



Registration of a Charge

Company Name: **ROAD LINK (A69) LIMITED**

Company Number: **03125840**



Received for filing in Electronic Format on the: **29/06/2021**

XA7NWM0N

Details of Charge

Date of creation: **24/06/2021**

Charge code: **0312 5840 0003**

Persons entitled: **HIGHWAYS ENGLAND COMPANY LIMITED**

Brief description: **NONE.**

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 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: **GOWLING WLG (UK) LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3125840

Charge code: 0312 5840 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 24th June 2021 and created by ROAD LINK (A69) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 29th June 2021 .

Given at Companies House, Cardiff on 30th June 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**

Dated 24 June 2021

(1) HIGHWAYS ENGLAND COMPANY LIMITED

AND

(2) ROAD LINK (A69) LIMITED

ACCOUNT CHARGE



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THIS DEED is made on 24 June 2021

BY:

- (1) **Road Link (A69) Limited** a company incorporated in England and Wales with company registration number 03125840 whose registered office is at Stocksfield Hall, Stocksfield, Northumberland, NE43 7TN (the "**Chargor**"); and
- (2) **Highways England Company Limited** a company incorporated in England and Wales with company registration number 09346363 whose registered office is at Bridge House, 1 Walnut Tree Close, Guildford, Surrey, GU1 4LZ (the "**Beneficiary**").

IT IS AGREED that:

1 INTERPRETATION

1.1 Definitions

Terms defined in the Project Agreement shall have the same meaning when used in this Deed and in addition

"Account" means the interest bearing blocked deposit retention account (account number [REDACTED], sort code [REDACTED] and account reference HIGHWAYS ENGLAND RE ROAD LINK (A69) LTD) opened or to be opened in the name of the Chargor and the Beneficiary with Lloyds Bank plc on or before the date of this Deed and/or (where the context permits) any account from time to time substituted for or additional to such account (including in each case such account as redesignated and/or renumbered from time to time).

"Charged Property" means all the assets of the Chargor which from time to time are the subject of the security created or expressed to be created in favour of the Beneficiary by or pursuant to this Deed.

"Collateral Rights" means all rights, powers and remedies of the Beneficiary provided by or pursuant to this Deed or by law.

"Deposit" means all sums of money in any currency deposited from time to time in or standing to the credit of the Account (including all moneys in any currency representing the renewal or replacement of or for any such deposits), all interest from time to time accrued or accruing on all such moneys, all or any moneys payable or repayable pursuant to such deposit or in respect of the Account and each case the debts represented thereby.

"Event of Default" has the meaning given to it in the Project Agreement.

"Financial Collateral" shall have the same meaning as in the Financial Collateral Regulations.

"Financial Collateral Regulations" means the Financial Collateral Arrangements (No. 2) Regulations 2003 (S.I. 2003/3226).

"Handback Amount" has the meaning given to that term in the Project Agreement.

"Project Agreement" means the A69 Carlisle To Newcastle DBFO Contract dated 12 January 1996 and made between The Secretary of State for Transport and Road Link (A69) Limited.

"Secured Obligations" means the obligation of the Chargor to pay the Handback Amount under and in accordance with Clause 17.6.7 of the Project Agreement.

"Security" means any mortgage, charge, pledge, lien or other security interest (including set-off, title transfer, title retention and trust arrangements) securing any obligation of any person or any other agreement or arrangement having a similar effect, including any other type of preferential right or arrangement.

"Security Financial Collateral Arrangement" shall have the same meaning as in the Financial Collateral Regulations.

1.2 Interpretation

In this Deed:

- (a) clause and schedule headings are for convenience of reference only and shall not affect the construction of this Deed;
- (b) references to Clauses and Schedules are references to the Clauses of and Schedules to this Deed;
- (c) references to this Deed or any other agreement or instrument shall be construed as references to that agreement or instrument as amended, novated, supplemented, extended or restated;
- (d) references to a person shall be construed to include that person's assigns, transferees or successors in title and shall be construed as including any individual, firm, trust, partnership, joint venture, company, corporation, unincorporated body of persons or any state or agency thereof, whether or not having separate legal personality;
- (e) references to a provision of law are references to that provision as amended or re-enacted;
- (f) words importing the singular shall include the plural and vice versa and words denoting any gender shall include all genders; and
- (g) the words "including" shall not be construed as limiting the generality of the words preceding it.

1.3 Third Party Rights

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

1.4 Effect as a deed

This Deed is intended to take effect as a deed, notwithstanding that the Beneficiary may have executed it under hand only.

2 COVENANT TO PAY

2.1 Covenant to Pay

The Chargor covenants that it will pay the Handback Amount to the Beneficiary when it becomes due and payable under and in accordance with the terms of the Project Agreement.

3 GRANT OF SECURITY

3.1 The Chargor with full title guarantee charges all of its present and future right, title, benefit and interest in and to the Account and the Deposit by way of first fixed charge in favour of the Beneficiary as continuing security for the payment and discharge of the Secured Obligations.

3.2 The Chargor agrees that the Deposit shall be held or designated so as to be under the control of the Beneficiary (or by a person acting on its behalf) for the purposes of the Financial Collateral Regulations. To the extent that the Deposit constitutes Financial Collateral and is subject to a Security Financial Collateral Arrangement created by or pursuant to this Deed, the Beneficiary shall have the right at any time after this Deed becomes enforceable, to appropriate all or any part of the Deposit in or towards the payment or discharge of the Secured Obligations. The value of the Deposit appropriated in accordance with this Clause shall be the amount standing to the credit of the Account together with accrued but unposted interest, at the time the right of appropriation is exercised.

4 FURTHER ASSURANCE

4.1 The Chargor shall, at its own expense, promptly take whatever action the Beneficiary may reasonably require for:

- (a) creating, perfecting or protecting the Security intended to be created by this Deed; and
- (b) facilitating the realisation of the Deposit or the exercise of any right, power or discretion exercisable by the Beneficiary or any Receiver in respect of the Deposit,

including the execution of any security or other document (in such form as the Beneficiary may reasonably require) and the giving of any notice and the making of any registration which the Beneficiary may think expedient.

5 REPRESENTATIONS AND WARRANTIES

5.1 The Chargor represents and warrants to the Beneficiary on the date of this Deed, by reference to the facts and circumstances then existing that:

- (a) it is a limited company, duly incorporated and existing under the laws of England and Wales possesses the capacity to sue and be sued in its own names, has the power to carry on the business which it conducts or proposes to conduct in accordance with the Project Agreement and to own its assets;
- (b) it has the power to execute, deliver and perform its obligations under this Deed and to carry out the transactions contemplated by this Deed and all necessary corporate, shareholder and other action has been or will be taken to authorise the execution, delivery and performance of the same;
- (c) the obligations expressed to be assumed by it in this Deed are legal, valid, binding and enforceable obligations;
- (d) the entry into, and performance by it of, and the transactions contemplated by, this

Deed do not and will not conflict with any law or regulation applicable to it, its constitutional documents or any agreement or instrument binding upon it or any of its assets;

- (e) no corporate action, legal proceedings or other procedures or steps have been taken or, as far as it is aware, threatened against it for its winding-up, dissolution, administration or re-organisation, the enforcement of any Security over its assets or for the appointment of a receiver, administrative receiver, or administrator, trustee or similar officer of it or of its assets or revenue;
- (f) it is the joint legal and beneficial owner of the Deposit free of any Security other than the security created by this Deed; and
- (g) this Deed creates the Security which it purports to create and is not liable to be avoided or otherwise set aside on the liquidation or administration of the Chargor or otherwise.

6 UNDERTAKINGS

6.1 Negative Pledge

The Chargor shall not without the prior written consent of the Beneficiary create or permit to subsist any Security over the whole or any part of the Charged Property other than the security created by this Deed.

6.2 Restriction on Disposals

The Chargor shall not (and shall not agree to) sell, factor, discount, transfer, assign or otherwise dispose of the whole or any part of the Charged Property (whether in a single transaction or in a series of transactions whether related or not), except as expressly permitted by the terms of the Project Agreement or this Deed.

