission that, but for this clause 5.1, might have discharged, or otherwise prejudiced or affected, the liability of the Borrower.

5.2 Avoidance of security

No Security expressed to be created under this Deed is liable to be avoided, or otherwise set aside, on the liquidation or administration of the Borrower or otherwise.

5.3 Enforceable security

This Deed constitutes and will constitute the legal, valid, binding and enforceable obligations of the Borrower and is, and will continue to be, effective security over all and every part of the Property in accordance with its terms.

6 General covenants

6.1 Preservation of Charged Assets

The Borrower shall not do, or permit to be done, any act or thing that would or might depreciate, jeopardise or otherwise prejudice the security held by the Lender or materially diminish the value of any of the Property or the effectiveness of the security created by this Deed.

6.2 Compliance with laws and regulations

- (i) The Borrower shall not, without the Lender's prior written consent, use or permit the Property to be used in any way contrary to law.
- (ii) The Borrower shall:
 - (a) comply with the requirements of any law or regulation relating to or affecting the Property or the use of them or any part of them;
 - (b) obtain, and promptly renew from time to time, and comply with the terms of all authorisations that are required in connection with the Property use; and
 - (c) promptly effect any maintenance, modifications, alterations or repairs that are required by any law or regulation to be effected on or in connection with the Property.

6.3 Enforcement of rights

The Borrower shall use its reasonable endeavours to:

- (i) procure the prompt observance and performance by the relevant counterparty to any agreement or arrangement with the Borrower and forming part of the Property of the covenants and other obligations imposed on such counterparty; and
- (ii) enforce any rights and institute, continue or defend any proceedings relating to the Property that the Lender may reasonably require from time to time.

6.4 Notice of misrepresentation and breach

The Borrower shall, promptly on becoming aware of any of the same, notify the Lender in writing of:

- (i) any representation or warranty set out in this Deed that is incorrect or misleading in any material respect when made or deemed to be repeated; and
- (ii) any breach of any covenant set out in this Deed.

7 Powers of the Lender

7.1 Power to remedy

- (i) The Lender shall be entitled (but shall not be obliged) to remedy, at any time, a breach by the Borrower of any of its obligations contained in this Deed.
- (ii) The Borrower irrevocably authorises the Lender and its agents to do all things that are necessary or desirable for that purpose.
- (iii) Any monies expended by the Lender in remedying a breach by the Borrower of its obligations contained in this Deed shall be reimbursed by the Borrower to the Lender.

- (iv) In remedying any breach in accordance with this clause 7.1, the Lender, its agents and their respective officers, agents and employees shall be entitled to enter onto the Property and to take any action as the Lender may reasonably consider necessary or desirable including, without limitation, carrying out any repairs, other works or development.

7.2 Exercise of rights

The rights of the Lender under clause 7.1 are without prejudice to any other rights of the Lender under this Deed. The exercise of any rights of the Lender under this Deed shall not make the Lender liable to account as a mortgagee in possession.

7.3 Lender has Receiver's powers

To the extent permitted by law, any right, power or discretion conferred by this Deed (either expressly or impliedly) or by law on a Receiver may, after the security constituted by this Deed has become enforceable, be exercised by the Lender in relation to any of the Charged Assets whether or not it has taken possession of any Charged Asset and without first appointing a Receiver or notwithstanding the appointment of a Receiver.

7.4 Indulgence

The Lender may, at its discretion, grant time or other indulgence, or make any other arrangement, variation or release with any person not being a party to this Deed (whether or not any such person is jointly liable with the Borrower) in respect of any of the Secured Liabilities or of any other security for them without prejudice either to this Deed or to the liability of the Borrower for the Secured Liabilities.

8 When security becomes enforceable

8.1 Security becomes enforceable on Event of Default

The security constituted by this Deed shall become immediately enforceable if an Event of Default occurs.

8.2 Discretion

After the security constituted by this Deed has become enforceable, the Lender may, in its absolute discretion, enforce all or any part of that security at the times, in the manner and on the terms it thinks fit, and take possession of and hold or dispose of all or any part of the Charged Assets.

