



**Registration of a Charge**

Company name: **MITCHELL DRYERS (KINGMOOR) LIMITED**

Company number: **13224963**



XA29ST68

Received for Electronic Filing: **12/04/2021**

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**Details of Charge**

Date of creation: **31/03/2021**

Charge code: **1322 4963 0001**

Persons entitled: **BRIAN KENNETH SCOWCROFT, GEOFFREY DALLIMORE AND CRJ TRUSTEES LIMITED AS THE TRUSTEES OF THE LAND AND LAKES ANGLESEY LIMITED PENSION SCHEME**

Brief description: **NONE**

**Contains fixed charge(s).**

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

**Contains negative pledge.**

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**Authentication of Form**

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

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**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:

**BURNETTS**



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

Company number: 13224963

Charge code: 1322 4963 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 31st March 2021 and created by MITCHELL DRYERS (KINGMOOR) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th April 2021 .

Given at Companies House, Cardiff on 13th April 2021

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



**Companies House**



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

THIS DEBENTURE is made on

31 MARCH

2021

## **PARTIES**

- 1 **MITCHELL DRYERS (KINGMOOR) LIMITED** (Company Registration No 13224963) whose registered office is at Unit B Kings Drive, Kingmoor Park South, Carlisle, Cumbria, England, CA6 4RD (the **Company**) and
- 2 **BRIAN KENNETH SCOWCROFT** of Birkett Houses, Winster, Windermere, LA23 3NU, **GEOFFREY DALLIMORE** of 9 Edge Fold Road, Worsley, Manchester, M28 7GE; and **CRJ TRUSTEES LIMITED** (Company Registration No 03716082) whose registered office is at 11 Ashbrook Park, Longstone Road, Manchester, M22 5LB as the trustees of the **LAND AND LAKES ANGLESEY LIMITED PENSION SCHEME** (the **Debenture Holder**)

THIS DEED witnesses

### **1. Definitions and interpretation**

1.1 In this Deed, unless the context requires otherwise:

**Administrator** means an administrator appointed under the Insolvency Act 1986;

**Book Debts** means all present and future book and other debts, and monetary claims due or owing to the Company, and the benefit of all security, guarantees and other rights of any nature enjoyed or held by the Company in relation to any of them.

**Charged Assets** means the undertaking, property, rights and assets charge under clause 3.1 below;

**Charged Property** means any freehold, leasehold or commonhold property the subject of the security constituted by this deed and references to "**Charged Property**" shall include references to the whole or any part or part of it.

**Default Rate** means 4% per year over the base rate of the Bank of England's base rate from time to time;

**Equipment** means all present and future equipment, plant, machinery, tools, vehicles, furniture, fittings, installations and apparatus and other tangible moveable property owned by the Company or in which it has an interest, including any part of it and all spare parts, replacements, modifications and additions.

**Events of Default** has the meaning given in clause 8 of the Loan Agreement;

**Insurance Policy** means each contract and policy of insurance effected or maintained by the Company from time to time in respect of its assets or business (including, without limitation, any contract or policy of insurance relating to the Charged Properties or the Equipment).

**Intellectual Property** means the Company's present and future patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade-marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**Investments** means all certificated shares, stock, debentures, bonds or other securities or investments (whether or not marketable) from time to time legally or beneficially owned by or on behalf of the Company

**Loan Agreement** means the loan agreement of even date made between (1) the Debenture Holder and (2) the Company pursuant to which the Debenture Holder made available a £350,000 loan facility to the Company;

**Receiver** has the meaning given to it in clause 9 below and shall include any substituted receiver(s) and manager(s); and

**Secured Liabilities** means all present and future obligations and liabilities of the Company to the Debenture Holder under or in connection with the Loan Agreement or this deed together with all interest (including without limitation, default interest) accruing in respect of those obligations or liabilities.

1.2 In this Deed, unless the context requires otherwise:

1.2.1 the expressions the **Company** and the **Debenture Holder** where the context admits include their respective successors and assigns whether immediate or derivative;

1.2.2 terms defined in the Companies Act 2006 have the same meanings, save that for the purposes of the definition of **subsidiary** in Section 1159 one company (A) shall be treated as being a member of another (B) if any shares in B are held by a subsidiary of A, by any person acting on behalf of A or a subsidiary of A, or by a person holding by way of security provided by A or a subsidiary of A;

1.2.3 reference to any statute or statutory provision includes a reference to:

(a) that statute or statutory provision as from time amended extended or re-enacted or consolidated, and

(b) all statutory instruments or orders made pursuant to it;

1.2.4 words denoting the singular shall include the plural and vice versa; and

1.2.5 words denoting any gender include all the genders and words denoting persons shall include firms and corporations and vice versa.