6.3 Restrictions on Repayment and Withdrawals

Notwithstanding any term express or implied pursuant to which all or any part of the Deposit is or may be deposited in or paid to the credit of the Account, the Chargor undertakes and agrees with the Beneficiary that it shall not be entitled to and shall not:

- (a) make any request or demand to the Beneficiary for the payment or repayment of all or any part of the Deposit;
- (b) withdraw all or any part of the Deposit; and/or
- (c) close the Account,

except in any case with the prior written consent of the Beneficiary or as expressly permitted by the terms of the Project Agreement.

6.4 Non-jeopardy

During the continuance of the security constituted by this Deed, the Chargor covenants and agrees that it will not do or cause or permit to be done anything which might in any way depreciate, jeopardise or otherwise prejudice the value to the Beneficiary of the security constituted or intended to be constituted by this Deed.

7 ENFORCEMENT OF SECURITY

7.1 Enforcement

At any time after:

- (a) the occurrence of any Event of Default which has not been remedied or waived; or
- (b) any step (including the making of an application or the giving of any notice) is taken by the Chargor or any other person to appoint an administrator to the Chargor; or
- (a) any step (including the making of an application or the giving of any notice) is taken by the Chargor or any other person to wind up or dissolve the Chargor or to appoint a liquidator, trustee, receiver, administrator, administrative receiver or similar officer of the Chargor or any part of its undertaking or assets,

the Beneficiary may, without prior notice to the Chargor, enforce all or any part of that security by appropriating, applying or transferring as it shall think fit all or any part of the Deposit at any time or times in or towards satisfaction of the Secured Obligations in accordance with Clause 10 (*Application of Moneys*).

7.2 Timed Deposits

The rights and powers of the Beneficiary contained in Clause 8.1 (*Enforcement*) shall apply notwithstanding that:

- (a) all or any part of the Deposit may have been or may be deposited for a fixed or minimum period or be subject to a period of notice;
- (b) any interest on the Deposit is calculated by reference to a fixed or minimum period; and/or
- (c) any such fixed or minimum period or period of notice may or may not have expired or been given.

The Chargor authorises the Beneficiary at any time after the security constituted by this Deed has become enforceable to break or determine the Deposit in whole or in part and/or to renew all or any of the Deposit for such fixed periods as the Beneficiary may (in its absolute discretion) from time to time think fit.

7.3 No liability for loss

The Beneficiary shall not be liable for any loss suffered by the Chargor as a result of the exercise of the rights of the Beneficiary under Clause 8.2 (*Timed Deposits*).

7.4 Powers of the Beneficiary

- (a) The rights and powers of the Beneficiary contained in this Deed shall be in addition to and not to the prejudice of all or any of the powers, authorities and discretions conferred on mortgagees by the Law of Property Act 1925 (as varied or extended by this Deed) or otherwise conferred by law on mortgagees. All powers implied by the Law of Property Act 1925 shall arise (and the Secured Obligations shall be deemed to have become due and payable for that purpose) on the date of this Deed and shall be

immediately exercisable by the Beneficiary at any time after the security constituted by this Deed has become enforceable.

- (b) Sections 93 and 103 of the Law of Property Act 1925 shall not apply to this Deed.

8 POWER OF ATTORNEY

8.1 Appointment

The Chargor, by way of security and to more fully secure the performance of its obligations under this Deed, irrevocably appoints the Beneficiary and each person to whom the Beneficiary shall from time to time have delegated the exercise of the power of attorney conferred by this Clause jointly and severally to be its attorney and in its name and on its behalf to execute, deliver and perfect all documents and to do all things which the attorney may consider to be necessary for:

- (a) carrying out any obligation imposed on the Chargor by this Deed (including the execution and delivery of any deeds, charges, assignments or other security and any transfers of the Deposit); and
- (b) enabling the Beneficiary to exercise any of the powers conferred on it by or pursuant to this Deed or by law.

8.2 Ratification

The Chargor ratifies and confirms and agrees to ratify and confirm all things done and all documents executed by any attorney in the exercise or purported exercise of all or any of his powers

9 APPLICATION OF MONEYS

9.1 Order of Application

All moneys received or recovered by the Beneficiary pursuant to this Deed shall (subject to the rights and claims of any person having security ranking in priority to the security constituted by this Deed) be applied in the following order:

- (a) first, in satisfaction of, or provision for, all costs, charges and expenses reasonably incurred by the Beneficiary in enforcing the security created by this Deed;
- (b) second, in or towards satisfaction of the Secured Obligations; and
- (c) third, any surplus shall be paid to the Chargor or any other person entitled thereto.