9 Enforcement of security

9.1 Enforcement powers

- (i) For the purposes of all powers implied by statute, the Secured Liabilities are deemed to have become due and payable on the date of this Deed.
- (ii) The power of sale and other powers conferred by section 101 of the LPA 1925 (as varied or extended by this Deed) shall be immediately exercisable at any time after the security constituted by this Deed has become enforceable under clause 8.1.

- (iii) Section 103 of the LPA 1925 does not apply to the security constituted by this Deed.

9.2 Extension of statutory powers of leasing

The statutory powers of leasing and accepting surrenders conferred on mortgagees under the LPA 1925 and by any other statute are extended so as to authorise the Lender and any Receiver, at any time after the security constituted by this Deed has become enforceable, whether in its own name or in that of the Borrower, to:

- (i) grant a lease or agreement for lease;
- (ii) accept surrenders of leases; or
- (iii) grant any option in respect of the whole or any part of the Property with whatever rights relating to other parts of it,

whether or not at a premium and containing such covenants on the part of the Borrower, and on such terms and conditions (including the payment of money to a lessee or tenant on a surrender), as the Lender or Receiver thinks fit, without the need to comply with any of the restrictions imposed by sections 99 and 100 of the LPA 1925.

9.3 Redemption of prior Security

- (i) At any time after the security constituted by this Deed has become enforceable, or after any powers conferred by any Security having priority to this Deed shall have become exercisable, the Lender may:
 - (a) redeem any prior Security over the Charged Asset;
 - (b) procure the transfer of that Security to itself; and
 - (c) settle and pass the accounts of the holder of any prior Security (and any accounts so settled and passed shall, in the absence of any manifest error, be conclusive and binding on the Borrower).

9.4 Protection of third parties

No purchaser, mortgagee or other person dealing with the Lender, any Receiver or any Delegate shall be concerned to enquire:

- (i) whether any of the Secured Liabilities have become due or payable, or remain unpaid or undischarged;
- (ii) whether any power the Lender, a Receiver or Delegate is purporting to exercise has become exercisable or is being properly exercised; or
- (iii) how any money paid to the Lender, any Receiver or any Delegate is to be applied.

9.5 Privileges

Each Receiver and the Lender is entitled to all the rights, powers, privileges and immunities conferred by the LPA 1925 on mortgagees and receivers.

9.6 No liability as mortgagee in possession

Neither the Lender nor any Receiver or Delegate shall be liable, by reason of entering into possession of a Charged Asset or for any other reason, to account as mortgagee in possession in respect of all or any of the Charged Assets, nor shall any of them be liable for any loss on realisation of, or for any act, default or omission for which a mortgagee in possession might be liable.

9.7 Relinquishing possession

If the Lender, any Receiver or Delegate enters into or takes possession of a Charged Asset, it or he/she may at any time relinquish possession.

9.8 Conclusive discharge to purchasers

The receipt of the Lender, or any Receiver or Delegate shall be a conclusive discharge to a purchaser and, in making any sale or other disposal of any of the Charged Assets or in making any acquisition in the exercise of their respective powers, the Lender, and every Receiver and Delegate may do so for any consideration, in any manner and on any terms that it thinks fit.

10 Receivers

10.1 Appointment

At any time after the security constituted by this Deed has become enforceable, or at the request of the Borrower, the Lender may, without further notice, appoint by way of deed, or otherwise in writing, any one or more persons to be a Receiver of all or any part of the Charged Assets.

10.2 Removal

The Lender may, without further notice (subject to section 45 of the Insolvency Act 1986), from time to time, by way of deed, or otherwise in writing, remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated.

10.3 Remuneration

The Lender may fix the remuneration of any Receiver appointed by it without the restrictions contained in section 109 of the LPA 1925 and the remuneration of the Receiver shall be a debt secured by this Deed, to the extent not otherwise discharged.

10.4 Power of appointment additional to statutory powers

The power to appoint a Receiver conferred by this Deed shall be in addition to all statutory and other powers of the Lender under the Insolvency Act 1986, the LPA 1925 or otherwise, and shall be exercisable without the restrictions contained in sections 103 and 109 of the LPA 1925 or otherwise.

10.5 Power of appointment exercisable despite prior appointments

The power to appoint a Receiver (whether conferred by this Deed or by statute) shall be, and remain, exercisable by the Lender despite any prior appointment in respect of all or any part of the Charged Assets.

