



**Registration of a Charge**

Company Name: **WHITWORTH HALL DEVELOPMENTS LIMITED**

Company Number: **08802051**



Received for filing in Electronic Format on the: **10/04/2024**

XD0PR9HT

**Details of Charge**

Date of creation: **05/04/2024**

Charge code: **0880 2051 0005**

Persons entitled: **GB BANK LIMITED**

Brief description: **THE PROPERTY OWNED BY THE CHARGOR OR IN WHICH THE CHARGOR HAS AN INTEREST, PARTICULARS OF WHICH ARE SET OUT IN SCHEDULE 1 (PROPERTY) TO THE INSTRUMENT, BEING, PROPERTY KNOWN AS LAND AND BUILDINGS AT HOME FARM COTTAGE, WHITWORTH PARK, SPENNYMOOR DL16 7QX AS REGISTERED AT HM LAND REGISTRY UNDER TITLE NUMBERS DU350960, DU230073 AND DU182194 TOGETHER WITH (IN EACH CASE) ANY BUILDINGS, FIXTURES, FITTINGS, FIXED PLANT OR MACHINERY FROM TIME TO TIME SITUATED OR FORMING PART OF SUCH PROPERTY, ALL PROCEEDS OF SALE DERIVING FROM ANY SUCH PROPERTY, THE BENEFIT OF ALL COVENANTS GIVEN IN RESPECT OF ANY SUCH PROPERTY, ANY OTHER RIGHTS (WHETHER ARISING BY LAW OR OTHERWISE) IN RESPECT OF SUCH PROPERTY AND ANY MONIES PAID OR PAYABLE IN RESPECT OF SUCH COVENANTS.**

**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: **WARD HADAWAY LLP**



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

Company number: 8802051

Charge code: 0880 2051 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 5th April 2024 and created by WHITWORTH HALL DEVELOPMENTS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 10th April 2024 .

Given at Companies House, Cardiff on 11th April 2024

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**

Date: 5 April 2024

Legal Charge

relating to

property known as land and buildings at Home Farm Cottage, Whitworth Park, Spennymoor DL16 7QX as registered at HM Land Registry under title numbers DU350960, DU230073 and DU182194

Whitworth Hall Developments Limited<sup>(1)</sup> and  
GB Bank Limited<sup>(2)</sup>

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DATE 5 April 2024

## PARTIES

- (1) Whitworth Hall Developments Limited (No. 08802051) whose registered office is 1st Floor, Two, Jesmond Three Sixty, Newcastle Upon Tyne, Tyne And Wear, England, NE2 1DB (**Chargor**).
- (2) GB Bank Limited whose registered office is at 2 Centre Square, Middlesbrough TS1 2BF (**GBB**).

## AGREED TERMS

### 1. DEFINITIONS AND INTERPRETATION

#### 1.1 In the interpretation of this Deed:

<b>Agreement for Lease</b>	an agreement to grant an Occupational Lease for all or part of any Property.
<b>Default Rate</b>	the rate of interest payable in accordance with the terms of any agreements or letters setting out the terms of or constituting the Secured Liabilities in relation to any amount which is not paid on the due date for payment.
<b>Facility Agreement</b>	the facility agreement between the Chargor and GBB dated on or about the date of this Deed and amended, restated, varied, substituted or replaced from time to time.
<b>Finance Documents</b>	shall have the meaning given to that expression in the Facility Agreement.
<b>Financial Collateral</b>	shall have the meaning given to that expression in the Financial Collateral Regulations.
<b>Financial Collateral Regulations</b>	the Financial Collateral Arrangements (No. 2) Regulations 2003 (S.I. 2003 No. 3226).
<b>Group</b>	any group of companies comprising of the Chargor, the Parent, and their respective Subsidiaries and <b>Group Company</b> shall be construed accordingly.
<b>Headlease</b>	a lease under which the Chargor holds title to the whole or any part of any Property.
<b>Insurances</b>	all contracts or policies of insurance of whatever nature in relation to the Secured Assets which from time to time are taken out or maintained by or on behalf of the Chargor (to the extent of its interest) in which the Chargor has an interest but excluding contracts or policies of insurance to the extent they relate to the Chargor's liabilities to third parties.
<b>Insurance Proceeds</b>	the proceeds of any insurance claim arising under the Insurances received by the Chargor, after deduction of any reasonable expenses incurred in relation to the relevant claim together with the benefit of all bonuses, profits, returns of premiums and other benefits of whatever nature arising by virtue of the Chargor's ownership of any Insurances and all interest on any of the foregoing.
<b>Lease Document</b>	(a) an Agreement for Lease;

- (b) an Occupational Lease; and
- (c) any other document designated as such by GBB and the Chargor.

<b>Occupational Lease</b>	any lease or licence or other right of occupation or right to receive rent to which any Property may at any time be subject and includes any guarantee of a tenant's obligations under the same.
<b>Permitted Disposal</b>	a disposal expressly permitted by Clause [18.1(b)] of the Facility Agreement.
<b>Property</b>	the property owned by the Chargor or in which the Chargor has an interest, particulars of which are set out in Schedule 1 (Property) together with (in each case) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated or forming part of such property, all proceeds of sale deriving from any such property, the benefit of all covenants given in respect of any such property, any other rights (whether arising by law or otherwise) in respect of such property and any monies paid or payable in respect of such covenants.
<b>Receiver</b>	an administrative receiver, receiver and manager or other receiver appointed pursuant to this Deed in respect of the Chargor or over all or any of the Secured Assets charged by or pursuant to this Deed.
<b>Rental Income</b>	<p>the aggregate of all amounts paid or payable to or for the account of the Chargor in connection with the letting, licence or grant of other rights of use or occupation of any part of the Property, including each of the following amounts:</p> <ul style="list-style-type: none"> <li>(a) rent, licence fees and equivalent amounts paid or payable;</li> <li>(b) any sum received or receivable from any deposit held as security for performance of a tenant's obligations;</li> <li>(c) a sum equal to any apportionment of rent allowed in favour of the Chargor;</li> <li>(d) any other moneys paid or payable in respect of occupation and/or usage of the Property and any fixture and fitting on that Property including any fixture or fitting on the Property for display or advertisement, on licence or otherwise;</li> <li>(e) any sum paid or payable under any policy of insurance in respect of loss of rent or interest on rent;</li> <li>(f) any sum paid or payable, or the value of any consideration given, for the grant, surrender, amendment, supplement, waiver, extension or release of any Lease Document;</li> <li>(g) any sum paid or payable in respect of a breach of covenant or dilapidations under any Lease Document;</li> <li>(h) any sum paid or payable by or distribution received or receivable from any guarantor of any occupational tenant under any Lease Document;</li> <li>(i) any Tenant Contributions; and</li> </ul>

- (j) any interest paid or payable on, and any damages, compensation or settlement paid or payable in respect of, any sum referred to above less any related fees and expenses incurred (which have not been reimbursed by another person) by the Chargor.

**Secured Assets**

the assets charged, assigned or otherwise the subject of any security created by or pursuant to this Deed and includes any part or parts of such assets.