1.3 References to **clauses** are to the clauses or sub-clauses of this Deed.

1.4 Clause headings do not form part of this Deed are for convenience only and shall not be taken into account in its construction or interpretation.

## 2 **Covenant to pay**

The Company shall on demand pay to the Debenture Holder and discharge the Secured Liabilities when they become due.

### **3 Grant of Security**

#### **3.1 Legal mortgage**

As a continuing security for the payment and discharge of the Secured Liabilities, the Company with full title guarantee charges to the Debenture Holder, by way of a first legal mortgage, all estates or interests in any freehold, leasehold or commonhold property now owned by it.

#### **3.2 Fixed charges**

As a continuing security for the payment and discharge of the Secured Liabilities, the Company with full title guarantee charges to the Debenture Holder by way of a first fixed charge:

- 3.2.1 all present and future estates or interests of the Company in, or over, any freehold, leasehold or commonhold property (other than any such property effectively mortgaged under clause 3.1;
- 3.2.2 the benefit of all other contracts, guarantees, appointments and warranties relating to each Charged Property and other documents to which the Company is a party or which are in its favour or of which it has the benefit relating to any letting, development, sale, purchase, use or the operation of any Charged Property or otherwise relating to any Charged Property (including, in each case, but without limitation, the right to demand and receive all monies whatever payable to or for its benefit under or arising from any of them, all remedies provided for in any of them or available at law or in equity in relation to any of them, the right to compel performance of any of them and all other rights, interests and benefits whatever accruing to or for its benefit arising from any of them);
- 3.2.3 all licences, consents and authorisations (statutory or otherwise) held or required in connection with its business or the use of any Charged Asset, and all rights in connection with them;
- 3.2.4 all its present and future goodwill;
- 3.2.5 all its uncalled capital;
- 3.2.6 all the Equipment;
- 3.2.7 all the Intellectual Property;
- 3.2.8 all the Book Debts;
- 3.2.9 all the Investments;

- 3.2.10 all monies from time to time standing to the credit of its accounts with any bank, financial institution or other person, together with all other rights and benefits accruing to or arising in connection with each account (including, but not limited to, entitlements to interest); and
- 3.2.11 all its rights in respect of each Insurance Policy, including all claims, the proceeds of all claims and all returns of premiums in connection with each Insurance Policy, to the extent not effectively assigned under clause 3.3.

### **3.3 Assignment**

As a continuing security for the payment and discharge of the Secured Liabilities, the Company with full title guarantee assigns to the Debenture Holder absolutely, subject to a proviso for reassignment on irrevocable discharge in full of the Secured Liabilities all its rights in each Insurance Policy, including all claims, the proceeds of all claims and all returns of premiums in connection with each Insurance Policy

### **3.4 Floating charge**

- 3.4.1 As a continuing security for the payment of all money and the discharge of all obligations and liabilities covenanted under this Deed to be paid or discharged or otherwise secured by this Deed the Company with full title guarantee charges by way of first floating charge to the Debenture Holder all the undertaking, property, rights and assets of the Company both present and future of any kind whatsoever and wherever situated.
- 3.4.2 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by clause 3.1 above.

## **4 Restrictions**

- 4.1 The Company covenants that it will not (without the prior consent in writing of the Debenture Holder):
  - 4.1.1 create or attempt to create or permit to subsist any further mortgage debenture charge or pledge or permit any lien or other encumbrance (save a lien arising by operation of law in the ordinary course of trading) to arise on or affect all or any part of the Charged Assets; or
  - 4.1.2 part with possession or transfer, sell, lease or otherwise dispose of all or any of the Charged Assets or attempt or agree so to do (save for sale at market value for the purpose of carrying on its business).



4.2 Notwithstanding anything contained in this Deed, if the Company charges, pledges or otherwise encumbers any of the Charged Assets contrary to clause 4.1 above, or attempts to do so without the prior consent in writing of the Debenture Holder, or if any creditor or other person takes or attempts to take control of, or initiates or attempts to initiate any other process of enforcement against any of the Charged Assets, the charge created by this Deed over the Charged Assets shall automatically without notice operate as a fixed charge instantly on such event occurring.