10.6 Agent of the Borrower

Any Receiver appointed by the Lender under this Deed shall be the agent of the Borrower and the Borrower shall be solely responsible for the contracts, engagements, acts, omissions, defaults, losses and remuneration of that Receiver and for liabilities incurred by that Receiver. The agency of each Receiver shall continue until the Borrower goes into liquidation and after that the Receiver shall act as principal and shall not become the agent of the Lender.

11 Powers of Receiver

11.1 Powers additional to statutory powers

- (i) Any Receiver appointed by the Lender under this Deed shall, in addition to the rights, powers and discretions conferred on him/her by statute, have the rights, powers and discretions set out in clause 11.2 to clause 11.18.
- (ii) A Receiver has all the rights, powers and discretions conferred on a receiver (or a receiver and manager) under the LPA 1925, and shall have those rights, powers and discretions conferred on an administrative receiver under the Insolvency Act 1986 whether he/she is an administrative receiver or not.
- (iii) If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him/her states otherwise) exercise all of the powers conferred on a Receiver under this Deed individually and to the exclusion of any other Receiver.
- (iv) Any exercise by a Receiver of any of the powers given by clause 11 may be on behalf of the Borrower, the directors of the Borrower or himself/herself.

11.2 Repair and develop the Property

A Receiver may undertake or complete any works of repair, alteration, building or development on the Property and may apply for and maintain any planning permission, development consent, building regulation approval or any other permission, consent or licence to carry out any of the same.

11.3 Grant or accept surrenders of leases

A Receiver may grant, or accept, surrenders of any leases or tenancies affecting the Property on any terms, and subject to any conditions, that he/she thinks fit.

11.4 Employ personnel and advisers

- (i) A Receiver may provide services and employ, or engage, any managers, officers, servants, contractors, workmen, agents, other personnel and professional advisers on any terms, and subject to any conditions, that he/she thinks fit.
- (ii) A Receiver may discharge any such person or any such person appointed by the Borrower.

11.5 Charge for remuneration

A Receiver may charge and receive any sum by way of remuneration (in addition to all costs, charges and expenses incurred by him/her) that the Lender may prescribe or agree with him/her.

11.6 Take possession

A Receiver may take immediate possession of, get in and realise any Charged Asset.

11.7 Manage or reconstruct the Borrower's business

A Receiver may carry on, manage, develop, reconstruct, amalgamate or diversify or concur in carrying on, managing, developing, reconstructing, amalgamating or diversifying the business of the Borrower carried out at the Property.

11.8 Dispose of Charged Assets

A Receiver may grant options and licences over all or any part of the Charged Assets, grant any other interest or right over, sell, exchange, assign or lease (or concur in granting options and licences over all or any part of the Charged Assets, granting any other interest or right over, selling, exchanging, assigning or leasing) all or any of the Charged Assets in respect of which he/she is appointed for such consideration and in such manner (including, without limitation, by public auction or private sale) and generally on any terms and conditions as he/she thinks fit. A Receiver may promote, or concur in promoting, a company to purchase the Charged Assets to be disposed of by him/her.

11.9 Sever fixtures and fittings

A Receiver may sever and sell separately any fixtures or fittings from the Property without the consent of the Borrower.

11.10 Give valid receipts

A Receiver may give a valid receipt for all monies and execute all assurances and things that may be proper or desirable for realising any of the Charged Assets.

11.11 Make settlements

A Receiver may settle, adjust, refer to arbitration, compromise and arrange any claim, account, dispute, question or demand with or by any person who claims to be a creditor of the Borrower or relating in any way to any Charged Asset.

11.12 Bring legal action

A Receiver may bring, prosecute, enforce, defend and abandon all actions, suits and proceedings in relation to any of the Charged Assets as he/she thinks fit.

11.13 Insure

A Receiver may, if he/she thinks fit, effect with any insurer any policy of insurance either in lieu or satisfaction of, or in addition to, the insurance required to be maintained by the Borrower under this Deed.

11.14 Form subsidiaries

A Receiver may form a subsidiary of the Borrower and transfer to that subsidiary any Charged Asset.

11.15 Redeem prior Security

A Receiver may redeem any prior Security and settle and pass the accounts to which the Security relates. Any accounts so settled and passed shall be, in the absence of any manifest error, conclusive and binding on the Borrower, and the monies so paid shall be deemed to be an expense properly incurred by the Receiver.