- 9.2 Only money actually paid by the Receiver to the Beneficiary, or received or recovered by the Beneficiary under this Deed, shall be capable of being applied in or towards the satisfaction of the Secured Obligations (without in any way limiting Clause 9.1) and the Chargor shall have no rights in respect of the application by the Beneficiary of any sums received, recovered or realised by the Beneficiary under this Deed.

9.3 Avoidance of Payments

If the Beneficiary reasonably considers that any amount paid or credited to it is capable of being avoided or reduced by virtue of any bankruptcy, insolvency, liquidation or similar laws, the liability of the Chargor under this Deed and the security constituted hereby shall continue and

such amount shall not be considered to have been irrevocably paid.

10 EFFECTIVENESS OF SECURITY

10.1 Continuing Security

The security created by or pursuant to this Deed will be a continuing security for the Secured Obligations notwithstanding any intermediate payment or settlement of all or any part of the Secured Obligations or other matter or thing whatsoever and will be without prejudice and in addition to and shall not merge with any other right, remedy or security which the Beneficiary may hold at any time for the Secured Obligations and will not be affected by any release, reassignment or discharge of such other right, remedy or security.

11 NEW ACCOUNTS

- 11.1 If the Beneficiary at any time receives or is deemed to have received notice of any subsequent Security affecting all or any part of the Deposit it may open a new account or accounts with the Chargor. If the Beneficiary does not open a new account or accounts it shall nevertheless be treated as if it had done so as at the time when it received or was deemed to have received such notice and as from such time all payments made to the Beneficiary shall be credited or be treated as having been credited to such new account or accounts and shall not operate to reduce the amount of the Secured Obligations.

12 MISCELLANEOUS

12.1 No Deduction

All payments to be made to the Beneficiary under this Deed shall be made in freely available funds and shall be made clear of and without deduction for or on account of tax. If the Chargor is required by law to make a tax deduction, the sum payable by the Chargor shall be increased to the extent necessary to ensure that, after the making of such deduction, the recipient of such sum receives and retains a net sum equal to the sum which it would have received and retained had no such deduction been made or required to be made.

12.2 Protection of deposit

Any payments on account of the Secured Obligations permitted by the Beneficiary shall not be deemed to be a release of this security over any other money or interest at any time afterwards forming part of the Deposit.

12.3 Assignment and disclosure of information

The Beneficiary may assign and transfer all or any of its rights and obligations under this Deed. The Beneficiary shall be entitled to disclose such information concerning the Chargor and this Deed as the Beneficiary considers appropriate to any actual or proposed direct or indirect successor or to any person to whom information may be required to be disclosed by any applicable law.

12.4 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).

12.5 Remedies and Waivers

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

12.6 No Liability

Without in any way limiting the liability of any person for negligence or any breach of the Project Agreement or this Deed, none of the Beneficiary, its delegate(s) or nominee(s) shall be liable for any loss by reason of (a) taking any action permitted by this Deed or (b) any acts or omissions in connection with the Deposit (including taking possession of or realising all or any part of the Deposit).

12.7 Partial Invalidity

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

13 PROJECT AGREEMENT

None of the provisions of this Deed shall in any way limit or impair (or be construed or given effect in a way which limits or impairs) any of the rights or obligations of the Chargor or the Beneficiary under the Project Agreement, all of which shall remain in full force and effect in accordance with their respective terms.

14 NOTICES

Each communication to be made under this Deed shall be made in accordance with the provisions of clause 42 (*Notices*) of the Project Agreement.

15 COUNTERPARTS

This Deed may be executed in any number of counterparts, each of which is an original and all of which together evidence the same agreement.

16 GOVERNING LAW

This Deed is governed by and shall be construed in accordance with English law.

THIS DEED has been signed on behalf of the Beneficiary and **EXECUTED AS A DEED** by the Chargor and is delivered by them on the date first specified above.

