

OFFER DOCUMENT

This offer document is made and is effective from 5th September 2016

BETWEEN

Belvedere Investments Ltd of 57 John Street, Sunderland, SR1 1QH, herein referred to as "The Borrower"

AND

Stephen Robert Kirtlan of 72 Beechbrooke, Ryhope, Sunderland, SR2 0NZ,
Dane Joseph Black of 5 Ringwood Road, Redhouse Estate, Sunderland, SR5 5NF, herein referred to as "The Lender"

TERMS & CONDITIONS

Promise to Pay:

Within 60 months from date of this document, the Borrower promises to pay the Lender

£109,420.00 & interest as well as other charges listed below.

Liability:

Although this agreement may be signed below by more than one party, each of the undersigned understands that they are each as individuals responsible and jointly & severally liable for repaying the full amount.

Loan Details:

Amount: £ 109,420.00

Term: 60 months

Interest: 10% per annum compounded

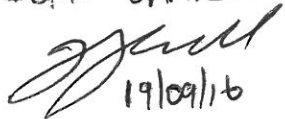
Payable: £176,222.00

Interest shall be paid at the end of the term in arrears to: The Lender

SIGNED for and behalf of: Belvedere Investments Ltd

NAME: JOHN CAMPBELL

Date:


19/09/16

WITNESS DETAILS:

GARETH BALDWIN, OLD METHODIST CHAPEL, HALL LANE, WEST RANTON
DH4 6PF

SIGNED:



Stephen Robert Kirtlan

SIGNED:



Date:

19/09/16

WITNESS DETAILS:

GARETH BALDWIN, OLD METHODIST CHAPEL, HALL LANE, WEST RANTON, DH4 6PF

SIGNED:

Dane Joseph Black

SIGNED:



Date:

19/09/16

WITNESS DETAILS:

GARETH BALDWIN, OLD METHODIST CHAPEL, HALL LANE, WEST RANTON, DH4 6PF

SIGNED:



Dated: 19/09/16

Deed of Amendment

governing the

GLBRBS

Parties

1. GLB Development Ltd incorporated and registered in England and Wales with company number 09583136 whose registered office is at 9 Defender Court, Sunderland, SR5 3PE (in this deed called the "Principal Employer")
2. Stephen Robert Kirtlan of 72 Beechbrooke, Ryhope, Sunderland, SR2 0NZ and Dane Joseph Black of 5 Ringwood Road, Sunderland, SR5 5NF ("Trustees")

Recitals

- 1) GLBRBS (in this deed called the 'Scheme') is a pension scheme which is currently governed by a Definitive Trust Deed and Rules dated 15 September 2014 and all subsequent amending deeds and resolutions (in this deed called the 'Existing Provisions').
- 2) The Principal Employer is the present sponsoring employer under the Scheme.
- 3) The Continuing Trustees are the present trustees of the Scheme.
- 4) Pursuant to clause 3.1 of the Existing Provisions, the persons specified for this purpose in the Adopting Deed may at any time by deed modify delete or add to all or any of the provisions of the Rules with retrospective immediate or future effect, subject only to any restrictions imposed by the Adopting Deed and section 67 of the Pensions Act 1995.
- 5) In accordance with clause 3.1, the Principal Employer wishes to amend clauses 9.1, 9.2 and 9.6 of the Existing Provisions as set out below.

Operative provisions

1. Clause 9.1 of the Existing Provision shall cease to have effect and shall be replaced by the following:

9.1 Where no such appointment has been made, the Scheme Administrator shall be:

9.1.1 if the Rules took effect on the establishment of the Scheme, such of the General Trustees as are resident in the United Kingdom;

9.1.2 otherwise, the person who was, or persons who were, the scheme administrator for the purposes of the Act or the administrator for the purposes of Chapter I of Part XIV of ICTA or the person referred to in section 638(1) of ICTA in relation


2. Clause 9.2 of the Existing Provision shall cease to have effect and shall be replaced by the following


9.2 The Trustees may at any time appoint as Scheme Administrator any person meeting the criteria in section 270(2) in place of or in addition to any other person, and may vary or revoke any such appointment.

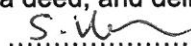
3. Clause 9.6 of the Existing Provisions shall be deleted in its entirety.
4. The provisions of this deed shall have effect on and from its date.

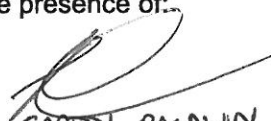
IN WITNESS OF WHICH this document is executed as a deed and is delivered on the date stated above.