11.16 Delegation

A Receiver may delegate his/her powers in accordance with this Deed.

11.17 Absolute beneficial owner

A Receiver may, in relation to the Property, exercise all powers, authorisations and rights he/she would be capable of exercising as, and do all those acts and things, an absolute beneficial owner could exercise or do in the ownership and management the Property.

11.18 Incidental powers

A Receiver may do any other acts and things that he/she:

- (i) may consider desirable or necessary for realising any of the Charged Assets;
- (ii) may consider incidental or conducive to any of the rights or powers conferred on a Receiver under or by virtue of this Deed or law; or
- (iii) lawfully may or can do as agent for the Borrower.

12 Delegation

12.1 Delegation

The Lender or any Receiver may delegate (either generally or specifically) by power of attorney or in any other manner to any person any right, power, authority or discretion conferred on it or him/her by this Deed (including the power of attorney granted under clause 16.1).

12.2 Terms

The Lender and each Receiver may make a delegation on the terms and conditions (including the power to sub-delegate) that it or he/she thinks fit.

13 Application of proceeds

13.1 Order of application of proceeds

All monies received or recovered by the Lender, a Receiver or a Delegate under this Deed or in connection with the realisation or enforcement of all or part of the security constituted by this Deed (other than sums received under any Insurance Policy), shall

(subject to the claims of any person having prior rights and by way of variation of the LPA 1925) be applied in the following order of priority (but without prejudice to the Lender's right to recover any shortfall from the Borrower):

- (i) in or towards payment of all costs, liabilities, charges and expenses incurred by or on behalf of the Lender (and any Receiver, Delegate, attorney or agent appointed by it) under or in connection with this Deed and of all remuneration due to any Receiver under or in connection with this Deed;
- (ii) in or towards payment of the Secured Liabilities in any order and manner that the Lender determines; and
- (iii) in payment of the surplus (if any) to the Borrower or other person entitled to it.

13.2 Appropriation

Neither the Lender, any Receiver nor any Delegate shall be bound (whether by virtue of section 109(8) of the LPA 1925, which is varied accordingly, or otherwise) to pay or appropriate any receipt or payment first towards interest rather than principal or otherwise in any particular order between any of the Secured Liabilities.

13.3 Suspense account

All monies received by the Lender, a Receiver or a Delegate under this Deed (other than sums received under any Insurance Policy that are not going to be applied in or towards discharge of the Secured Liabilities):

- (i) shall be credited to a suspense account;
- (ii) shall bear interest, if any, at the rate agreed in writing between the Lender and the Borrower; and
- (iii) may be held in that account for so long as the Lender, Receiver or Delegate thinks reasonably fit.

14 Costs and indemnity

14.1 Costs

The Borrower shall within five Business Days of demand, pay to, or reimburse, the Lender and any Receiver, on a full indemnity basis, all costs, charges, expenses, taxes and liabilities of any kind (including, without limitation, legal, printing and out-of-pocket expenses) incurred by the Lender, any Receiver or any Delegate in connection with:

- (i) enforcing any of the Lender's, a Receiver's or a Delegate's rights under this deed; or
- (ii) taking proceedings for, or recovering, any of the Secured Liabilities,

together with interest, which shall accrue and be payable (without the need for any demand for payment being made) from the date on which the relevant cost, charge,

expense, tax or liability arose until full discharge of that cost, charge, expense, tax or liability (whether before or after judgment, liquidation, winding-up or administration of the Borrower) at the rate and in the manner specified in the Facility Agreement.

14.2 Indemnity

- (i) The Borrower shall indemnify the Lender, each Receiver and each Delegate, and their respective employees and agents against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by any of them arising out of or in connection with:
 - (a) the exercise or purported exercise of any of the rights, powers, authorities or discretions vested in them under this deed or by law in respect of the Charged Assets;
 - (b) taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) the security constituted by this deed; or
 - (c) any default or delay by the Borrower in performing any of its obligations under this deed.
- (ii) Any past or present employee or agent may enforce the terms of this clause 14.2 subject to and in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.

15 Further assurance

15.1 Further assurance

The Borrower shall promptly take whatever action the Lender or any Receiver may reasonably require for:

- (i) creating, perfecting or protecting the security created or intended to be created by this Deed;
- (ii) facilitating the realisation of the Property; or
- (iii) facilitating the exercise of any right, power, authority or discretion exercisable by the Lender or any Receiver in respect of the Property,

including, without limitation the execution of any mortgage, transfer, conveyance, assignment or assurance of all or any of the assets forming part of (or intended to form part of) the Charged Assets (whether to the Lender or to its nominee) and the giving of any notice, order or direction and the making of any filing or registration which, in any such case, the Lender may consider necessary or desirable.

16 Power of attorney

16.1 Appointment of attorneys

By way of security, the Borrower irrevocably appoints the Lender, every Receiver and every Delegate separately to be the attorney of the Borrower and, in its name, on its

behalf and as its act and deed, to execute any documents and do any acts and things that:

- (i) the Borrower is required to execute and do under this Deed; or
- (ii) any attorney deems proper or desirable in exercising any of the rights, powers, authorities and discretions conferred by this Deed or by law on the Lender, any Receiver or any Delegate.

16.2 Ratification of acts of attorneys

The Borrower ratifies and confirms, and agrees to ratify and confirm, anything that any of its attorneys may do in the proper and lawful exercise, or purported exercise, of all or any of the rights, powers, authorities and discretions referred to in clause 16.1.

17 Release

17.1 Release

Subject to clause 23.3, at the end of the Security Period, the Lender shall, at the request the Borrower, take whatever action is necessary to:

- (i) release the Charged Assets from the security constituted by this Deed; and
- (ii) reassign the Charged Assets to the Borrower.

18 Assignment and transfer

18.1 Assignment by Lender

- (i) At any time, without the consent of the Borrower, the Lender may assign or transfer any or all of its rights and obligations under this Deed.
- (ii) The Lender may disclose to any actual or proposed assignee or transferee any information in its possession that relates to the Borrower, the Charged Assets and this Deed that the Lender considers appropriate.

18.2 Assignment by Borrower

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

19 Amendments, waivers and consents

19.1 Amendments

No amendment of this Deed shall be effective unless it is in writing and signed by, or on behalf of, each party (or its authorised representative).

19.2 Waivers and consents

- (i) A waiver of any right or remedy under this Deed or by law, or any consent given under this Deed, is only effective if given in writing by the waiving or consenting party and shall not be deemed a waiver of any other breach or

default. It only applies in the circumstances for which it is given and shall not prevent the party giving it from subsequently relying on the relevant provision.

- (ii) A failure or delay by a party to exercise any right or remedy provided under this Deed or by law shall not constitute a waiver of that or any other right or remedy, prevent or restrict any further exercise of that or any other right or remedy or constitute an election to affirm this Deed. No single or partial exercise of any right or remedy provided under this Deed or by law shall prevent or restrict the further exercise of that or any other right or remedy. No election to affirm this Deed by the Lender shall be effective unless it is in writing.

19.3 Rights and remedies

The rights and remedies provided under this Deed are cumulative and are in addition to, and not exclusive of, any rights and remedies provided by law.

20 Severance

If any provision (or part of a provision) of this Deed is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision (or part of a provision) shall be deemed deleted. Any modification to or deletion of a provision (or part of a provision) under this clause shall not affect the legality, validity and enforceability of the rest of this Deed.

21 Counterparts

21.1 Counterparts

- (i) This Deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute one deed.
- (ii) No counterpart shall be effective until each party has executed and delivered at least one counterpart.

22 Third party rights

22.1 Third party rights

- (i) Except as expressly provided elsewhere in this Deed, a person who is not a party to this Deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce, or enjoy the benefit of, any term of this Deed. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

23 Further provisions

23.1 Independent security

The security constituted by this Deed shall be in addition to, and independent of, any other security or guarantee that the Lender may hold for any of the Secured Liabilities at any time. No prior security held by the Lender over the whole or any part of the Charged Assets shall merge in the security created by this Deed.

23.2 Continuing security

The security constituted by this Deed shall remain in full force and effect as a continuing security for the Secured Liabilities, despite any settlement of account, or intermediate payment, or other matter or thing, unless and until the Lender discharges this Deed in writing.