**Secured Liabilities**

all or any money and liabilities which shall from time to time (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to GBB by the Chargor, whether actually or contingently, solely or jointly and whether as principal or surety (or guarantor or cautioner), including any money and liabilities of the Chargor to a third party which have been assigned, transferred or novated to or otherwise vested in GBB and including interest, discount, commission and other lawful charges or expenses or fees which GBB may in the course of its business charge or incur in respect of any of those matters or for keeping the Chargor's account, and so that interest shall be computed and compounded according to the usual rates and practice of GBB (or as otherwise agreed in writing) after as well as before any demand made or judgment or decree obtained under or in relation to this Deed.

**Security Financial Collateral Arrangements**

shall have the meaning given to that expression in the Financial Collateral Regulations.

**Subsidiary**

in respect of any, person or entity, any company, person or entity directly or indirectly controlled by such company, person or entity (including any Subsidiary acquired after the date of this Deed) and **Subsidiaries** shall mean all or any of them, as appropriate.

**Tenant Contributions**

any amount paid or payable to the Chargor by any tenant under a Lease Document or any other occupier of the Property by way of contribution to:

- (a) ground rent;
- (b) insurance premia;
- (c) the cost of an insurance valuation;
- (d) a service or other charge in respect of the Chargor's costs in connection with any management, repair, maintenance or similar obligation or in providing services to a tenant of, or with respect to, the Property; or
- (e) a reserve or sinking fund;
- (f) VAT; or
- (g) any other amount from time to time agreed between GBB and the Chargor in writing.

**1.2 References to:**

- 1.2.1 any reference to a provision of law (including a statutory provision) is to a provision as it is in force for the time being taking account of any amendment, re-enactment or extension;



- 1.2.2 **control** of any company shall be interpreted in accordance with Section 995 of the Income Tax Act 2007;
- 1.2.3 **including** shall not be construed as limiting the generality of the words preceding it;
- 1.2.4 **property** shall include any interest (legal or equitable) in real or personal property and anything in action;
- 1.2.5 this Deed shall include the Schedules;
- 1.2.6 any term or phrase defined in the Companies Act 2006 (as amended from time to time) shall bear the same meaning in this Deed;
- 1.2.7 unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular;
- 1.2.8 this Deed and to any provisions of it or to any other document or instrument referred to in this Deed is a reference to that document or instrument as amended, novated, supplemented, extended, restated or replaced from time to time provided that, where the consent of GBB is required pursuant to any Finance Document or otherwise to such amendment, novation, supplement, extension, restatement or replacement, such consent has been obtained in writing;
- 1.2.9 any reference to a **person** includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality) or two or more of the foregoing;
- 1.2.10 any reference to a **company** includes any company or corporation irrespective of its jurisdiction of incorporation and a limited liability partnership established under the Limited Liability Partnerships Act 2000;
- 1.2.11 any person are to be construed to include their respective successors, permitted assignees and/or permitted transferees; and
- 1.2.12 clause headings are for ease of reference only.
- 1.3 Except where a term is expressly defined in this Deed, each term used in this Deed which is defined in the Facility Agreement has the same meaning as in the Facility Agreement construed in accordance with the terms of the Facility Agreement.
- 1.4 The terms of the Finance Documents under which the Secured Liabilities arise and of any side letters between the Chargor and GBB relating to them are incorporated in this Deed to the extent required for any purported disposition of the Secured Assets (or any of them) contained in this Deed to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
- 1.5 The parties intend that this document shall take effect as a deed.
- 1.6 The use of bold type shall be ignored in the construction of this Deed.
- 1.7 If there is a direct inconsistency between the terms of this Deed and the Facility Agreement, the terms of the Facility Agreement shall prevail to the extent of any such direct inconsistency.
- 2. COVENANT TO PAY**
- 2.1 The Chargor hereby, as primary obligor and not merely as surety, covenants with GBB that it will on demand pay or discharge or perform the Secured Liabilities when the same become due and payable and in the manner provided in the Finance Documents.

2.2 If the Chargor shall fail to pay any amount under this Deed when it is due then such amount shall bear interest (after as well as before judgment and payable on demand):

2.2.1 at the rate and manner agreed in the Finance Document under which such amount is payable; or

2.2.2 in the absence of any such agreement, at the Default Rate from time to time,  
from the due date until the date such amount is paid and discharged in full.

### **3. CHARGING PROVISIONS**

3.1 The Chargor with full title guarantee hereby charges to GBB as a continuing security for the payment or discharge of the Secured Liabilities:

3.1.1 by way of legal mortgage all estates or interests in the Property;

3.1.2 by way of fixed charge:

- (a) the Property (but excluding any Property made subject to a valid legal mortgage under Clause 3.1.1) and all the Chargor's other interests in the Property;
- (b) all buildings, and other erections or structures, plant and machinery of the Chargor now or in the future located on, but which in each case are not affixed to nor form part of the Property;
- (c) the benefit of all other agreements relating to the Property which the Chargor is or may become party to or otherwise entitled;
- (d) (to the extent not effectively assigned under Clause 3.2.1) the Insurances and the benefit of all Insurance Proceeds;
- (e) the benefit of all warranties, instruments, guarantees, charges, pledges, and other security and all other rights and remedies available to the Chargor in respect of the Property including the construction of the Property, its use or title to the Property, any present or future compensation and damages for the compulsory purchase of, or any blight or disturbance affecting the Property, and the benefit of all easements serving or relating to the Property;
- (f) all present and future bank accounts, cash at bank and credit balances of the Chargor (excluding those arising on fluctuating accounts) with any bank or other person whatsoever and all rights relating or attaching to them (including the right to interest);
- (g) all rights, money or property accruing or payable to the Chargor now or in the future under or by virtue of the Property; and
- (h) the goodwill of any business at any time carried on by the Chargor from the Property.

3.2 As further continuing security for the payment or discharge of the Secured Liabilities, the Chargor with full title guarantee hereby assigns in favour of GBB (subject to the right of the Chargor to require the re-assignment of it upon payment or discharge in full of the Secured Liabilities):

3.2.1 the Insurances and the benefit of all Insurance Proceeds;

3.2.2 the Rental Income;

3.2.3 the benefit of all covenants, rights, claims, warranties and guarantees relating to the Property including the construction of the Property, its use of or title to the Property,

any present or future compensation and damages for the compulsory purchase of, or any blight or disturbance affecting the Property, and the benefit of all easements serving or relating to the Property (excluding and construction contracts which are subject to a separate security over the benefit of construction documents);

