

DEED RELATING TO A LEGAL CHARGE

Date: August 2008

Parties:

The Borrower: David Wood Baking Limited hereinafter referred to as the ("Borrower")

The Lender: Trustees of David Wood Pension Scheme hereinafter referred to as the ("Lender")

The Surety: David Anthony Wood & Karen Wood both of 1 Calverley Road, Oulton LS26 8JD

Terms referred to in this Deed:

The advance is the amount of £..... (hereinafter referred to as the "Advance")

The property/securities to be charged: A First Charge against share certificates No 1 & No 2 (as affixed to this deed) in David Wood Baking Limited of 1 Calverley Road, Oulton LS26 8JD representing the value of the advance to be secured in (hereinafter referred to as the ("Property")).

Recital

The Lender has made an Advance to the Borrower upon the security of a Legal Charge over the Property, pursuant to a Loan Agreement dated August 2008 between the Borrower and the Lender.

Operative Provisions

1. As a consequence of signing this Deed, the Lender consents to the making of the Advance and any further advances by the Lender
2. As a consequence of signing this Deed, the Surety consents to the creation of the Legal Charge over the Property to secure the Advance and further advances with effect from the date of Loan Agreement
3. The Surety undertakes with the Lender :-

that such present and future rights or interest as the Surety may have in the Property shall be postponed and made subject to the rights and interests of the Lender under its Legal Charge

that no prior charge exists over the Property
4. In the event of a breach of any term of this Deed and of the Borrowers obligations under the Loan Agreement, all sums due shall be immediately payable and the Lender shall have all remedies under the law, which rights shall be in addition to any other rights or remedies that may

be available to it.

5. This Deed shall terminate upon the Borrower's full repayment of the Loan Agreement, or the satisfaction of the Loan Agreement to the Lender at which time the Lender's security interest described herein shall also terminate.

EXECUTED as a Deed
by the said (Borrower)

Director

Secretary

EXECUTED as a Deed
by the said (Lender)
in the presence of :-

Witness Signature:

Name:

Address:

EXECUTED as a Deed
by the said Surety
in the presence of :-

Witness Signature:

Name:

Address:

EXECUTED as a Deed
by the said Surety
in the presence of :-

Witness Signature:

Name:

Address: