

30 5644 / 13

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

MR01

Particulars of a charge



A fee is payable with this form

Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online

Please go to www.companieshouse.gov.uk



What this form is for

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



What this form is NOT for

You may not use this form to
register a charge where the
instrument Use form MR01

SATURDAY



A2FXGWOW

A06

31/08/2013

#25

COMPANIES HOUSE

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



You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record

1

Company details

Company number

0 5 1 2 3 6 3 8

Company name in full

ACL Estates Limited (the "Company")

For official use

→ Filling in this form

Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2

Charge creation date

Charge creation date

d2 d3 m0 m8 y2 y0 y1 y3

3

Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name

HSBC Bank plc (the "Lender")

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below



I confirm that there are more than four persons, security agents or
trustees entitled to the charge

MR01

Particulars of a charge

4

Description

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

Continuation page

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

Description

All the rights, titles, benefits and interests whether present or future of the Company to the Rents including the right to receive the same and the full benefit of any guarantee or security for the performance thereof now or at any time after the date of the Charge given together with all claims, causes of action and damages arising in connection therewith and any proceeds of the foregoing,

In this form

"Leases" means any lease, agreement for lease, tenancy agreement, licence and any other right of occupation of the Property (or any part or parts thereof) now or hereafter existing,

"Rents" means all monies from time to time due, owing or incurred to the Company under the Leases other than sums due to the Company by way of insurance rent or service charge or any VAT payable to the Company thereon, and

"Property" means each of

- 1) 133 Sunny Bank Road, Mirfield, WF14 0JQ,
- 2) Land on the south West side of 1099 Thornton Road, Bradford BD98 0PA
- 3) Land and buildings on the North side of Town Street, Middleton, LS10 3TH
- 4) Bulls Head Inn, Bradford Road, Tingley and Land on the south side of Bradford Road, Wakefield, WF3 1NL
- 5) Land and buildings on the NE side of Halifax Road, Liversedge
- 6) 5 - 11 John Street, Leeds road, Dewsbury, WF12 7BN

5

Fixed charge or fixed security

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

☐ Yes

☒ No

6

Floating charge

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

☐ Yes Continue

☒ No Go to Section 7

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

☐ Yes

7

Negative Pledge

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

☒ Yes

☐ No

MR01

Particulars of a charge

8

Trustee statement ①

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

☐

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

9

Signature

Please sign the form here

Signature

Signature

X DWF LLP

X

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

MR01

Particulars of a charge



Presenter information

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

Contact name Lucy Edmondson (Ref HH62738 82)

Company name DWF LLP

Address Bridgewater Place

Water Lane

Post town Leeds

County/Region

Postcode L S 1 1 5 D Y

Country

DX DX 728240 Leeds 66

Telephone 0113 261 6571



Certificate

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



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following:

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



Important information

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



How to pay

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

Make cheques or postal orders payable to 'Companies House'



Where to send

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

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

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

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



Further information

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

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5123638

Charge code: 0512 3638 0019

The Registrar of Companies for England and Wales hereby certifies that a charge dated 23rd August 2013 and created by ACL ESTATES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 31st August 2013.

DX

Given at Companies House, Cardiff on 3rd September 2013



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



DATED 23/8/ 2013

(1) ACL ESTATES LIMITED

-and-

(2) HSBC BANK PLC

DEED OF ASSIGNMENT BY WAY OF
CHARGE OF RENTAL INCOME

	
DWF LLP, Bridgewater Place, Water Lane, Leeds, LS11 6DY	
I certify that this is a true copy of the original	
Signed	
Date	29/08/13



2000-2001, Waterford Place, Waterford, CT 06398

For a true copy of the original

.....bond

.....date

THIS DEED is made on 23 day of August 2013

BETWEEN

- (1) **ACL ESTATES LIMITED** (CRN 05123638) whose registered office is at 2 Woodside Mews, Clayton Wood Close, Leeds LS16 6QE (**"the Assignor"**);
- (2) **HSBC BANK PLC** acting from its Real Estate North East lending office at HSBC House, Bond Court, Leeds LS1 2JZ (**"the Lender"**)