- 3.2.4 its rights and interest in any claim against any provider of any certificate of or report on title or the provider of any other due diligence report (in its capacity as provider of the same) in connection with the acquisition, development, financing or refinancing of the Property; and
  - 3.2.5 all of its rights under each Headlease and Lease Document, and all of its rights under any guarantee of Rental Income contained in or relating to any Lease Document.
- 3.3 To the extent that any such right, title and interest as is referred to in Clause 3.2 is not assignable or capable of assignment, the assignment of it purported to be effected by such clause shall operate as an assignment of any and all compensation, damages, income, profit or rent which the Chargor may derive from it or be awarded or entitled to in respect of it, in each case as a continuing security for the payment or discharge in full of the Secured Liabilities.
- 3.4 The Chargor will not without the prior written consent of GBB:
- 3.4.1 create or attempt to create or permit to subsist any right in security, mortgage, charge, assignment, lien (other than a lien arising in the ordinary course of business by operation of law) or any Security Interest, encumbrance, trust agreement, declaration of trust or trust arising by operation of law over all or any Secured Assets (except in favour of GBB);
  - 3.4.2 sell, transfer, assign, factor, lease or otherwise dispose of or part with possession in any way of all or any of its Secured Assets (other than a Permitted Disposal);
  - 3.4.3 in any way dispose of the equity of redemption of any such Secured Asset or any interest in any such Secured Asset;
  - 3.4.4 change its business in any way which would result in it becoming a 'relevant financial institution' for the purposes of Clause 2 of The Financial Services and Markets Act 2000 (Excluded Activities and Prohibitions) Order 2014. The Chargor shall promptly provide GBB with copies of any information that GBB may from time to time reasonably request in connection with the Chargor's status in respect of this Clause 3.4.4; or
  - 3.4.5 carry on any business which would constitute 'excluded activities' in terms of Part 2 of the Financial Services and Markets Act 2000 (Excluded Activities and Prohibitions) Order 2014.
- 3.5 The Chargor applies to the Chief Land Registrar for a restriction to be registered on the Proprietorship Register of all present and future registered freehold and leasehold property of the Chargor in the following terms:
- "No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated [date] in favour of [GBB] referred to in the Charges Register"
- 3.6 The obligation on the part of GBB to make further advances to the Chargor is deemed to be incorporated in this Deed and the Chargor consents to an application being made to the Chief Land Registrar to enter any such obligation to make further advances on the Charges Register of all present and future registered freehold and leasehold property of the Chargor.
- 3.7 The Chargor shall immediately following the date of this Deed and at any time upon receiving a request to that effect from GBB give notice of each such assignment of and/or charge over its right, title and interest (if any) to:

- 3.7.1 the Insurances and Insurance Proceeds by sending a notice in the form of Schedule 3 (Form of notice to insurer) duly completed to each of the other parties to the Insurances;
- 3.7.2 the Rental Income by sending a notice in the form of Schedule 2 (Form of notice to tenant) duly completed to each of the tenants under the Lease Documents; and
- 3.7.3 the Headleases by sending a notice in the form of Schedule 4 (Form of notice to landlord) duly completed to each of the relevant landlords,

and the Chargor shall use reasonable endeavours to procure that within 14 days of the date of its giving each such notices each such other party delivers an acknowledgement to GBB in the form of the acknowledgement of notice contained in the relevant notices.

- 3.8 The Chargor will promptly (and in any event within three Business Days) execute such other deeds, documents, agreements and instruments and will otherwise do and concur in all such other acts or things as GBB may deem necessary for perfecting, preserving or protecting the security created (or intended to be created) by this Deed or for facilitating the realisation of the Secured Assets or the exercise of any rights of GBB under this Deed.

#### **4. EXERCISE OF RIGHTS UNDER LEASE DOCUMENTS AND HEADLEASES**

- 4.1 Whilst no Event of Default is continuing GBB shall permit the Chargor to exercise its rights under any of the Lease Documents and Headleases to which it is party, provided that the exercise of those rights in the manner proposed is in accordance with the Finance Documents and would not be prejudicial to the interests of GBB.
- 4.2 Where an Event of Default is continuing the Chargor shall exercise its rights under any of the Lease Documents and Headleases in accordance with the instructions of GBB.

#### **5. REPRESENTATIONS**

- 5.1 The Chargor makes the representations and warranties set out in this Clause 5 to GBB on the date of this Deed:
  - 5.1.1 it is the sole legal and beneficial owner of, and has good, valid and marketable title to, the Secured Assets;
  - 5.1.2 the Secured Assets are free from any Security Interest other than any Permitted Security;
  - 5.1.3 it has not received, or acknowledged notice of, any adverse claim by any person in respect of any of the Secured Assets or any interest in them;
  - 5.1.4 there are no covenants, agreements, reservations, conditions, interests, rights or other matters whatsoever that adversely affect any of the Secured Assets;
  - 5.1.5 there is no breach of any law or regulation that adversely affects any of the Secured Assets;
  - 5.1.6 nothing has arisen or has been created or is subsisting which would be an overriding interest over any of the Secured Assets and no facility necessary for the enjoyment and use of any of the Secured Assets is enjoyed on terms entitling any person to terminate, restrict or curtail its use;
  - 5.1.7 no Security Interest expressed to be created under this Deed is liable to be avoided, or otherwise set aside, on the liquidation or administration or any other insolvency process in respect of the Chargor or otherwise;

- 5.1.8 this Deed constitutes and will constitute the legal, valid, binding and enforceable obligations of the Chargor, and is, and will continue to be, effective security over all and every part of the Secured Assets in accordance with its terms;
- 5.1.9 nothing has arisen or has been created or is outstanding which would be an overriding interest, or an unregistered interest which overrides first registration or a registered disposition, over the Property;
- 5.1.10 all facilities necessary for the enjoyment and use of the Property (including those necessary for the carrying on of its business at the Property) are enjoyed by the Property;
- 5.1.11 none of the facilities referred to in Clause 5.1.10 are enjoyed on terms:
- (a) entitling any person to terminate or curtail its use of the Property; or
  - (b) which conflict with or restricts its use of the Property;
- 5.1.12 all deeds and documents necessary to show good and marketable title to the Chargor's interests in the Property are:
- (a) in the possession of GBB;
  - (b) held at the applicable Land Registry or to the order of GBB; or
  - (c) held to the order of GBB by a firm of solicitors approved by GBB for that purpose;
- 5.1.13 the information supplied by it or on its behalf to the lawyers who prepared any certificate of or report on title (**Property Report**) was true and accurate as at the date of the Property Report or (if appropriate) as at the date (if any) at which it is stated to be given;
- 5.1.14 the information referred to in Clause 5.1.13 was at the date it was expressed to be given complete and did not omit any information which, if disclosed would make that information untrue or misleading in any material respect; and
- 5.1.15 nothing has occurred since the date of any information referred to in Clause 5.1.13 which, if disclosed, would make that information untrue or misleading in any material respect.
- 5.2 The representations and warranties set out in Clause 5.1 are deemed to be made by the Chargor, by reference to the facts or circumstances then existing, on each day from the date immediately after the date of this Deed until the release of the Security constituted by this Deed in accordance with Clause 26.

## **6. UNDERTAKINGS**

The Chargor will:

- 6.1 at all times comply with the terms of this Deed and of all agreements and documents relating to the Secured Liabilities;
- 6.2 keep the Secured Assets in good and substantial repair and in good working order and condition, ordinary wear and tear excepted;
- 6.3 comply in all respects with the terms of all applicable laws and regulations including (without limitation) all environmental laws, building regulations, legislation relating to public health, town and country planning, control and handling of hazardous substances or waste, fire precautions and health and safety at work;

- 6.4 ensure that all Secured Assets that are insurable are insured with an insurer, against such risks and losses, and in amounts and terms approved in writing by GBB, and (without limitation to the generality of the foregoing):
- 6.4.1 pay all premiums and other money due and payable under all such insurances and provide premium receipts or any other evidence of payment promptly upon request to do so by GBB; and
  - 6.4.2 at the request of GBB, ensure that such policies name GBB as composite insured in respect of its own insurable interest and that such policies contain such other provisions for the protection of GBB as GBB may from time to time require;
- 6.5 promptly upon request by GBB deposit with GBB all deeds, certificates and documents of title relating to the Secured Assets or any part of them charged by this Deed and all policies of insurance and assurance;
- 6.6 promptly pay or cause to be paid and indemnify GBB and any Receiver against all present and future rent, rates, taxes, duties, charges, assessments, impositions and outgoings whatsoever now or at any time in the future payable in respect of the Property (or any part of it) or by the owner or occupier of it;
- 6.7 not (without the prior written consent of GBB) make any structural or material alteration to or to the user of the Property or do or permit to be done anything which is a "development" within the meaning of the Town and Country Planning Acts from time to time (or any orders or regulations under such Acts) or do or permit to be done any act, matter or thing where to do so would have an adverse effect on the value of the Property or on the marketability of the Property;
- 6.8 comply in all respects with all planning laws, permissions, agreements and conditions to which the Property may be subject;
- 6.9 not (without the prior written consent of GBB) grant any lease of, part with possession or share occupation of, the whole or any part of the Property or confer any licence, right or interest to occupy or grant any licence or permission to assign, under-let or part with possession of the same;
- 6.10 not (without the prior written consent of GBB) vary, surrender, extend, cancel or dispose of, or permit to be forfeit, any Lease Document;
- 6.11 observe and perform all covenants, agreements and stipulations from time to time affecting its interest in the Property;
- 6.12 exercise its rights and comply with its obligations under each Lease Document and use its reasonable endeavours to ensure that each tenant complies with its obligations under each Lease Document in a proper and timely manner;
- 6.13 not exercise any right to break, determine or extend any Lease Document;
- 6.14 not commence any forfeiture or irritancy proceedings in respect of any Lease Document;
- 6.15 diligently collect or procure to be collected all Rental Income in a proper and timely manner;
- 6.16 exercise its rights and comply with its obligations under each Headlease in a proper and timely manner;
- 6.17 use its reasonable endeavours to ensure that each landlord complies with its obligations under each Headlease and, if so required by GBB, apply for relief against forfeiture of any Headlease in a proper and timely manner;

- 6.18 notify GBB immediately in the event of any creditor executing diligence against the Chargor or any distress or execution is levied or enforced against the Chargor or any third party debt order or freezing order is made and served on the Chargor;
- 6.19 notify GBB immediately if any steps (including, without limitation, the making of any application or the giving of any notice) are taken by any person (including, without limitation, the Chargor) in relation to the administration, receivership, winding-up or dissolution of the Chargor;
- 6.20 not allow any person other than itself to be registered under the Land Registration Act 2002 as proprietor of the Property (or any part of it) or create or permit to arise any overriding interest (as specified in Schedule 1 or Schedule 3 to the Land Registration Act 2002) affecting any such property;
- 6.21 not do or cause or permit to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the value or marketability of any of its Secured Assets; and
- 6.22 maintain its centre of main interests (COMI) for the purposes of the EU Regulation on Insolvency Proceedings 2000 (NO 1346/2000), in the United Kingdom.

## **7. CONTINUING SECURITY**

All security granted or created by this Deed will be a continuing security for the Secured Liabilities which shall remain in full force and effect notwithstanding any intermediate payment or settlement of all or any part of the Secured Liabilities or other matter or thing whatsoever and will be without prejudice and in addition to any other right, remedy or security whatsoever which GBB may hold at any time for the Secured Liabilities or any other obligation whatsoever and will not be affected by any release, reassignment or discharge of such other right remedy or security.

## **8. PROTECTION OF SECURITY**

- 8.1 If the Chargor fails to keep any of the Secured Assets in good and substantial repair and in good working order and condition or does not take out and maintain such insurances as set out above or prove to GBB that the premiums and other money have been paid then GBB may (as it thinks fit) repair and maintain the Secured Assets or any of them (with the power for it or its agents to enter any of the Chargor's property for that purpose) or take out or renew any such insurance in any sum and on terms as GBB may think fit and any sums expended by GBB shall be repayable by the Chargor to GBB on demand together with interest from the date of payment by GBB.
- 8.2 GBB will be entitled to receive the proceeds of any insurance policy or claim under any insurance policy (other than in respect of employers' or public liability) and the Chargor will promptly irrevocably instruct any insurer of a policy to pay the proceeds of such policy to GBB and undertakes to GBB to repeat that instruction if requested by GBB.
- 8.3 Subject to Clause 8.2 if required by GBB, all money received on any insurance policy of the Chargor will be applied either in making good the loss or damage in respect of which the money is received or in or towards discharge of the Secured Liabilities.
- 8.4 The Chargor will permit any authorised representative of GBB to enter upon any part of the Property at all reasonable times and of any other property where the Chargor may be carrying out any contract or other works and to inspect the Chargor's books of account and other books and documents and those of its subsidiaries.
- 8.5 GBB shall be entitled, at its sole discretion, to have a valuation of the Secured Assets or any part of them carried out from time to time by an independent surveyor or valuer (to be appointed at GBB's sole discretion) and the Chargor consents to any such valuation report being prepared and agrees to provide such access and other assistance as may be required by GBB for such purposes; and the Chargor shall ensure that any tenant or other occupier of the Property shall ensure access and assistance is provided for the foregoing purposes.

- 8.6 No statutory or other powers of granting or agreeing, or of agreeing to grant or accept, surrenders of leases or tenancies of the whole or any part of the Property charged under this Deed will be capable of being exercised by the Chargor without the prior written consent of GBB.
- 8.7 The obligations of the Chargor under this Deed will not be affected by any act, omission, circumstance, matter or thing which but for this provision might operate to release or otherwise exonerate it from any of its obligations hereunder in whole or in part, including (without limitation):
- 8.7.1 any intermediate payment, settlement of account or discharge in whole or in part of the Secured Liabilities;
  - 8.7.2 any variation, extension, discharge, compromise, dealing with, exchange or renewal of any right or remedy which GBB may have now or in the future from or against the Chargor or any other person in respect of the Secured Liabilities;
  - 8.7.3 any act or omission by GBB or any other person in taking up, perfecting or enforcing any security or guarantee from or against the Chargor or any other person or the invalidity or unenforceability of any such security or guarantee;
  - 8.7.4 any amendment, variation, restatement, replacement or supplement of or to, or novation, transfer or termination (in whole or in part) of, any document relating to the Secured Liabilities or any exercise by GBB (in its absolute discretion) of its rights to refuse, grant, continue, vary, review, determine or increase any credit or facilities to the Chargor or any other person;
  - 8.7.5 any grant of time, indulgence, waiver or concession to the Chargor or any other person;
  - 8.7.6 any arrangement or compromise entered into between GBB and the Chargor or any other person;
  - 8.7.7 the administration, insolvency, bankruptcy, sequestration, liquidation, winding-up, receivership, dissolution, incapacity, limitation, disability, discharge by operation of law or any change in the constitution, name and style of, the Chargor or any other person;
  - 8.7.8 the invalidity, illegality, unenforceability, irregularity or frustration of the Secured Liabilities or any of the obligations of the Chargor or any other person; and
  - 8.7.9 any postponement, discharge, reduction, non-provability or other similar circumstance affecting any obligation of any other person resulting from any administration, insolvency, liquidation, winding-up, receivership or dissolution proceedings or from any law, regulation or order.

## **9. ENFORCEMENT**

- 9.1 The security constituted by this Deed will become immediately enforceable and the Secured Liabilities shall be deemed to have become immediately due and payable, and GBB may exercise all the powers conferred on mortgagees by the Law of Property Act 1925 (as varied or extended by this Deed) and all or any of the rights and powers conferred by this Deed without further notice to the Chargor upon and at any time after the occurrence of any of the following events:
- 9.1.1 any event of default (howsoever described) in any agreement between GBB and the Chargor occurs (including an Event of Default);
  - 9.1.2 the Chargor fails to pay all or any of the Secured Liabilities when due;
  - 9.1.3 there is a breach or non-compliance (following the expiry of any grace period or remedy period, as applicable) by the Chargor (or any other party, other than GBB) of any provision of this Deed or any other Finance Document;



- 9.1.4 any step is taken (including, without limitation, the making of an application or the giving of any notice) by the Chargor or by any other person to appoint an administrator in respect of the Chargor;
- 9.1.5 any step is taken (including, without limitation, the making of an application or the giving of any notice) by the Chargor or by any other person to wind up or dissolve the Chargor or to appoint a liquidator, trustee, receiver, administrative receiver or similar officer of the Chargor or any part of its undertaking or assets; or
- 9.1.6 the making of a request by the Chargor for the appointment of a Receiver.
- 9.2 Section 103 of the Law of Property Act 1925 (*Regulation of exercise of power of sale*) will not apply to this Deed but the statutory power of sale will as between GBB and a purchaser from GBB arise on and be exercisable at any time after the execution of this Deed provided that GBB will not exercise the power of sale until a demand has been made for payment of all or any part of the Secured Liabilities or a Receiver has been appointed but this proviso will not affect a purchaser or put him upon inquiry whether such demand or appointment has been validly made.
- 9.3 The Chargor shall not, without the prior written consent of GBB, exercise any of the powers of leasing or of accepting surrenders of leases conferred by Sections 99 (*Leasing powers of mortgagor and mortgagee in possession*) and 100 (*Powers of mortgagor and mortgagee in possession to accept surrenders of leases*) of the Law of Property Act 1925. The statutory powers of sale, leasing and accepting surrenders exercisable by GBB under this Deed are extended so as to authorise GBB whether in its own name or in that of the Chargor to grant a lease or leases, accept surrenders of lease and/or grant any option, in each case of the whole or any part or parts of the freehold and leasehold property of the Chargor with whatever rights relating to other parts of it and containing whatever covenants on the part of the Chargor and generally on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) and whether or not at a premium as GBB thinks fit.
- 9.4 Section 93 of the Law of Property Act 1925 (*Restriction on consolidation of mortgages*) will not apply to this Deed.
- 9.5 Neither GBB nor any Receiver shall be liable to account to the Chargor as mortgagee in possession in respect of all or any of the Secured Assets and shall not be liable to the Chargor for any loss or damage arising from the exercise by GBB or any Receiver of all or any of the powers conferred by this Deed or the Law of Property Act 1925.
- 9.6 At any time after this Deed becomes enforceable, GBB may redeem any prior mortgage, charge or encumbrance in respect of all or any of the Secured Assets or procure the transfer of them to itself and may settle the accounts of the prior mortgagee, chargee or encumbrancer and any accounts so settled will be, in the absence of manifest error, conclusive and binding on the Chargor. All money paid by GBB to the mortgagee, chargee or encumbrancer in accordance with such accounts shall form part of the Secured Liabilities.

## **10. RIGHT OF APPROPRIATION**

### **10.1 To the extent that:**

- 10.1.1 the Secured Assets constitute Financial Collateral; and
- 10.1.2 and are subject to a Security Financial Collateral Arrangement created by or pursuant to this Deed,

GBB shall have the right, at any time after this Deed becomes enforceable, to appropriate all of any part of those Secured Assets in or towards the payment or discharge of the Secured Liabilities.

### **10.2 The value of any Secured Assets appropriated in accordance with Clause 10.1 shall be the price of those Secured Assets at the time the right of appropriation is exercised as listed on any**

recognised market index, or determined by such other method as GBB may select (including independent valuation).

- 10.3 The Chargor agrees that the methods of valuation provided for in this Clause 10 are commercially reasonable for the purpose of Regulation 18 of the Financial Collateral Regulations.
- 10.4 To the extent that Secured Assets constitute Financial Collateral, the Chargor agrees that such Secured Assets shall be held or redesignated so as to be under the control of GBB for all purposes of the Financial Collateral Regulations.

## **11. APPOINTMENT OF RECEIVER**

- 11.1 At any time after the security constituted by this Deed has become enforceable GBB shall be and is entitled, in writing, to appoint any one or more persons as GBB thinks fit as:
  - 11.1.1 one or more than one Receiver in respect of all or any of the Secured Assets; and/or
  - 11.1.2 in each case in accordance with and to the extent permitted by applicable laws. GBB may not appoint a Receiver solely as a result of the obtaining of a moratorium or anything done with a view to obtaining a moratorium under Schedule A1 of the Insolvency Act 2000 except with the leave of the court.
- 11.2 Where more than one Receiver is appointed they will have power to act jointly and severally or individually (unless any appointment of such Receiver specifies to the contrary).
- 11.3 Any appointment over part only of the Secured Assets charged under this Deed will not preclude GBB from making any subsequent appointment of a Receiver over any part of the Secured Assets over which an appointment has not previously been made by it.
- 11.4 GBB may from time to time agree with any Receiver the rates and amounts of the remuneration of such Receiver and (subject to Section 45 of the Insolvency Act 1986) GBB may remove the Receiver from all or any part of the Secured Assets of which he is the Receiver and at any time after any Receiver has vacated office or ceased to act and appoint a further Receiver over all or any part of those Secured Assets.
- 11.5 Any such Receiver will be the agent of the Chargor (which will be solely liable for his acts, defaults and remuneration) and may, in the name of or on behalf of the Chargor, exercise all the powers set out in Schedule 1 to the Insolvency Act 1986 and all the powers conferred from time to time on receivers by statute and in particular by way of addition to but without prejudice to those powers (and those of GBB) the Receiver will have power:
  - 11.5.1 to sell, let or lease or concur in selling, letting or leasing and to vary the terms or determine, surrender or accept surrenders of leases or tenancies of or grant options and licences over all or any part of the Secured Assets in such manner and generally on such terms as they shall think fit in his absolute and unfettered discretion and so that any such sale may be made for cash or for shares or securities of another company or other valuable consideration (in each case payable in a lump sum or by instalments);
  - 11.5.2 to sever any fixtures (including trade and tenant's fixtures) from the Property;
  - 11.5.3 to exercise all powers, rights and/or obligations under any contract or agreement forming part of the Secured Assets;
  - 11.5.4 to make and effect all repairs and improvements;
  - 11.5.5 to redeem any prior encumbrance and to settle and pass the accounts of the encumbrancer and any accounts so settled and passed will (subject to any manifest error) be conclusive and binding on the Chargor and the money so paid will be deemed to be an expense properly incurred by the Receiver;

