

Dated:

2022

(1) **Northern Business Management LLP**

(2) **Phoenix West Developments Ltd**

(3) **William Richard Jackson**

(4) **Genesis One Ltd**

and

(5) **Castle Trust Management Services Limited**

Deed of Confirmation of Security

relating to Genesis One Ltd £1,500,000 (Series 3B) 2024 Loan Notes

BETWEEN:

- (1) **Northern Business Management LLP** a limited liability partnership incorporated in England and Wales with registration number OC397112 whose registered office is at 136 Warkworth Drive, Chester Le Street, County Durham, DH2 3TW (“**NBM**”);
- (2) **Phoenix West Developments Ltd** a company incorporated under the laws of England and Wales with registration number 13973036 whose registered office is at Unit 20b Second Avenue, Drum Industrial Estate, Chester Le Street, Co Durham, DH2 1AG (“**PWD**”);
- (3) **William Richard Jackson** of 136 Warkworth Drive, Chester Le Street, County Durham, DH2 3TW (“**WRJ**”);
- (4) **Genesis One Ltd** a company incorporated and registered in England and Wales with company number **10486420** whose registered office is at 136 Warkworth Drive, Chester Le Street, County Durham, DH2 3TW (the “**Borrower**”); and
- (5) **Castle Trust and Management Services Limited**, incorporated in Gibraltar with incorporation number 46030 and having its registered office at Suite 932, Europort, Gibraltar, as security trustee on behalf, and for the benefit of, the Loan Note Holders (as defined below) (the “**Security Trustee**”).

BACKGROUND:

- (A) The Parties entered into the Security Documents (as defined below) in favour of the Security Trustee.
- (B) Pursuant to the Loan Notes (as defined below), the Loan Note Holders (as defined below) have made or have agreed to make, or will agree or intend to make, loan, financial, credit, and/or lending facilities, or other sums, available to the Borrower through the subscription of the Loan Notes.
- (C) In consideration of the Loan Note Holders giving or continuing to give loan, financial, credit, and/or lending facilities, or other sums, to the Borrower through the subscription of Loan Notes, each of the Chargors (as defined below) and the Borrower agrees to enter into this Deed with the Security Trustee.
- (D) The Chargors and the Borrower have agreed to confirm that the security provided to the Security Trustee under or pursuant to, and all the provisions and terms of, the Security Documents will continue in full force and effect and shall secure and apply to the Loan Notes and all monies, debts, liabilities, and obligations due, owed, owing, payable or outstanding from time to time by or from the Borrower to the Loan Note Holders arising under or in respect of the Loan Notes.

IT IS AGREED AS FOLLOWS:

1. **Definitions and interpretation**

- 1.1 In this Deed the following expressions, unless in consistent with the context or otherwise defined, shall have the following meanings:

“**this Deed**” means this deed as varied from time to time in accordance with its terms;

“**Business Day**” means a day (not being Saturday or Sunday) on which clearing banks are open in London for normal business;

“**Chargors**” means together NBM, PWD and WRJ; and “**Chargor**” means any of them;

“**Effective Date**” means the date on which the Loan Notes are created by the Borrower;

“**Loan Note Holders**” means the holders of any Loan Notes from time to time; and “**Loan Note Holder**” means any one of them;

“**Loan Notes**” means the Genesis One Ltd £1,500,000 18% annual fixed rate secured loan notes (series 3B) 2024 for 24 months issued or to be issued by the Borrower pursuant to a loan note instrument executed or to be executed by the Borrower and dated on or around the date of this Deed for the purpose of the Borrower raising finance for property acquisition, investment and/or development and which are expressed to be secured by the Security Documents;

“**Parties**” means the parties to this Deed; and “**Party**” means any one of them;

“**Security Documents**” means the security documents entered into by the Chargors and the Borrower in favour of the Security Trustee as described in the schedule to this Deed.

- 1.2 In this Deed clause headings are included for convenience only and shall not affect the interpretation or construction of this Deed.
- 1.3 References in this Deed to clauses, and the schedule, are to the clauses of and the schedule to this Deed.
- 1.4 In this Deed unless the context otherwise requires, words in the singular shall include the plural and the plural shall include the singular, and references to one gender shall include a reference to the other genders.
- 1.5 This Deed shall be binding on and enure to the benefit of, the Parties and their respective personal representatives, successors and permitted assigns, and references to a “**Party**” or “**Parties**” shall include that Party's or the Parties' personal representatives, successors and permitted assigns.

2 **Security confirmation**

- 2.1 Each of the Chargors and the Borrower hereby irrevocably and unconditionally confirm and agree that all monies, debts, liabilities, and obligations due, owed, owing, payable or outstanding from time to time by or from the Borrower to the Loan Note Holders arising under or in respect of the Loan Notes shall form part of (but do not limit) all monies, debts, liabilities and obligations secured by the Security Documents and that the security granted by the Chargors pursuant to the Security Documents shall cover, and all the provisions and terms of the Security Documents shall apply to, (without limitation) all monies, debts, liabilities, and obligations due, owed, owing, payable or outstanding from time to time by or from the Borrower to the Loan Note Holders arising under or in respect of the Loan Notes.