WHEREAS

- (A) The Lender has made or is making certain facilities available to the Assignor to enable the Assignor to refinance certain existing borrowings in relation to its investment properties as more particularly detailed at Schedule 1 hereto (the **"Property"**)
- (B) The Assignor has granted security over each Property in favour of the Lender in the form of existing legal mortgages each dated prior to the date of this Assignment (the **"Legal Mortgages"**)
- (C) The Assignor has agreed to assign to the Lender all the Assigned Rights (as defined below) on the terms of this Assignment

DEFINITIONS AND INTERPRETATION

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Assignment (unless the context otherwise requires or admits) the following words and phrases shall have the following meanings

"the Act"	the Law of Property Act 1925,
"Appointment"	the agency agreement for property letting and management dated on or about the date of this Assignment and made between the Assignor and the Managing Agent in respect of the Property,
"Assigned Rights"	all the rights, titles, benefits and interests whether present or future of the Assignor to the Rents including the right to receive the same and the full benefit of any guarantee or security for the performance thereof now or at any time hereafter given together with all claims, causes of action and damages arising in connection therewith and any proceeds of the foregoing,
"Assignor Liabilities"	means all moneys obligations and liabilities whether actual or contingent which are now or may at any time hereafter be or become due owing or incurred to the Bank by the Assignor anywhere (whether alone or jointly with any other person and in whatever style name or form and whether as principal or surety) including (but without prejudice to the generality of the foregoing) the amount of any acceptance or other credits or advances and of any cheques notes or

bills from time to time given or assumed by the Bank for or at the request of the Assignor together with interest to the date of repayment (as well after as before judgement) at such rates and upon such terms as may from time to time be payable commission discount and other banking charges and any expenses reasonably or necessarily incurred by the Bank in relation to the Assignor or the Property or in towards or incidental to the preparation completion perfection enforcement or realisation of any guarantees or security for the liabilities of the Assignor or the sale or other conversion of the Property into money including legal and other costs on a full indemnity basis and Value Added Tax thereon,

"Leases"	any lease, agreement for lease, tenancy agreement, licence and any other right of occupation of the Property (or any part or parts thereof) now or hereafter existing;
"Managing Agents"	means ACL Rentals Limited (CRN: 07650518),
"Occupier"	includes any tenant, licensee or occupier under a Lease;
"Party"	means a party to this Assignment and includes its successors in title, permitted assigns and permitted transferees, whether immediate or derivative, and "Parties" shall mean all of them,
"Permitted Deductions"	means at any time the management fees and letting expenses then due and payable and as referred to in the Appointment,
"Receiver"	a receiver appointed pursuant to Clause 8,
"Rents"	all monies from time to time due, owing or incurred to the Assignor under the Leases other than sums due to the Assignor by way of insurance rent or service charge or any VAT payable to the Assignor thereon

1 2 Interpretation

In this Deed where the context requires

- 1 2 1 words and expressions defined in documents referred to herein shall have the same meaning herein unless expressly provided for or the context otherwise requires
- 1 2 2 words importing the singular include the plural and vice versa,
- 1 2 3 words importing the masculine, feminine or neuter include any or all of such genders,
- 1 2 4 where a Party consists of more than one person covenants and obligations of that Party shall take effect as joint and several covenants and obligations,

- 1 2 5 a covenant by the Assignor not to do something includes a covenant not to permit or knowingly suffer it to be done by a third party,
- 1 2 6 references to any statute or law include references to any statutory modification, replacement, consolidation or re-enactment thereof for the time being in force and any other instrument regulation notice consent (and any conditions attaching thereto) bye-laws directive code of practice or guidance note made or issued thereunder or in connection therewith or deriving validity therefrom,
- 1 2 7 references to the Lender and the Assignor shall include unless the context otherwise requires the Lender's and the Assignor's successors and assigns and shall include any company or other body with which the Lender may amalgamate and the personal representatives of the Assignor,
- 1 2 8 the Parties intend that this Assignment shall take effect as a deed irrespective of whether a Party executes it under hand