SCHEDULE 1

FORM OF NOTICE TO ACCOUNT BANK

To: Lloyds Bank plc

Date: []

Dear Sirs

We give notice that we have assigned and charged to Highways England Company Limited (the "**Beneficiary**") all our right, title and interest in and to all sums which are now or may from time to time in the future stand to the credit of the charged retention account with the following details:

Account Number []

Sort Code []

Account Holder [Highways England Company Limited / Road Link (A69) Limited]

together with all interest accrued or accruing thereto and the debts represented by those sums (the "**Account**").

We hereby irrevocably instruct and authorise you:

- 1 to credit to the Account all interest from time to time earned on the sums of money held in the Account;
- 2 to disclose to the Beneficiary such information relating to the Account and the sums in the Account as the Beneficiary may, at any time and from time to time, request;
- 3 to hold all sums from time to time standing to the credit of the Account to the order of the Beneficiary;
- 4 to pay or release all or any part of the sums from time to time standing to the credit of the Account in accordance with the written instructions of the Beneficiary at any time and from time to time; and
- 5 to comply with the terms of any written notice or instructions in any way relating to the Account or the sums standing to the credit of the Account from time to time which you may receive at any time from the Beneficiary.

Please note we are not permitted to withdraw any amount from the Account without the prior written consent of the Beneficiary.

These instructions cannot be revoked or varied without the prior written consent of the Beneficiary.

This letter is governed by English law.

Please acknowledge receipt of this notice by signing the acknowledgement on the enclosed copy letter and returning the same to the Beneficiary at Bridge House, 1 Walnut Tree Close, Guildford, Surrey, GU1 4LZ.

Yours faithfully

.....

Authorised Signatory

for and on behalf of

Road Link (A69) Limited

SCHEDULE 2

FORM OF ACCOUNT BANK ACKNOWLEDGMENT AND NOTICES

Date: [●]

To:

- (1) [Client name/address] (the "Account Holder")
- (2) [Charge Holder name/address] (the "Charge Holder")
- (3) The Beneficial Owner Of The Funds

Lloyds Bank plc
Commercial Banking
PO Box 1000
BX1 1LT

Dear [salutation for Client and Charge Holder],

Bank Account Title	Bank Account Details

(including any renewal, redesignation and replacement thereof, the "Account(s)").

Notice of charge dated [●] (the "Notice")

1. Lloyds Bank plc (the "Bank") acknowledges receipt of the Notice and acknowledges that the Account(s) and all monies standing to the credit of the Account(s) (the "Deposit") are subject to a charge dated [insert date] (the "Charge") in favour of the Charge Holder. The Bank has no knowledge of the particulars of the Charge. The Bank does not confirm or agree to any terms, restrictions or other matters set out in the Notice other than any that are specifically acknowledged in this letter.
2. Subject to the other provisions of this letter, the Account Holder may continue to operate the Account(s) in the ordinary course in accordance with the mandates and terms and conditions applicable to the Accounts (the "Account Terms") and in particular:
 - (a) the Bank may continue to collect credits payable to or endorsed in favour of the Account Holder; and
 - (b) the Bank may process all other transactions on the Account(s) including drawings against, transfers of or other transactions related to the Deposit in accordance with the Account Terms.
3. The Bank acknowledges that at all times prior to the Charge being released the Bank shall not be entitled to combine the Deposit with monies in any other account or to exercise any right of set-off or counterclaim against money in the Account(s) in respect of any sum owed to the Bank on any other account of the Account Holder, save for fees, charges and interest payable to the Bank for the operation of the Account(s).
4. Upon receipt of a written notice from the Charge Holder in the form attached to this letter (a "Blocking Notice"), the Bank shall acknowledge receipt and shall inform the Charge Holder of the information and documents it

requires in order for the Charge Holder to be able to give instructions in relation to the Account(s) and the Deposit and details of any further steps that the Charge Holder will be required to take.