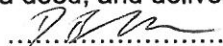
SIGNED as a deed, and delivered when dated,
by GLB Development Ltd
acting by

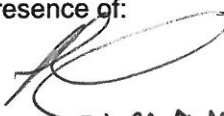
Director Signature : 
 Name : ~~STEPHEN~~ KIRTLAN

Witness Signature : 
 Name : GARETH BALDWIN
 Address : OLD METHODIST CHAPEL, HALL LANE, WEST RAINTON, DH4 6PF

SIGNED as a deed, and delivered when dated,
by  (Signature)
Stephen Robert Kirtlan in the presence of:

Witness Signature : 
 Name : GARETH BALDWIN
 Address : OLD METHODIST CHAPEL, HALL LANE, WEST RAINTON, DH4 6PF

SIGNED as a deed, and delivered when dated,
by  (Signature)
Dane Joseph Black in the presence of:

Witness Signature : 
 Name : ~~GARETH~~ BALDWIN
 Address : OLD METHODIST CHAPEL, HALL LANE, WEST RAINTON, DH4 6PF

Dated: 19 September 2016

GLBRBS (the 'Scheme'): Appointment of Practitioner

Parties

1. **STEPHEN ROBERT KIRTLAN** of 72 Beechbrooke, Ryhope, Sunderland, SR2 0NZ and **DANE JOSEPH BLACK** of 5 Ringwood Road, Sunderland, SR5 5NF ("The Trustees")
2. **PENSION PRACTITIONER.COM LTD** whose registered office is at DAWS HOUSE, 33-35 DAWS LANE, LONDON, NW7 4SD ("the Pension Practitioner")
3. **GLB DEVELOPMENT LTD** whose registered office is at 9 Defender Court, Sunderland, SR5 3PE ("The Administrator")

Introduction

1. **GLBRBS** (in this deed called the 'Scheme') is a pension scheme which is currently governed by a Trust Deed and Rules dated 15 September 2014 and all subsequent amending deeds and resolutions (in this deed called the 'Existing Provisions')
2. The Trustees are the present trustees of the Scheme

Operative Provisions


- 1 The General Trustees, and the Administrator (in acting in their capacities), appoint the Pension Practitioner as their agent and to act as practitioner on their behalf, in connection with any matters within the responsibility of HMRC and the Pensions Regulator and to view information held on the HMRC Pension Scheme Service and the Exchange in relation to the Scheme, and to do any other thing whatsoever in connection with or incidental to:
 - 1.1 (in respect of any period up to and including 5th April 2006) the discharge of all duties relating to the Scheme which are imposed on them as administrator and/or maintenance of the approval of the Scheme under Chapter I of Part XIV of the Income & Corporation Taxes Act 1988;
 - 1.2 (in respect of any period from and including 6th April 2006) the discharge of all duties relating to the Scheme which are imposed on the scheme administrator and/or the maintenance of the registered status of the Scheme under Part 4 of the Finance Act 2004.
- 2 The provisions of this appointment have effect on and from its date.

SIGNED as a deed, and delivered when
dated, by **PENSION PRACTITIONER**
.COM LIMITED acting by


Authorised Signatory: Signature:
Name: Brad Davis

Authorised Signatory: Signature:
Name: Miri Azizi

SIGNED as a deed, and delivered when dated,
by **STEPHEN ROBERT KIRTLAN** acting as Scheme Administrator

Signature: 


In the presence of

Witness Signature: 
Name : GARETH BALDWIN
Address : OLD METHODIST CHAPEL
HALL LANE
WEST RAINTON
DH4 6PF

SIGNED as a Deed, and delivered when
dated, by **DANE JOSEPH BLACK** acting as
Trustee

Signature: 

in the presence of:

Witness Signature : 
Name : GARETH BALDWIN
Address : OLD METHODIST CHAPEL
HALL LANE
WEST RAINTON
DH4 6PF

DATED

19. September 2016

**DEED OF REMOVAL AND APPOINTMENT OF NEW
REGISTERED ADMINISTRATOR**

relating to GLBRBS

between

GLB DEVELOPMENT LTD

and

Stephen Robert Kirtlan and Dane Joseph Black

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This deed is dated: 19 September 2016

PARTIES

- (1) GLB Development Ltd incorporated and registered in England and Wales with company number 09583136 whose registered office is at 9 Defender Court, Sunderland, SR5 3PE (**Principal Employer**).
- (2) Stephen Robert Kirtlan of 72 Beechbrooke, Ryhope, Sunderland, SR2 0NZ and Dane Joseph Black of 5 Ringwood Road, Sunderland, SR5 5NF (**Trustees**).
- (3) GLB Development Ltd incorporated and registered in England and Wales with company number 09583136 whose registered office is at 9 Defender Court, Sunderland, SR5 3PE (**New Administrator**).