2 COVENANT TO PAY

The Assignor covenants to pay or discharge to the Lender the Assignor Liabilities forthwith on demand

3 ASSIGNMENT

- 3 1 The Assignor with full title guarantee hereby assigns all the Assigned Rights to the Lender by way of charge as a continuing security for the payment and discharge of the Liabilities (or either of them)
- 3 2 The Parties acknowledge and confirm that the Lender may, at its discretion, apply any and all sums received by the Lender under the terms of this Assignment in reduction of the Liabilities (or either of them) to the extent that the same have fallen due for payment or discharge

4 COVENANTS

The Assignor hereby covenants:

- 3 1 to use all reasonable endeavours to ensure that Rents are paid
- 3 1 1 directly from each Occupier to the Managing Agent, or
- 3 1 2 (if so directed by the Lender at any time after the date of this Assignment) directly from each Occupier to the Lender, and
- 3 2 (where the Rents are being paid in accordance with clause 3 1 1 above) to use all reasonable endeavours to ensure that the Managing Agents pay the Rents collected from each Occupier to the Lender net only of Permitted Deductions, and to serve a notice in the form at Schedule 2 on the Managing Agents immediately on execution of this Assignment,
- 3 3 to comply with each and every covenant obligation and provision contained in the Leases and use reasonable endeavours to procure that all other parties to the Leases do likewise and shall not (save with the prior written consent of the Lender such consent not to be unreasonably withheld) amend, vary, extend, release,

determine or rescind the Leases or grant any time or indulgence or compound with, discharge, waive, release or vary the liability of any other person under the Leases or consent to any act or omission which would otherwise constitute a breach or concur in accepting or varying any compromise arrangement or settlement relating thereto or do or suffer any act or thing whereby the recovery of the Rents may be delayed or impeded,

3 4 not to sell, assign, discount, factor, mortgage, charge, pledge, compound or release the Rents (or purport to do any of the foregoing), and

3 5 not to do or cause to be done anything which may depreciate, jeopardise or otherwise prejudice the value of the Rents

4 POWER OF ATTORNEY

The Assignor hereby (by way of security and in order more fully to secure the performance of the obligations on the part of the Assignor hereunder) irrevocably appoints the Lender and every receiver to be its attorney acting severally, and on its behalf and in its name or otherwise, to execute and do all such assurances, acts and things which the Assignor ought to do and fails to do under the covenants and provisions contained in this Assignment and generally in its name and on its behalf to exercise all or any of the powers, authorities and discretions conferred by or pursuant to this Assignment or by statute on the Lender or any receiver

5 FURTHER ASSURANCE

The Assignor hereby agrees, at any time and from time to time, upon the written request of the Lender, to promptly and duly execute and deliver any and all such further instruments and documents and do all such other things as the Lender may deem reasonably necessary or desirable for the purpose of obtaining the full benefit of this Assignment and of the powers herein granted

6 NOTICE

The Assignment constituted by Clause 3 and the powers hereby granted shall have immediate effect and the Assignor shall if called upon to do so by the Lender pursuant to clause 3 1 2 give notice in the form set out in Schedule 3 to the Occupiers and shall ensure that the Occupiers shall return forthwith the acknowledgement thereof to the Lender

7 REASSIGNMENT

The Lender covenants with the Assignor that upon the full repayment or other discharge of the Liabilities it shall (at the Assignor's request and cost) re-assign to the Assignor (or otherwise as the Assignor shall request in writing) the benefit of the Assigned Rights Any such reassignment shall be without title guarantee, representation or warranty by, or any form of recourse against, the Lender

8 RECEIVER

8 1 On or at any time after -

8 1 1 a demand for payment has been served on the Assignor by the Lender in relation to the Assignor Liabilities, or