3 **Assignment**

- 3.1 None of the Parties shall assign, transfer, mortgage, charge, declare a trust of, or deal in any other manner with any or all of their rights and obligations under this Deed without the prior written consent of all other Parties.

4 **Further assurance**

4.1 Each of the Chargors and the Borrower at their own cost and expense shall (and shall procure that all other third parties shall) at any time after the date of this Deed do, or procure the doing of, all such acts and things and/or execute, or procure the execution of, such documents, deeds and agreements in a form and terms satisfactory to the Security Trustee, as the Security Trustee may from time to time consider (acting reasonably) desirable or necessary for:

4.1.1 giving the Buyer the full benefit of all or any of the provisions of this Deed; and

4.1.2 otherwise carrying into effect the full terms of this Deed.

5 **Variation**

5.1 No variation of this Deed shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).

6 **Costs**

6.1 Except as expressly provided in this Deed, each Party shall pay its own costs and expenses incurred in connection with the negotiation, preparation and execution of this Deed and the other Transaction Documents.

7 **Notices**

7.1 A notice given to a Party under or in connection with this Deed shall be in writing and shall be delivered by hand, or sent by pre-paid first class post or another next working day delivery service, in each case to the address stated at the beginning of the agreement (or to such other address as that Party may notify to the other Party in accordance with this Deed).

7.2 Delivery of a notice is deemed to have taken place (provided that all other requirements in this clause 8 have been satisfied) if delivered by hand, at the time the notice is left at the address, or if sent by post on the second Business Day after posting, unless such deemed receipt would occur outside business hours (meaning 9.00 am to 5.30 pm Monday to Friday on a day that is not a public holiday in the place of deemed receipt), in which case deemed receipt will occur when business next starts in the place of receipt (and all references to time are to local time in the place of receipt).

7.3 A notice given under this Deed is not valid if sent by email.

7.4 This clause 7 does not apply to the service of any proceedings or other documents in any legal action.

8 **Third party rights**

8.1 The Parties agree that, save where expressly stated otherwise in this Deed, for the purposes of the Contracts (Rights of Third Parties) Act 1999 they do not intend any person other than a Party to be able to enforce any term of this Deed.

9 **Counterparts**

- 9.1 This Deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- 9.2 Transmission of an executed counterpart of this Deed (but for the avoidance of doubt not just a signature page) by email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Deed. If this method of delivery is adopted, without prejudice to the validity of the agreement thus made, each Party shall provide the others with the “wet-ink” counterpart as soon as reasonably possible thereafter.
- 9.3 No counterpart shall be effective until each Party has executed and delivered at least one counterpart.

10 **Governing law and jurisdiction**

- 10.1 This Deed and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales.
- 10.2 Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Deed or its subject matter or formation.

IN WITNESS of which the Parties have executed this Deed on the date first appearing above.

THE SCHEDULE

Security Documents

Document	Assets secured	Date	Parties
Guarantee and Debenture	All the assets and undertaking of NBM	22 nd July 2022	(1) Security Trustee (2) NBM
Guarantee and Debenture	All the assets and undertaking of PWD	22 nd July 2022	(1) Security Trustee (2) PWD
Legal Charge over Shares	All the shares held from time to time by WRJ in the capital of the Borrower.	22 nd July 2022	(1) Security Trustee (2) WRJ
Security Trust Deed	Not applicable	22 nd July 2022	(1) Security Trustee (2) WRJ (3) NBM (4) PWD (5) Borrower

EXECUTION PAGES

EXECUTED and **DELIVERED** as a **DEED** by)
NORTHERN BUSINESS MANAGEMENT LLP) Designated Member
acting by two members in the presence of:

.....
Designated Member

W Signature:
I Name:
T Address:
N
E
S
S Occupation:

EXECUTED and **DELIVERED** as a **DEED** by)
PHOENIX WEST DEVELOPMENTS LTD acting by) Director
a director in the presence of:

W Signature:
I Name:
T Address:
N
E
S
S Occupation:

EXECUTED and **DELIVERED** as a **DEED** by)
GENESIS ONE LTD acting by a director in the) Director
presence of:

W Signature:
I Name:
T Address:
N
E
S
S Occupation:

EXECUTED and **DELIVERED** as a **DEED** by)
WILLIAM RICHARD JACKSON in the presence) William Richard Jackson
of:

W Signature:
I Name:
T Address:
N
E
S
S Occupation:

THE COMMON SEAL OF CASTLE TRUST AND)
MANAGEMENT SERVICES LIMITED)

was affixed hereto in the presence of:

Director.....

Director/secretary.....