5. Upon the Bank acknowledging receipt of the Blocking Notice no further transactions (inbound or outbound) will be authorised to take place on the Account(s) until the Bank receives, in form and substance satisfactory to the Bank, the further documents and information from the Charge Holder noted in the acknowledgement of the Blocking Notice.
6. Following the Bank's acknowledgement of the Blocking Notice and until the Charge Holder confirms in writing that the Blocking Notice is revoked or the Charge has been released:
 - (c) the Bank shall be entitled to rely on any instruction or notice appearing or purporting to be given by an authorised signatory of the Charge Holder and the Bank shall be under no duty to enquire as to the validity of any Blocking Notice (or any signatures appearing therein) or any other instruction or notice purporting to be from the Charge Holder. It being understood that the Bank shall have no obligation nor duty to check if the conditions for the service of the Blocking Notice are fulfilled and the Bank's obligations shall be fully discharged in respect of the Account Holder in acting upon such notifications and/or instructions from the Charge Holder; and
 - (d) notwithstanding paragraph 6(a) above, the Bank shall have no obligation to action any instruction or notice appearing or purporting to be given by an authorised signatory of the Charge Holder, unless and until it has received the information and documents referred to in the Bank's acknowledgement of the Blocking Notice.
7. The Charge Holder shall notify the Bank in writing as soon as the Blocking Notice is revoked or the Charge is released in the forms scheduled to this letter.
8. Any Blocking Notice, revocation of the Blocking Notice or confirmation as to the release of the Charge must be addressed and sent to *[insert contact details for Relationship Manager Team – not specific named person as these can change]* (or such other details as may be advised in writing by the Bank to the Account Holder and the Charge Holder as being the replacement address for such notices).
9. This letter and the operation of the Account(s) are subject at all times to the Account Terms, but we confirm that, other than in relation to paragraph 3 above, as at the date of this letter those Account Terms do not conflict with the specific confirmations provided by us in, and the specific matters contemplated by, this letter. It is understood that:
 - (e) should there be any conflict between the Account Terms and any provision of this letter then this letter shall prevail; and
 - (f) the Account is in, and will remain at all times in, the name of the Account Holder.
 - (g) the Deposit is beneficially owned by the Underlying (The Beneficial Owner Of The Funds) and the Account we have opened (as set out above) sufficiently distinguishes the Deposit from any other account held with the Bank containing money belonging to the Account Holder and is in the form requested by the Account Holder.
10. The Bank shall have only the duties and responsibilities expressly set out herein (and in the acknowledgement to the Blocking Notice) and in the Account Terms in effect from time to time in relation to the Account(s) and shall not be deemed to be an agent, bailee or fiduciary for any party, including, but not limited to, the Account Holder, the Charge Holder or The Beneficial Owner Of The Funds.
11. The Bank, its agents, employees, officers and directors will not be liable for any damages, costs or losses to the Account Holder, the Charge Holder, The Beneficial Owner Of The Funds or any other person or have any liability whatsoever arising as a result of taking or not taking any action under or in connection with the Charge, this letter, the Notice or the Blocking Notice unless directly caused by its gross negligence or wilful misconduct in complying with the terms of this letter.
12. This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

Yours faithfully

For and on behalf of Lloyds Bank plc

SCHEDULE

BLOCKING NOTICE

To: Lloyds Bank plc
Commercial Banking
PO Box 1000
BX1 1LT

For the attention of: *[insert contact details for Relationship Manager Team – not specific named person as these can change]*
(or such other details as may be advised in writing by the Bank to the Customer and the Charge Holder as being the replacement address for such notices)

TO BE SENT BY EMAIL, AND IMMEDIATELY CONFIRMED BY A TELEPHONE CALL AND THE ORIGINAL OF THE BLOCKING NOTICE TO FOLLOW BY COURIER

THIS NOTICE REQUIRES YOUR URGENT ATTENTION

Acknowledgement of notice of charge dated [●] (the "Acknowledgement") from Lloyds Bank plc (the "Bank") to [●] (the "Charge Holder") and [●] (the "Account Holder")

This letter constitutes the Blocking Notice referred to in paragraph 4 of the Acknowledgement a copy of which is attached hereto.

We request that no further transactions be permitted to take place on bank account title: [●], bank account details: [●] (including any renewal, redesignation and replacement thereof) (the "**Account**"). Please do not accept payment instructions from the Account Holder or any party other than (once we have complied with your requirements for operating the Account) us as Charge Holder. We acknowledge that this instruction shall not be effective unless and until we receive your acknowledgement in writing of this Blocking Notice.