4.3 During the continuance of this Deed the statutory and any other powers of leasing, letting, entering into agreements for leases or lettings and accepting or agreeing to accept surrenders of leases or tenancies shall not be exercisable by the Company in relation to all or any part of the Charged Assets, nor shall the Company part with possession of all or any part of the Charged Assets, nor confer any licence, right or interest to occupy, nor grant any licence or permission to assign, underlet or part with possession of all or any part of the Charged Assets, nor agree, suffer or permit any variation or addition to the terms of any lease, tenancy or licence without in every such case obtaining the prior consent in writing of a director of the Debenture Holder.

## **5 Events of Default**

The Debenture Holder shall cease to be under any further commitment to the Company and all money secured by this Deed shall immediately become due and payable on demand on the occurrence of an Event of Default.

## **6 Covenants by the Company**

The Company covenants with the Debenture Holder that during the continuance of this security the Company will at all times and as applicable immediately:

6.1 notify the Debenture Holder in writing of the occurrence of any event which will or may in due course constitutes an Event of Default;

6.2 conduct and carry on its business in a proper efficient and business-like manner and not make any substantial alteration in the nature of or mode of conduct of that business and keep or cause to be kept proper books of account relating to such business;

- 6.3 get in and realise all book and other debts and claims charged by this Deed in the ordinary course of its business and pay them into such account as the Debenture Holder may direct;
- 6.4 observe and perform all covenants and stipulations from time to time affecting its freehold, leasehold or heritable property or the mode of user or enjoyment of such property, and not without the prior consent in writing of the Debenture Holder enter into any onerous or restrictive obligations affecting any such property, nor do or suffer or omit to be done any act, matter or thing which would infringe any provision of any statute, order or regulation from time to time in force affecting any such property;
- 6.5 observe and perform all covenants and stipulations from time to time affecting its patents, patent applications, trademarks, trade names, registered designs and copyrights and all other intellectual property or any licence or ancillary or connected rights from time to time relating to intellectual property, and preserve, maintain and renew when necessary or desirable all such licences and rights;
- 6.6 use its best endeavours to enforce and at its own cost institute, continue or defend all proceedings relating to the Charged Assets;
- 6.7 keep all buildings and erections and all plant, machinery, fixtures, fittings, vehicles, computers and office and other equipment and every part of such property in good and substantial repair and in good working order and condition. If the Company is at any time in default in complying with this covenant the Debenture Holder shall be entitled but not bound to repair and maintain such property, with power for the Debenture Holder, its agents and their respective employees to enter any of the Company's property for that purpose or to inspect such property, and any sum so spent by the Debenture Holder shall be repayable by the Company to the Debenture Holder on demand together with interest at the Default Rate from the date of payment by the Debenture Holder;
- 6.8 The Company must maintain such insurance policies (with the interest of the Debenture Holder noted on such policies) containing like provisions for the protection of the Debenture Holder as are normally maintained by prudent companies carrying on similar businesses and pay all premiums and other money necessary for effecting and keeping up such insurances, and on demand produce to the Debenture Holder the policies of such insurance and proof of such payments, failing which the Debenture Holder may take out or renew such insurances in any sum which the Debenture Holder may think expedient, and all money spent by the Debenture Holder under this provision shall be reimbursed by the Company on demand and bear interest at the Default Rate from the date of payment by the

Debenture Holder. All money to be received by virtue of any insurance maintained or effected by the Company shall be applied in repayment of the sums secured by this Deed or in replacing, restoring or reinstating the property or assets destroyed, damaged or lost (any deficiency being made good by the Company);

6.9 punctually pay and indemnify the Debenture Holder and any Receiver against all existing and future rent, rates, taxes, duties, charges, assessments, impositions and outgoings (whether imposed by agreement, statute or otherwise and whether in the nature of capital or revenue and even if wholly novel) now or at any time during the continuance of this Deed payable in respect of all or any of the Charged Assets or by the owner or occupier of the Charged Assets. If any such sums shall be paid by the Debenture Holder or by any Receiver they shall be repaid by the Company on demand with interest at the Default Rate;