23.3 Discharge conditional

Any release, discharge or settlement between the Borrower and the Lender shall be deemed conditional on no payment or security received by the Lender in respect of the Secured Liabilities being avoided, reduced or ordered to be refunded under any law relating to insolvency, bankruptcy, winding-up, administration, receivership or otherwise. Despite any such release, discharge or settlement:

- (i) the Lender or its nominee may retain this Deed and the security created by or under it, including all certificates and documents relating to the whole or any part of the Charged Assets, for any period that the Lender deems necessary to provide the Lender with security against any such avoidance, reduction or order for refund; and
- (ii) the Lender may recover the value or amount of such security or payment from the Borrower subsequently as if the release, discharge or settlement had not occurred.

23.4 Consolidation

The restriction on the right of consolidation contained in section 93 of the LPA 1925 shall not apply to this Deed.

24 Notices

24.1 Delivery

Any notice or other communication given to a party under or in connection with this Deed shall be:

- (i) in writing;
- (ii) delivered by hand, by pre-paid first-class post or other next working day delivery service or sent by fax; and
- (iii) sent to:
 - (a) the Borrower at:
Unit 41a, Abenbury Way, Wrexham Industrial Estate, Wrexham, LL13 9UZ
marked for the attention of: Richard Shaw
 - (b) the Lender at:
Rhug Organic Farm, Rhug Estate Office, Corwen, Denbighshire, LL21 0EH
marked for the attention of: The Estate Manager

or to any other address or fax number as is notified in writing by one party to the other from time to time.

24.2 Receipt by Borrower and Lender

Any notice or other communication that the Lender gives to the Borrower and vice versa shall be deemed to have been received:

- (i) if delivered by hand, at the time it is left at the relevant address;
- (ii) if posted by pre-paid first-class post or other next working day delivery service, on the second Business Day after posting; and
- (iii) if sent by fax, when received in legible form.

A notice or other communication given as described in clause 24.2(i) or clause 24.2(iii) on a day that is not a Business Day, or after normal business hours, in the place it is received, shall be deemed to have been received on the next Business Day.

24.3 Service of proceedings

This clause 24 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

25 Governing law and jurisdiction

25.1 Governing law

This Deed and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

25.2 Jurisdiction

Each party irrevocably agrees that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Deed or its subject matter or formation. Nothing in this clause shall limit the right of the Lender to take proceedings against the Borrower in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

25.3 Other service

The Borrower irrevocably consents to any process in any legal action or proceedings under clause 25.2 being served on it in accordance with the provisions of this Deed relating to service of notices. Nothing contained in this Deed shall affect the right to serve process in any other manner permitted by law.

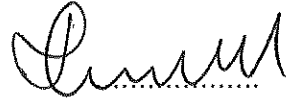
This Deed has been entered into on the date stated at the beginning of it.

Schedule 1

Property

The freehold property known as land lying to the east of Tyn y Llidiart Industrial Estate, Corwen shown more particularly delineated in red on the plan attached to this Deed and being part of the land registered at HM Land Registry under title number CYM322129

Executed as deed by **Wholebake Limited** acting by
[SIMON FAITHFULL] a director,
in the presence of:



[signature
director] of

Director

[Handwritten signature of witness]
[signature of witness]

E. M. J. HASZ

Name

JAYMER, 19 GRAYTON RD
HESWALL, CH10 0 8QF

Address

C.F.O.

Occupation

Executed as deed by **Anne Patricia Rosamund
Budgen** in the presence of:

.....
**Anne Patricia
Rosamund
Budgen**

.....
[signature of witness]

Name

Address

Occupation

Executed as deed by **Diana Heather Marion Carmichael** in the presence of:

.....
**Diana Heather
Marion
Carmichael**

.....
[signature of witness]

.....
Name

.....
.....

Address
.....

Occupation

Executed as deed **Harold Michael Clunie Cunningham** in the presence of:

.....
**Harold Michael
Clunie
Cunningham**

.....
[signature of witness]

.....
Name

.....
.....

Address
.....

Occupation

Executed as deed by **Nicholas Stephen Godfrey
Bostock** in the presence of:

.....

**Nicholas Stephen
Godfrey Bostock**

.....

[signature of witness]

.....

Name

.....

.....

Address

.....

Occupation

1993-1994