8 1 2 the security created by the Legal Mortgages has become enforceable, or

8 1 3 the Assignor shall have so requested,

(each an **Enforcement Event**), the Lender may, in writing under the hand of any of its duly authorised officers, appoint any person(s) (and, if more than one, jointly or severally) as receivers hereunder and may remove any such person(s) and appoint another or others in his or their place

8 2 The receiver shall be deemed to be the agent of the Assignor so far as the law permits and, subject to any applicable statutory provisions, the Assignor shall alone be personally liable for the receiver's acts, defaults and remuneration

8 3 The Lender may from time to time determine the remuneration of the Receiver (which remuneration shall not be limited to the maximum rate specified in Section 109(6) of the Act or in any other way)

8 4 Where the receiver is not acting as agent for the Assignor, the receiver shall act as principal and not as agent for the Lender. The receiver shall have and be entitled to exercise all powers conferred on a receiver by the Act

9 ENFORCEMENT

For the purposes of all powers implied by statute the Assignor Liabilities shall be deemed to have become due and payable on the date hereof and section 103 of the Act (restricting the power of sale) and section 93 of the Act (restricting the right of consolidation) shall not apply to this security

10 INDEMNITY

The Lender and any receiver or other person appointed by the Lender hereunder shall be indemnified by the Assignor (including, without limitation, out of the Rents) in respect of all liabilities properly incurred in the exercise of their rights hereunder and any breaches by the Assignor of its obligations hereunder and against all proceedings, claims, costs and expenses in connection with any of the foregoing

11 ASSIGNMENT

The Lender may assign all or any of its rights hereunder and any successor to or assignee of the Lender shall be entitled to the full benefits hereof

12 COSTS

The Assignor shall pay to the Lender all reasonable and proper costs, expenses and disbursements incurred in connection with the protection or enforcement of the Lender's rights hereunder in any court of law or otherwise

13 MISCELLANEOUS

13 1 This Assignment shall constitute a continuing security for all Liabilities and shall not be considered as satisfied or discharged by any intermediate payment or settlement of account

13 2 In addition this security shall not be determined, affected or prejudiced in any manner whatsoever by

- 13 2 1 the Lender taking or holding any other or further security or guarantee from the Assignor or any other person,
 - 13 2 2 the Lender varying, releasing or omitting to enforce any such security or guarantee and the Lender shall not be required to take any steps to enforce the same prior to making any demand hereunder or enforcing this Assignment,
 - 13 2.3 the Lender varying or determining any facilities afforded to the Assignor or any other person, or
 - 13 2 4 the Lender giving time for payment or granting any other indulgence to or making any other arrangement with or accepting any composition from the Assignor or any other person or persons
- 13 3 No failure to exercise nor any delay on the part of the Lender in exercising any right power or remedy provided herein shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any further exercise thereof or the exercise of any other right power or remedy available to the Lender.
- 13 4 The terms conditions undertakings covenants and all other provisions contained herein shall be in addition to and not in substitution for the terms, conditions, undertakings, covenants and other provisions contained in the Legal Mortgages

14 SEVERABILITY

Each of the provisions of this deed is severable from the others. If any 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 be in any way affected or impaired thereby

15 THIRD PARTY RIGHTS

Save as permitted in this deed, a person who is not a Party to this deed has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed. This clause 15 does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act

16 COUNTERPARTS

This deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this deed

17 GOVERNING LAW AND JURISDICTION

This deed, and any non-contractual obligations arising out of or in connection with it, shall be governed by and construed in accordance with English law and the Assignor irrevocably submits to the non-exclusive jurisdiction of the English courts

IN WITNESS whereof this Assignment has been executed and delivered as a deed on the date specified above

EXECUTION PAGE

SIGNED (but not delivered until the date hereof) and delivered
as a **DEED** by **ACL ESTATES LIMITED** acting by two directors
or by one director and the company secretary

Director

Signature

Name (in block
capitals)

Director / Secretary

Signature

Name (in block
capitals)

OR

SIGNED (but not delivered until the date hereof) and delivered
as a **DEED** by **ACL ESTATES LIMITED** acting by its director