BACKGROUND

- (A) The Scheme is governed by a Trust Deed and Rules dated 15 September 2014 and all subsequent Amending Deeds and resolutions.
- (B) The Principal Employer is the present sponsoring employer under the Scheme.
- (C) The Continuing Trustees are the present trustees of the Scheme.
- (D) Pension Practitioner.Com Limited, a company incorporated and registered in England and Wales with company number 06028668, whose registered office is at Daws House, Daws Lane, Mill Hill, London, NW7 4SD ("Outgoing Administrator") is presently the Administrator of the Scheme.
- (E) Pursuant to Clause 9.1 of the Existing Provisions, the Trustees may appoint as Scheme Administrator any person or firm meeting the criteria in section 270(2) and may vary or revoke any such appointment, provided that the revocation of such an appointment would not, in the written opinion of the Scheme Administrator, cause the pension scheme to lose its status as a registered pension scheme.
- (F) The Trustees wish to remove the Outgoing Administrator as Administrator of the Scheme in accordance with clause 9.1 of the Existing Provisions.
- (G) The Trustees wish to appoint the New Administrator to be Administrator of the Scheme in accordance with Clause 9.1 of the Existing Provisions.
- (H) The Trustees do not require consent from the Outgoing Administrator to their removal.

AGREED TERMS

1. INTERPRETATION

- 1.1 The definitions and rules of interpretation in this clause 1 apply in this deed.

Deed: the definitive trust deed dated 15 September 2014, made between the Principal Employer and the trustees then in office.

Rules: the rules attached to the Deed.

Scheme: GLBRBS

Administrator: Shall mean the Registered Administrator for the purposes of Finance Act 2004.

- 1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this deed.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.
- 1.4 The schedules form part of this deed and shall have effect as if set out in full in the body of this deed. Any reference to this deed includes the schedules.
- 1.5 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.6 Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.9 References to clauses and schedules are to the clauses and schedules of this deed; references to paragraphs are to paragraphs of the relevant schedule.

2. REMOVAL AND APPOINTMENT

- 2.1 With effect from the date of this Deed and
 - (a) in accordance with clause 9.1 of the Existing Provisions the Trustees remove the Outgoing Administrator as Administrator of the Scheme and is discharged from the trusts and provisions of the Scheme; and
 - (b) in accordance with clause 9.1 of the Existing Provisions the Trustees appoint the New Administrator as Administrator of the Scheme to act for the Provider and Trustees in place of the Outgoing Administrator.
- 2.2 The Principal Employer consents to the appointment of the New Administrator.

3. COUNTERPARTS

This deed may be executed in any number of counterparts (but shall not be effective until each party has executed at least one counterpart), each of which, when executed

and delivered, shall be an original and which together shall have the same effect as if each party had executed and delivered the same document.

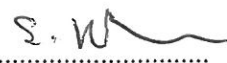
4. GOVERNING LAW

4.1 This deed and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by and construed in accordance with the law of England and Wales.

4.2 The parties irrevocably agree to submit to the exclusive jurisdiction of the courts of England and Wales over any claim or matter arising under or in connection with this deed or its subject matter.

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

Executed as a deed by GLB
Development Ltd acting by :


.....


Director


.....

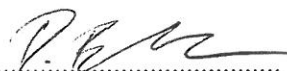
Director/Secretary

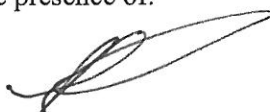
Signed as a deed by Stephen Robert
Kirtlan
in the presence of:


.....


.....
Name: GARETH BALDWIN
Address: OLD METHODIST CHAPEL
HALL LANE
WEST RAINTON
DH4 6PF

Signed as a deed by Dane Joseph
Black
in the presence of:


.....


.....
Name: GARETH BALDWIN
Address: OLD METHODIST CHAPEL
HALL LANE
WEST RAINTON
DH4 6PF

Outward Payment Instruction (Faster Payments & CHAPs)



Store

One Southampton Row

1. Customer details

Customer Name

GLBRBS

Account Number

1 9 1 3 9 1 0 7

2. Payment details

Payment Type



Faster Payment (No Fee) **Faster Payment Maximum Value = £100K. Payments of a higher value must be sent via CHAPs**



CHAPs (£17.50 Fee) **CHAPs Cut Off Time = 3PM. Payments received after this time will be processed Next Day**



Account To Account Transfer

Amount (GBP)

1 0 9 4 2 0 0 0

Date To Process

0 9 0 9 2 0 1 6

Amount in Words

One hundred and nine thousand and four hundred and twenty pounds

3. Beneficiary Information

Beneficiary Name

Belvedere Investments Ltd

Beneficiary Sort Code

2 0 8 3 6 9

Beneficiary Account Number

3 3 6 6 0 9 1 5

Payment Reference (if applicable)

Belvedere

4. Customer Signature

Authorised Signature

S. V.

Date:

19/09/16

Authorised Signature

D. R.

Date:

19/09/16

FOR INTERNAL USE ONLY - ID & V Confirmed



Customer Photo



Customer Signature



4Tress



ID

(Passport or Driving Licence Number)

Input By:

Signature:

Date:

Authorised By:

Signature:

Date:

301 OF 1.1 (05/12/11)