6.10 comply with and fulfil its obligations under every lease and agreement relating to any of the Charged Assets and when required produce to the Debenture Holder proof of all payments from time to time due from the Company under such lease or agreement;

6.11 take all necessary steps to comply with any notice, proposal or order given, issued or made by any local or other authority relating to any of the Charged Assets and serve any appropriate counter-notice so as to protect the Charged Assets, and also at the request of the Debenture Holder (but at the expense of the Company) make or join with the Debenture Holder in making such objections, appeals or representations in relation to the Charged Assets as the Debenture Holder considers or agrees is expedient, and any compensation received by the Company as a result of such notice or order shall be applied in the reduction of the money due to the Debenture Holder from the Company unless the Debenture Holder otherwise agrees;

6.12 not (without the prior consent in writing of the Debenture Holder) permit any person:

6.12.1 to be registered as proprietor under the Land Registration Act 2002 of any land forming part of the Charged Assets nor create or permit to arise any unregistered interest which overrides first registration affecting such property within Schedule 1 of that Act, or

6.12.2 to become entitled to any proprietary right or interest which might affect the value of any land, fixtures or fixed plant and machinery charged by this Deed;

6.13 not (without the prior consent in writing of the Debenture Holder) redeem or purchase its own shares nor pay an abnormal amount by way of dividend;

6.14 not to do or cause or permit to be done anything which may in any way prejudice the value to the Debenture Holder of the Charged Assets.

## **7 Further security**

The Company shall on request by the Debenture Holder at any time after the occurrence of an Event of Default execute such legal or other mortgages or assignments in favour of the Debenture Holder as the Debenture Holder shall from time to time require over all or any of the Charged Assets both present and future to secure all money, obligations and liabilities covenanted under this Deed to be paid or otherwise secured by this Deed, such mortgages, charges or assignments to be prepared by or on behalf of the Debenture Holder at the cost of the Company, and to contain an immediate power of sale without notice, a clause excluding the Law of Property Act 1925 Section 93 and the restrictions contained in Section 103 of that Act and such other clauses for the benefit of the Debenture Holder as the Debenture Holder may reasonably require.

## **8 Powers of the Debenture Holder**

8.1 At any time after the Debenture Holder shall have demanded payment of any money or the discharge of any obligation or liability secured by this Deed or if requested by the Company the Debenture Holder may exercise without further notice (and without the restrictions contained in the Law of Property Act 1925 Section 103) and whether or not it shall have appointed a Receiver all the powers conferred on mortgagees by that Act as varied or extended by this Deed and all the powers and discretions conferred by this Deed either expressly or by reference to a Receiver appointed under this Deed.

8.2 The Law of Property Act 1925 Section 93 shall not apply to this security or to any security given to the Debenture Holder under this Deed.

8.3 The statutory powers of leasing conferred on the Debenture Holder shall be extended so as to authorise the Debenture Holder to lease and make agreements for leases at a premium or otherwise and accept surrenders of leases and grant options as the Debenture Holder shall consider expedient

and without the need to observe any of the provisions of the Law of Property Act 1925 Sections 99 and 100.

8.4 All money received by the Debenture Holder or by any Receiver in the exercise of any powers conferred by this Deed shall be applied, after the discharge of the remuneration and expenses of the Receiver and all liabilities having priority to the claims of the Debenture Holder, in or towards satisfaction of such of the obligations and liabilities secured by this Deed and in such order as the Debenture Holder in its absolute discretion may from time to time conclusively decide (save that the Debenture Holder may credit the money to a suspense account for so long and in such manner as the Debenture Holder may from time to time decide). The Receiver may retain any amount for such period as he considers expedient before so applying it.

8.5 No purchaser or other person shall be bound or concerned to see or enquire whether the right of the Debenture Holder or a Receiver to exercise any of the powers conferred by this Deed has arisen or not or be concerned with notice to the contrary or with the propriety of the exercise or purported exercise of such powers.

8.6 The Company covenants with the Debenture Holder on demand to pay all costs, charges and expenses incurred by the Debenture Holder or which it or he shall properly incur in or about the enforcement, preservation or attempted preservation of this security or of all or any of the Charged Assets on a full indemnity basis with interest at the Default Rate.

8.7 Neither the Debenture Holder nor any Receiver shall be liable to account as mortgagee in possession in respect of all or any of the Charged Assets nor be liable for any loss upon realisation or for any neglect or default of any nature in connection with the Charged Assets for which a mortgagee in possession may be liable as such.

8.8 The Company agrees to indemnify the Debenture Holder and any Receiver against all losses, actions, claims, expenses, demands and liabilities, whether in contract, tort or otherwise, now or after the date of this Deed, incurred by it or by any manager, agent, officer or employee for whose liability act or omission it may be answerable, for anything done or omitted in the exercise or purported exercise of the powers contained in this Deed or occasioned by any breach by the Company of any of its covenants or other obligations to the Debenture Holder. The Company shall so indemnify the Debenture Holder on demand and shall pay interest on the sums demanded at the Default Rate until payment.

## **9 Administrators and Receivers**

9.1 Subject as provided below, if:

9.1.1 the Debenture Holder has demanded payment of any money or discharge of any obligation secured by this Deed; or

9.1.2 the Company so requests in writing at any time,

and at any time thereafter the Debenture Holder may appoint any one or more persons to be a Receiver of all or any part of the Charged Assets, and/or may appoint any one or more persons to be Administrators of the Company under the Insolvency Act 1986 Schedule B1 paragraph 14. So far as allowed by law, any restrictions on the right of a mortgagee to appoint a receiver shall not apply to this Deed.

9.2 Any appointment under paragraph 12.1 above may be by deed, under seal or in writing under the hand of any officer or employee of the Debenture Holder.

9.3 The Debenture Holder is not entitled to appoint a Receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under the Insolvency Act 1986 Section 1A except with the leave of the court.

9.4 The Debenture Holder may not appoint an administrative receiver (as defined in the Insolvency Act 1986 Section 29(2)) of the Company if the Debenture Holder is prohibited from so doing by Section 72A of that Act.

9.5 The Debenture Holder may by writing under its hand (subject to any requirement for an order of the court in the case of an administrative receiver) 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.

9.6 The Debenture Holder may fix the remuneration of any Receiver appointed by it and any maximum rate imposed by any law (including under the Law of Property Act 1925 Section 109(6)) will not apply.

9.7 A Receiver will be deemed to be the agent of the Company for all purposes. The Company is solely responsible for the contracts, engagements, acts, omissions, defaults and losses of a Receiver and for liabilities incurred by a Receiver.

9.8 The Debenture Holder will not incur any liability to the Company by reason of the appointment of a Receiver or Administrator.

9.9 A Receiver has all the rights, powers and discretions set out below in this clause in addition to those conferred on it by any law. Any Receiver shall have the powers set out in the Insolvency Act 1986 Schedule 1 (limited, in the case of a receiver who is not an administrative receiver, to the exercise of such powers in connection with the Charged Assets over which he is appointed, or for the purpose of dealing with such Charged Assets).

9.10 If there is more than one Receiver holding office at the same time, they may act separately or jointly at their discretion, subject to any requirements set out in the documents appointing them.

9.11 Fixtures may be severed and sold separately from the property containing them without the consent of the Company.

9.12 A Receiver may let any Charged Asset for any term and at any rent (with or without a premium) which he thinks fit and may accept a surrender of any lease or tenancy of any Charged Asset on any terms which he thinks fit (including the payment of money to a lessee or tenant on a surrender).

9.13 A Receiver may delegate his powers to any person.

9.14 A Receiver may lend money or advance credit to any person having dealings with him or the Company.

9.15 A Receiver may:

9.15.1 effect any repair or insurance and do any other act which the Company might do in the ordinary conduct of its business to protect or improve any Charged Asset;

9.15.2 commence and/or complete any building operation; and

9.15.3 apply for and maintain any planning permission, building regulation approval or any other authorisation,

in each case as he thinks fit.

## **10 Power of attorney**

The Company by way of security irrevocably appoints the Debenture and separately any Receiver jointly and severally to be its attorney, in its name and on its behalf and as its act and deed or otherwise to execute and complete in favour of the Debenture Holder or its nominees or of any purchaser any documents which the attorney may require for perfecting its title to or for vesting the Charged Assets, both present and future, in the Debenture Holder or its nominees or in any purchaser, and to do all such acts and things as may be required for the full exercise of all or any of the powers conferred by this Deed, or which may be deemed expedient by the attorney on or in connection with any sale, lease, disposition, realisation or getting in by the Debenture Holder or any such Receiver of all or any part of the Charged Assets, or in connection with any other exercise of any power under this Deed. This appointment shall operate as a general power of attorney made under the Powers of Attorney Act 1971 Section 10. The Company covenants with the Debenture Holder and separately with any Receiver that on request it will ratify and confirm all security, agreements, documents, acts and things and all transactions entered into by the Debenture Holder or such Receiver in the exercise or purported exercise of its or his powers, and the Company irrevocably acknowledges and agrees that such power of attorney is inter alia given to secure the performance of the obligations owed to the Debenture Holder and any such Receiver by the Company.

## **11 Notice of trusts**

The Company shall recognise and treat the Debenture Holder as the sole absolute owner of this Deed and as alone entitled to receive and give effectual discharges for the money secured by this Deed. The Company shall not be affected by notice of any trust or any right title or claim or any person other than the Debenture Holder to this Deed.

## **12 Freedom from equities**

The money secured by this Deed shall be paid and this Deed shall be transferable without regard to any set-off, cross-claim or equities between the Company and the original or any intermediate holder and the receipt of the sole holder or of joint holders shall be a good discharge to the Company.

## **13 Miscellaneous**



13.1 No failure or delay by the Debenture Holder in exercising any right or remedy shall operate as a waiver nor shall any single or any partial exercise or waiver of any right or remedy preclude its further exercise or the exercise of any other right or remedy.

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

13.3 The Company certifies that neither the execution of this Deed nor the creation of the charges contained in this Deed contravenes any of the provisions of the constitution of the Company.

13.4 Any demand for payment, and any other notice to be given by the Debenture Holder under this Deed, shall be in writing and may be signed by any official of the Debenture Holder, and may be made or given at any place of business of the Company or at its registered office:

13.4.1 by delivering it to any such place; or

13.4.2 by sending it by first class post to any such place (in which case it shall be deemed received at 10.00 am on the next business day after posting, and proof of posting shall be proof of delivery); or

13.4.3 by sending it by fax to any of the Company's fax numbers (in which case it shall be deemed received when sent, and proof of sending shall be proof of receipt).

#### **14 Assignment and Transfer**

14.1 The Debenture Holder may assign or transfer any of its rights or obligations under this agreement without the consent of the Company.

14.2 The Company may not assign any of its rights or transfer any of its rights or obligations under this deed.

#### **15 Governing Law and Jurisdiction**

15.1 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.

**15.2** 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 Debenture Holder to take proceedings against the Company 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.

#### **16 Third party rights**

Except as expressly provided elsewhere in the deed 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.

#### **17 Counterparts**

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.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

EXECUTED AS A DEED

by MITCHELL DRYERS  
(KINGMOOR) LIMITED

acting by one director:

Director

in the presence of:

Witness name: Rachel Garrett

Witness address:

Witness signature:

EXECUTED AS A DEED

by BRIAN KENNETH SCOWCROFT

acting as a trustee of the

LAND AND LAKE ANGLESEY  
LIMITED PENSION SCHEME

in the presence of:

Witness name: Rachel Garrett

Witness address:

Witness signature:

**EXECUTED AS A DEED**

**by GEDFREY DALLIMORE**  
acting as a trustee of the  
**LAND AND LAKES ANGLESEY**  
**LIMITED PENSION SCHEME**

Trustee: 

in the presence of:

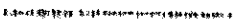
Witness name: **Rachel Garrett**

Witness address: 

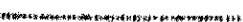
Witness signature: 

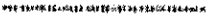
**EXECUTED AS A DEED**


**by CRI TRUSTEES LIMITED**  
acting as a trustee of the  
**LAND AND LAKES ANGLESEY**  
**LIMITED PENSION SCHEME**

Director: 

in the presence of:

Witness name: 

Witness address: 

Witness signature: 

**EXECUTED AS A DEED**

by **GEOFFREY DALLIMORE**

Trustee: .....

acting as a trustee of the

**LAND AND LAKES ANGLESEY**

**LIMITED PENSION SCHEME**

in the presence of:

Witness name: .....

Witness address: .....

.....

Witness signature: .....

**EXECUTED AS A DEED**

by **CRJ TRUSTEES LIMITED**

Director: 

acting as a trustee of the

**LAND AND LAKES ANGLESEY**

**LIMITED PENSION SCHEME**

in the presence of:

Witness name: MICHELLE GASKELL

Witness address: 

Witness signature: 