Director

Signature

Name (in block
capitals)

in the presence of



Witness

Signature

Name (in block
capitals)

Address

Occupation



ANTHONY M BASTAIN
PARTNER
BEAUMONT LEGAL
1 PARAGON AVENUE
PARAGON BUSINESS VILLAGE
WAKEFIELD WF1 2UF

SIGNED by

Signature

(Print name)

Authorised signatory for **HSBC BANK PLC**

SCHEDULE 1

The Property

Owner	Property
ACL Estates Limited	133 Sunny Bank Road, Mirfield, WF14 0JQ
ACL Estates Limited	Land on the south West side of 1099 Thornton Road, Bradford BD98 0PA
ACL Estates Limited	Land and buildings on the North side of Town Street, Middleton, LS10 3TH
ACL Estates Limited	Bulls Head Inn, Bradford Road, Tingley and Land on the south side of Bradford Road, Wakefield, WF3 1NL
ACL Estates Limited	Land and buildings on the NE side of Halifax Road, Liversedge
ACL Estates Limited	5 – 11 John Street, Leeds road, Dewsbury, WF12 7BN

DECLARATION OF INTEREST

**SCHEDULE 2
Part A**

Form of Notice

NOTICE OF ASSIGNMENT

Date []

To []

of []

We, ACL Estates Limited, HEREBY give you ACL Rentals Limited notice that by an Assignment (the "Assignment") dated _____ 2013 (copy attached) and made between (1) us and (2) HSBC Bank plc ("the Bank") we assigned by way of charge to the Bank as security for the Liabilities (as defined in the Assignment) all our rights, titles, benefits and interests whether present or future to the Rents (as defined in the Assignment), including the right to receive the same and the full benefit of any guarantee or security for the performance thereof now or at any time hereafter given together with all claims, causes of action and damages arising in connection therewith and any proceeds of the foregoing

Accordingly we hereby irrevocably instruct you in your capacity as our managing agents to pay the Rents less only the Permitted Deductions (as defined in the Assignment) into the following account, or such other account as the Bank may otherwise direct and declare from time to time

Account ACL Estates Limited, A/C No 84734858, Sort Code 40-27-15, Account Bank HSBC Bank plc, 33 Park Row, Leeds LS1 1LD

Please note that this authority and instruction is irrevocable without the prior written consent of the Bank. Will you please acknowledge receipt of this letter and confirm that you will pay the Rents less Permitted Deductions as directed herein by signing the Acknowledgement attached to this Notice of Assignment and returning the duplicate copy to the Bank

Yours faithfully

for and on behalf of ACL Estates Limited

Part B

Form of Acknowledgement

To: HSBC Bank plc
Real Estate North East
HSBC House
1 Bond Court
Leeds
LS1 2JZ

(For the attention of Allister Booth)

Re: ACL Estates Limited

Properties: (1) 133 Sunny Bank Road, Mirfield, WF14 0JQ; (2) Land on the south West side of 1099 Thornton Road, Bradford BD98 0PA; (3) Land and buildings on the North side of Town Street, Middleton, LS10 3TH; (4) Bulls Head Inn, Bradford Road, Tingley and Land on the south side of Bradford Road, Wakefield, WF3 1NL; (5) Land and buildings on the NE side of Halifax Road, Liversedge; (6) 5 – 11 John Street, Leeds road, Dewsbury, WF12 7BN

(the "Properties")

We confirm we are acting as managing agents for ACL Estates Limited in respect of the above Properties. We hereby acknowledge receipt of the Notice of Assignment dated 2013 ("the Notice") of which this is a copy and confirm our acceptance of the instructions contained in it and that we have not received any other notice of any assignment of or other third party interest in the rights, title and interest of the Assignor in respect of the Rents

Except where the context otherwise requires, words and expressions defined in the Notice shall bear the same meaning in this acknowledgement