Please send your acknowledgement of this Blocking Notice to the Charge Holder for the attention of [●] together with copies of any documents required by the Bank to enable the Charge Holder to be authorised signatory on the Account and to operate the Account including access to all monies standing to the credit of the Account.

.....
For and on behalf of
[**Charge Holder**]
Date: [●]

ACKNOWLEDGEMENT OF BLOCKING NOTICE

To: [●] [Charge Holder]

For the attention of: [●]

Acknowledgement of notice of charge dated [●] (the "Acknowledgement") from Lloyds Bank plc (the "Bank") to [●] (the "Charge Holder") and [●] (the "Account Holder")

This letter constitutes acknowledgement of the Blocking Notice referred to in paragraph 4 of the Acknowledgement a copy of which is attached hereto. We confirm receipt of the Blocking Notice over bank account title: [*], bank account details: [*] (the "**Account**")

Please find attached copies of the documents required by the Bank to be completed by the Charge Holder to enable the Charge Holder to operate the Account.

.....
For and on behalf of Lloyds Bank plc

Enclosures: [●]

REVOCATION OF BLOCKING NOTICE

To: Lloyds Bank plc
Commercial Banking
PO Box 1000
BX1 1LT

For the attention of: *[insert contact details for Relationship Manager Team – not specific named person as these can change]*
(or such other details as may be advised in writing by the Bank to the Customer and the Charge Holder as being the replacement address for such notices)

TO BE SENT BY EMAIL, AND IMMEDIATELY CONFIRMED BY A TELEPHONE CALL AND THE ORIGINAL OF THE REVOCATION OF BLOCKING NOTICE TO FOLLOW BY COURIER

THIS NOTICE REQUIRES YOUR URGENT ATTENTION

Blocking notice dated [●] (the "Blocking Notice") from [●] (the "Charge Holder") in relation to the account maintained by [●] (the "Account Holder")

We refer to the Blocking Notice.

We confirm that, as of the date of this letter, the Blocking Notice is unconditionally and irrevocably revoked.

.....
For and on behalf of
[Charge Holder]

RELEASE CONFIRMATION

To: Lloyds Bank plc
Commercial Banking
PO Box 1000
BX1 1LT

For the attention of: *[insert contact details for Relationship Manager Team – not specific named person as these can change]*
(or such other details as may be advised in writing by the Bank to the Customer and the Charge Holder as being the replacement address for such notices)

TO BE SENT BY EMAIL, AND IMMEDIATELY CONFIRMED BY A TELEPHONE CALL AND THE ORIGINAL OF THE REVOCATION OF BLOCKING NOTICE TO FOLLOW BY COURIER

THIS NOTICE REQUIRES YOUR URGENT ATTENTION

Acknowledgement of notice of charge dated [●] (the "Acknowledgement") from Lloyds Bank plc (the "Bank") to [●] (the "Charge Holder") and [●] (the "Account Holder")

We refer to the Acknowledgement.

We confirm that we have unconditionally and irrevocably released and discharged all of the charges and other security constituted by the Charge.

.....

For and on behalf of
[Charge Holder]

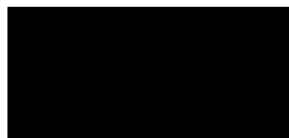
SIGNATURES TO ACCOUNT CHARGE

EXECUTED and **DELIVERED** as a **DEED**)

by)

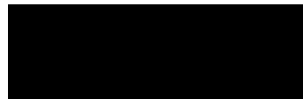
ROAD LINK (A69) LIMITED acting by a)

director in the presence of:



Director

Signature of Witness



Name (in BLOCK CAPITALS)

ELIAN ANN PINDER

Address

9 ROSE WAY, KILMARSH

SHEFFIELD, S21 1TL

Occupation

PA TO MD

Executed as a deed by
HIGHWAYS ENGLAND COMPANY LIMITED

By affixing its Common seal 2021 no 1015

in the presence of



Authorized signatory
Brian F Read
Head of Pre Contract Commercial Services
Authorized Signatory
Andrew Stephenson
Procurement Director