- 11.5.6 to promote the formation of a subsidiary or subsidiaries of the Chargor, including, without limitation, any such company formed for the purpose of purchasing, leasing, licensing or otherwise acquiring interests in all or any of the assets of the Chargor;
  - 11.5.7 to make any arrangement or compromise which GBB or the Receiver may think fit;
  - 11.5.8 to make and effect all repairs, renewals, improvements, and insurances;
  - 11.5.9 to appoint managers officers and agents for any of the purposes referred to in this Clause 10 at such salaries as the Receiver may determine; and
  - 11.5.10 to do all other acts and things as may be considered by the Receiver to be incidental or conducive to the above or otherwise incidental or conducive to the preservation, improvement or realisation of the Secured Assets.
- 11.6 No purchaser or other person dealing with GBB, any Receiver or any agent or delegate shall be obliged or concerned to enquire whether the right of GBB or any Receiver to exercise any of the powers conferred by or referred to in this Deed has arisen or become exercisable, whether any of the Secured Liabilities remain outstanding or be concerned with notice to the contrary or whether an event has occurred to authorise GBB or any Receiver to act or as to the propriety or validity of the exercise or purported exercise of any such power.

## **12. POWER OF ATTORNEY**

- 12.1 The Chargor irrevocably and by way of security appoints GBB (whether or not a Receiver has been appointed) and also (as a separate appointment) any Receiver appointed under this Deed, jointly and severally as the lawful attorney(s) of the Chargor, to execute, deliver and do any such things which may lawfully be given to an attorney, and which may be required of the Chargor under this Deed or may be required or deemed proper in the exercise of any rights or powers conferred on GBB or any Receiver under this Deed or otherwise for any of the purposes of this Deed.
- 12.2 The Chargor ratifies and confirms and agrees to ratify and confirm everything an attorney does or purports to do under its appointment under Clause 12.1.

## **13. APPLICATION OF SECURITY PROCEEDS**

- 13.1 Any money received under the powers conferred by this Deed will, subject to any claims which may rank in priority to the Secured Liabilities, be paid or applied in the or towards discharging or satisfying, in following order of priority:

- 13.1.1 all fees, costs, charges and expenses incurred, and payments made, by GBB and/or the Receiver (including the remuneration of the Receiver);
- 13.1.2 the Secured Liabilities in accordance with the provisions of the Finance Documents and otherwise in such order as GBB may require; and
- 13.1.3 to those persons entitled to any surplus,

provided that the Receiver may retain any money in his hands for so long as they think fit, and GBB may, without prejudice to any other rights GBB may have from time to time, place and keep for such time as GBB may think prudent any money received, recovered or realised under or by virtue of this Deed to the credit of a separate or suspense account (without any liability to account for any interest) as GBB thinks fit from time to time without any immediate obligation on the part of GBB to apply all or any part of such money in or towards the payment or discharge of the Secured Liabilities.

- 13.2 Subject to Clause 13.1, any money received or realised by GBB from the Chargor or a Receiver under this Deed may be applied by GBB to any item of account or liability or transaction in such order or manner as GBB may determine.

#### **14. INDEMNITY**

- 14.1 The Chargor shall indemnify GBB, the Receiver and every attorney, manager, agent, employee or other person appointed by GBB or the Receiver under or in connection with this Deed in respect of all liabilities, costs, losses and expenses incurred in the execution (or purported execution) of any of the powers, authorities or discretions vested in it or him pursuant to the terms of this Deed (or by any law or regulation) and against all actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted in any way in connection with or relating to all or any of the Secured Assets and GBB, the Receiver or any such other person may retain and pay all sums in respect of the same out of the money received under the powers conferred by this Deed.
- 14.2 The indemnity under Clause 14.1 shall not apply to the extent that any such liability, cost, loss and/or expense arises as a result of the wilful default or gross negligence of GBB or the Receiver.

#### **15. COSTS AND EXPENSES**

The Chargor shall pay or reimburse to GBB on demand or in accordance with any relevant agreement between the Chargor and GBB, on a full indemnity basis, all costs, charges and expenses (including legal and administrative fees) incurred or to be incurred by GBB in the creation, registration, perfection, enforcement, discharge and/or assignment of this Deed (including, without limitation, the costs of any proceedings in relation to this Deed or the Secured Liabilities), and any such costs, charges and expenses shall form part of the Secured Liabilities.

#### **16. NEW ACCOUNTS**

If at any time GBB receives notice (actual or constructive) that all or any of the Secured Assets have been encumbered by the grant of any mortgage, lien, charge or other security right or have been disposed of, GBB will be entitled to close any of the Chargor's accounts and open a new account or accounts with the Chargor in respect of the closed account and (without prejudice to any right of GBB to combine accounts) no money paid in or carried to the Chargor's credit in any such new account will be appropriated towards or have the effect of discharging any part of the amount due to GBB on any closed account. If GBB does not open any such new account(s), GBB will be treated as if it had done so at the time when it received (or was deemed to have received) such notice and as from that time all payments made to GBB will be credited or be treated as having been credited to the new account(s) and will not reduce the amount of the Secured Liabilities.

#### **17. SET-OFF**

- 17.1 GBB may at any time and without notice to the Chargor (whether or not such obligation is due and payable):
- 17.1.1 combine and consolidate all or any of the Chargor's then existing accounts and liabilities to GBB of the Chargor; and
- 17.1.2 set-off or transfer any moneys standing to its credit on any one or more accounts (whether current, deposit, loan or of any other nature whatsoever and of whatsoever currency) in or towards satisfaction of any of the Secured Liabilities.
- 17.2 GBB may exercise any of these rights without prior notice both before and after demand and in doing so may convert to sterling at the prevailing market rate of exchange any obligation which is in a currency other than sterling for the purpose of set-off and shall not be liable for any loss caused by the fluctuation in any exchange rate at which any currency may be converted by GBB.

#### **18. INVESTIGATIONS**

- 18.1 If any event of default (howsoever described) in any agreement between GBB and the Chargor occurs then GBB shall be entitled to initiate an investigation of, and/or instruct the preparation of

a report (accounting, legal, valuation or other) on, the business and affairs of the Chargor and/or any other Group Company which GBB considers necessary to ascertain the financial position of the Chargor, all fees and expenses incurred by GBB in so doing being payable by the Chargor.