We agree as follows

- 1 To comply with the terms of the Notice and in particular, the payment instructions therein,
- 2 That this acknowledgement is freely assignable or transferable by you and any subsequent assignee, transferee or successor in title in accordance with the terms of the Assignment ('any subsequent party') or any receiver appointed by you or any subsequent party pursuant to the Assignment,

For and on behalf of
ACL Rentals Limited

SCHEDULE 3

Part A

Form of Notice

NOTICE OF ASSIGNMENT

Date []

To []

of []

We, ACL Estates Limited HEREBY give you notice that by an Assignment (the "Assignment") dated _____ 2013 and made between us and HSBC Bank plc ("the Bank") we assigned by way of charge to the Bank all our rights, titles, benefits and interests to all monies from time to time owing or incurred by you to us under the lease dated [] made between ourselves as Lessor and you as Lessee in relation to [*description of demised premises*] (the "Lease"), other than sums due to us by way of insurance rent or service charge or any VAT payable to us thereon, including all monies which may at any time become due to us thereunder including the right to receive the same and the full benefit of any guarantee or security for the performance thereof now or at any time thereafter given together with all claims, causes of action and damages arising in connection therewith and any proceeds of the foregoing (the "Rent").

Notwithstanding that assignment, we remain liable to you to perform all obligations assumed by us under the Lease and the Bank is under no obligation of any kind whatsoever thereunder

We hereby irrevocably instruct you to pay the Rent direct into the following account, or such account as the Bank may otherwise direct, and we declare that this authority and instruction is irrevocable without the prior written consent of the Bank

Account ACL Estates Limited, A/C No 84734858, Sort Code 40-27-15, Account Bank HSBC Bank plc, 33 Park Row, Leeds LS1 1LD

Please note that notwithstanding the foregoing, we shall remain responsible to you for management of the property demised by the Lease at all times

Please note that under the terms of the Assignment we may not (save with the prior written consent of the Bank)

- (i) amend, vary, extend, release, determine or rescind the Lease or grant any time or indulgence or compound with, discharge, waive, release or vary the liability of any other person under the Lease or consent to any act or omission which would otherwise constitute a breach or concur in accepting or varying any compromise arrangement or settlement relating thereto or do or suffer any act or thing whereby

the recovery of all monies from time to time due, owing or incurred to me under the Lease may be delayed or impeded,

- (ii) permit any assignment or other dealing or encumbrance whatsoever to occur in connection with our rights or obligations under the Lease

Will you please acknowledge receipt of this letter and confirm that you will pay the Rent as directed herein by signing the Acknowledgement attached to this Notice of Assignment and returning the duplicate copy to the Bank

Yours faithfully

for and on behalf of ACL Estates Limited

Part B

Form of Acknowledgement

To HSBC Bank plc
Real Estate North East
HSBC House
1 Bond Court
Leeds
LS1 2JZ

(For the attention of Allister Booth)

Re: Lease between (1) ACL Estates Limited (as Lessor) and ourselves (as Lessee) in relation to [*description of demised premises*] dated [] (the "Lease")

We hereby acknowledge receipt of the Notice of Assignment dated 2013 ("the Notice") of which this is a copy and confirm our acceptance of the instructions contained in it and that we have not received any other notice of any assignment of or other third party interest in the rights, title and interest of the Assignor in respect of the Lease

Except where the context otherwise requires, words and expressions defined in the Notice shall bear the same meaning in this acknowledgement

We agree as follows

- 1 To comply with the terms of the Notice,
- 2 To fulfill all our obligations, including, without limitation, any payment obligations, in relation to the subject matter of the Assignment in accordance with your instructions,

- 3 That this acknowledgement is freely assignable or transferable by you and any subsequent assignee, transferee or successor in title in accordance with the terms of the Assignment ('any subsequent party') or any receiver appointed by you or any subsequent party pursuant to the Assignment,
- 4 If you give notice, which shall be binding and conclusive upon us, to us stating that an enforcement event as defined in the Assignment has occurred, we shall permit you to exercise all or any of the rights of the Assignor under the Lease

Signed

[TENANT]