- 18.2 The Chargor hereby consents to the provision by GBB of all information in relation to the Chargor which GBB provides to any person in relation to the preparation of a report as is referred to in Clause 18.1.

## **19. NOTICES**

- 19.1 Each notice, consent and other communication in respect of this Deed will be effective only if made by letter or email, delivered to the address or email address specified next to the relevant signature on the execution page(s) of this Deed (or to any substitute address or email address notified in writing by the relevant party for this purpose) and marked for the attention of the specified department, if applicable. Each communication by letter will be effective only if delivered by hand, sent by first class post (if sent from and to an address in the UK) or sent by airmail (if sent from or to an address elsewhere).

- 19.2 Each communication will become effective as follows (references to times are to times in the place of delivery of the communication):

- 19.2.1 a hand-delivered letter will be effective as soon as it is delivered (or, if it is delivered after 5pm or on a day that is not a Business Day, it will be effective at 9am on the next Business Day);
- 19.2.2 a letter sent by post from and to an address in the UK will be effective at 9am on the second Business Day after it is posted and a letter sent by airmail from or to an address elsewhere will be effective at 9am on the tenth Business Day after it is posted;
- 19.2.3 an email will be effective at the time of transmission (or, if it is delivered after 5pm or on a day that is not a Business Day, it will be effective at 9am on the next Business Day); and
- 19.2.4 each communication to GBB will become effective only when actually received by GBB.

## **20. TRANSFER**

- 20.1 The Chargor shall not assign, transfer or otherwise dispose of any part of the benefit or burden of this Deed or all or any of its rights under this Deed, except with the prior written consent of GBB.
- 20.2 GBB may at any time (without notice or consent) assign, transfer or otherwise dispose of in any manner it sees fit, all or any part of the benefit of this Deed (or all or any of its rights under this Deed) and/or any of its obligations under this Deed (**Transfer**) to any person (**Transferee**). Following such Transfer the Chargor shall have recourse only to the Transferee in respect of that portion of GBB's obligations transferred to the Transferee.

## **21. CONFIDENTIAL INFORMATION**

- 21.1 GBB will be entitled to disclose to:

- 21.1.1 any group company of GBB and any of their officers, directors, employees, professional advisers or auditors;
- 21.1.2 any actual or proposed transferee, assignee, sub-participant, trustee, beneficiary or any other person proposing to enter into a contract with GBB in connection with this Deed and/or any of the Finance Documents; and
- 21.1.3 any information about the Chargor, the Secured Assets and/or this Deed as it shall consider appropriate.

## **22. SEVERANCE**

If at any time any provision (or part of a provision) of this Deed is or becomes invalid, illegal or unenforceable for any reason whatsoever, the validity, legality and enforceability of the remaining provisions of this Deed shall not be affected, reduced or impaired in any way.

## **23. REMEDIES, WAIVERS, AMENDMENTS AND CONSENTS**

- 23.1 Any amendment and/or variation and/or waiver to, or in respect of, this Deed shall be in writing and signed by, or on behalf of, each party.
- 23.2 No failure or delay on the part of GBB to exercise any right or remedy under this Deed will operate as a waiver of any such right or remedy.
- 23.3 No single or partial exercise of any right or remedy under this Deed shall preclude any other or further exercise or other right or remedy under this Deed.
- 23.4 The rights and remedies provided in this Deed are cumulative and not exclusive of any rights or remedies provided by law or otherwise.

## **24. MISCELLANEOUS**

- 24.1 No failure or delay by GBB in exercising any right or remedy under this Deed shall operate as a waiver, and no single or partial exercise shall prevent further exercise of any right or remedy.
- 24.2 Save to the extent expressly provided to the contrary in this Deed, a person who is not party to this Deed has no rights under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce any provision of this Deed.
- 24.3 A certificate of GBB as to the amount of the Secured Liabilities or any part of them shall, in the absence of manifest error, be conclusive and binding on the Chargor.

## **25. COUNTERPARTS**

This Deed may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute one agreement.

## **26. RELEASE**

If GBB is satisfied that the Secured Liabilities have been unconditionally and irrevocably paid or discharged in full, GBB shall at the request and cost of the Chargor execute all such deeds and documents and take whatever action as may be necessary in order to release the Secured Assets from the security constituted by or pursuant to this Deed.

## **27. GOVERNING LAW**

This Deed will be governed by and construed according to English law.

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

## SCHEDULE 1

### Freehold and leasehold property

Address or Description of Property	Title No.(s) (where applicable)	Freehold/leasehold
Land and buildings at Home Farm Cottage, Whitworth Park, Spennymoor DL16 7QX	DU350960, DU230073 and DU182194	Freehold

The address for service on GBB in the case of any registered land is 2 Centre Square, Middlesbrough, TS1 2BF (or such other address notified by GBB to the Chargor from time to time)

## SCHEDULE 2

### Part 1

#### Form of notice to tenant

To: [name and address of Tenant]

Dated: [date]

Dear Sirs

We refer to a lease dated [date] (**Lease**) between [●] (*name of Chargor*) (**Chargor**) and you in respect of [ ] (**Property**).

We, the Chargor, hereby notify you that by a legal charge dated [date] made by us and GB Bank Limited (**GBB**), we have assigned to GBB absolutely (subject to a proviso for reassignment on redemption) all our rights, title and interest under the Lease and in all amounts now or at any time in the future payable to us under or in connection with the Lease including but not limited to each of the following amounts:

1. rent, licence fees and equivalent amounts paid or payable;
2. any sum received or receivable from any deposit held as security for performance of your obligations;
3. a sum equal to any apportionment of rent allowed our favour;
4. any other moneys paid or payable in respect of occupation and/or usage of the Property and any fixture and fitting on the Property including any fixture or fitting on the Property for display or advertisement, on licence or otherwise;
5. any sum paid or payable, or the value of any consideration given, for the grant, surrender, amendment, supplement or extension of the Lease;
6. any sum paid or payable in respect of a breach of covenant or dilapidations under the Lease;
7. any sum paid or payable by or distribution received or receivable from any guarantor of your obligations under the Lease;
8. any amount paid or payable to us by you by way of contribution to ground rent, insurance premia, the cost of an insurance valuation, a service or other charge in respect of our costs in connection with any management, repair, maintenance or similar obligation or in providing services to a tenant of, or with respect to, the Property or a reserve or sinking fund or by way of VAT; and
9. any interest paid or payable on, and any damages, compensation or settlement paid or payable in respect of, any sum referred to above,

(together, **Rental Income**).

We irrevocably instruct and authorise you, notwithstanding any previous instructions which we may have given to you to the contrary, to pay all Rental Income to such account and/or bank as may from time to time be notified to you by GBB and otherwise to act in accordance with the instructions of GBB in connection with the Rental Income.

The provisions of this notice may only be revoked with the written consent of GBB.



This notice and any non-contractual obligations arising out of or in connection with this notice are governed by English law.

Please sign and return the enclosed copy of this notice to GBB (with a copy to the Chargor) by way of confirmation that:

- (a) you agree to the term set out in this notice and to act in accordance with its provisions; and
- (b) you have not received notice that the Chargor has assigned its rights under the Lease to a third party or created any other interest (whether by way of security or otherwise) in the Lease in favour of a third party.

Yours faithfully

for and on behalf of [Chargor]

## Part 2

### Acknowledgement

To: GB Bank Limited at 2 Centre Square, Middlesbrough TS1 2BF

Dated: [date]

Dear Sirs

We hereby acknowledge receipt of a notice (a copy of which is attached) dated [date] and addressed to us by [●] (**Chargor**). Expressions defined in such notice have the same meanings in this acknowledgement.

We acknowledge and confirm that:

1. we will pay the Rental Income to such account and/or bank as GB Bank Limited (**GBB**) may from time to time notify to us and will otherwise act in accordance with the instructions of GBB in connection with the Rental Income; and
2. we have not, as at the date of this letter, received any notice that any third party has or will have any right or interest in or has made or will be making any claim or demand or taking any action against the Rental Income.

This acknowledgement and any non-contractual obligations arising out of or in connection with this acknowledgement are governed by the English Law.

Yours faithfully

[●]

### SCHEDULE 3

#### Form of notice to insurer

To: [name and address of insurer]

**Re: The policies of insurance referred to in the schedule below (Policies)**

We, [Chargor] (**Chargor**), hereby give you notice that, by a legal charge dated [date] (**Legal Charge**) and made by the Chargor in favour of **GB Bank Limited (GBB)**, the Chargor has assigned to GBB, as first priority assignee, all of the Policies taken out by the Chargor or on its behalf with you as are assignable or as are capable of being assigned by law, and all its right, title and interest under and in respect of the Policies (including, but not limited to, the benefit of all sums assured by the Policies and all bonuses, profits, returns of premium and other benefits of whatever nature arising by virtue of the Chargor's ownership of the Policies and all interest on any of the foregoing) as security for certain obligations now or hereafter owed by the Chargor to GBB.

We hereby irrevocably and unconditionally authorise you:

1. to make all payments in connection with the Policies as GBB may direct; and
2. to disclose any information relating to the Policies which GBB may from time to time request.

Please sign and return the enclosed copy of this notice to GBB (with a copy to the Chargor) by way of acknowledgement of this notice and confirmation that you agree:

- (1) to the terms set out in this notice and to act in accordance with its provisions;
- (2) to disclose to us without any reference to or further authority from the Chargor such information relating to the Policies as GBB may at any time reasonably request;
- (3) not to cancel or decline renewal of any of the Policies without giving GBB 30 days prior written notice; and
- (4) not to cancel the Policies, nor allow the Policies to lapse, at the request of the Chargor, without first obtaining GBB's consent.

This notice and any non-contractual obligations arising out of or in connection with this notice are governed by English law.

For and on behalf of: [Chargor]

By:

### The Policies\*

	Policy number	Name and address of Insurer	Name and address of broker	Brief description of assets insured	Date of expiry of policy
1	[number]				
2	[number]				
3	[number]				
4	[number]				
5	[number]				

\*To be completed by the Chargor and approved by GBB and to include all relevant policies with the named Insurer

Dated *[date]*

**[to be endorsed on copy notice]**

To: [name and address of GBB]

Copy to: [name and address of Chargor]

We hereby acknowledge receipt of the above notice and confirm our agreement to the matters set out in Paragraphs (1) to (4) (inclusive) above.

Signed•

for and on behalf of *[name of insurer]*

Dated: [date]

## SCHEDULE 4

### Form of notice to landlord

To: [name and address of landlord]

Dated: [date]

[identify relevant Property (**[Property]**)

We [*Chargor*] (**Chargor**) give you notice that we have assigned and charged to *GB Bank Limited* (**GBB**) pursuant to a legal charge entered into by us in favour of GBB dated [●] all our rights and remedies in connection with the lease[s] of the [Property] dated [●] and made between you (1) and ourselves (2) (the **Lease[s]**).

With effect from the receipt by you of this notice:

1. we irrevocably authorise and instruct you from time to time to:
  - 1.1 disclose to GBB at our expense, such information relating to the Lease[s] as GBB may from time to time request;
  - 1.2 without requiring further approval from us, provide GBB with such information relating to the Lease[s] as it may from time to time request and to send copies of all notices issued by you under the Lease[s] to GBB as well as to us; and
  - 1.3 send copies of all notices and other information given or received under the Lease[s] to GBB.
2. All rights to compel performance of the Lease[s] are exercisable by GBB although the Chargor shall remain liable to perform all the obligations assumed by it under the Lease[s].
3. All rights, interests and benefits whatsoever accruing to or for the benefit of ourselves arising from the Lease[s] belong to GBB and no changes may be made to the terms of the Lease[s] without GBB's consent.

These instructions may not be revoked, nor may the terms of the Lease[s] be amended, varied or waived without the prior written consent of GBB.

This notice and any non-contractual obligations arising out of or in connection with it are governed by English law.

Please acknowledge receipt of this notice by signing the acknowledgement on the enclosed copy letter and returning it to GBB at [address of Bank] marked for the attention of [●].

Yours faithfully

for and on behalf of

**[Chargor]**

[On copy only:]

To: GB Bank Limited at 2 Centre Square, Middlesbrough TS1 2BF

FAO: [●]

We acknowledge receipt of a notice in the terms set out above and confirm that we have not received notice of any previous assignments or charges of or over any of the right and remedies in connection with the Lease[s] and that we will comply with the terms of that notice.

We further confirm:

1. we will notify you in writing if the annual rent, service charge or any other sums due and payable by the Chargor under the Lease[s] has not been paid within 14 days of its due date; and
2. that before serving a notice pursuant to Section 146 Law of Property Act 1925 or taking any other action or steps to forfeit the Lease[s] or re-enter the [Property] we will:
  - 2.1 give notice of any breach of the Lease[s] complained of to GB Bank Limited (**GBB**); and
  - 2.2 if GBB confirms in writing to us within 14 days of such notice that it wishes to remedy the breach, allow GBB 28 days (or such longer period as may be reasonable in view of the nature of the breach) to remedy the breach.

.....  
Signed for and on behalf of

**[Landlord]**

By: [●]

Dated: [●]

Executed as a deed by Whitworth Hall  
Developments Limited acting by [REDACTED], a  
director and [REDACTED] its secretary

Director

Hay & Kilner LLP  
The Lumen  
St James' Boulevard  
Newcastle Helix  
Newcastle upon Tyne  
NE4 5BZ

Secretary

WITNESS ADDRESS

Attention:

Email:

Address:

By witnessing the signature of the  
party above, I confirm I was physically  
present when that ~~party's~~ party signed  
this deed.

Executed as a deed by [REDACTED] as attorney  
for **GB Bank Limited** in the presence of [REDACTED]

as attorney for GB Bank Limited

Signature (Witness) .....

Print Name .....

Address .....

Occupation:

Attention: Matt Gray

Email: matt.gray@thegbb.co.uk

Address: 2 Centre Square, Middlesbrough, TS1 2BF