

# MR01

## Particulars of a charge

elaserform



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A fee is payable with this form  
Please see 'How to pay' on the last page.

☒ **What this form is for**  
You may use this form to register  
a charge created or evidenced by  
an instrument.

☒ **What this form is NOT for**  
You may not use this form to  
register a charge where there is no  
instrument. Use form M

For further information, please  
refer to our guidance at:  
[www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)

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

☒ You must enclose a certified copy of the instrument with this form.  
It will be scanned and placed on the public record. **Do not send the original.**

TUESDAY



LD3 \*L6AXYW02\* #9  
18/07/2017  
COMPANIES HOUSE

1

### Company details

Company number 0 0 5 5 0 0 5 5

Company name in full S.D. TAYLOR LIMITED

For official use  
→ **Filing in this form**  
Please complete in typescript or in  
bold black capitals.  
All fields are mandatory unless  
specified or indicated by \*

2

### Charge creation date

Charge creation date 1 2 0 7 2 0 1 7

3

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

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

Name SHAWBROOK BANK LIMITED

Name

Name

Name

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

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

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Particulars of a charge

4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.

Brief description

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument".

Please limit the description to the available space.

5

Other charge or fixed security

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

☒ Yes

☐ No

6

Floating charge

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

☐ Yes Continue

☒ No Go to Section 7

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

☐ Yes

7

Negative Pledge

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

☒ Yes

☐ No

8

Trustee statement <sup>1</sup>

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

☐

<sup>1</sup> This statement may be filed after the registration of the charge (use form MR06).

9

Signature

Please sign the form here.

Signature

Signature

X *Maifastones LLP* X

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

# MR01

## Particulars of a charge



### Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name Alex Pickett

Company name Macfarlanes LLP

Address 20 Cursitor Street

Post town

County/Region London

Postcode E C 4 A 1 L T

Country UK

DX DX No: 138 Chancery Lane

Telephone +44 (0)20 7831 9222



### Certificate

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



### Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

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



### Important information

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



### How to pay

A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House.'



### Where to send

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

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

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

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



### Further information

For further information, please see the guidance notes on the website at [www.gov.uk/companieshouse](http://www.gov.uk/companieshouse) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)



**FILE COPY**

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

Company number: 550055

Charge code: 0055 0055 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 12th July 2017 and created by S.D. TAYLOR LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 18th July 2017.

Given at Companies House, Cardiff on 24th July 2017



**Companies House**



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G  
COMPANIES ACT 2006, THIS COPY INSTRUMENT IS  
CERTIFIED TO BE A CORRECT COPY OF THE ORIGINAL  
INSTRUMENT.

*Macfarlanes LLP*

MACFARLANES LLP  
20 CURSITOR STREET  
LONDON EC4A 1LT

DATE: 18 JULY 2017

## SCOTTISH ASSIGNATION IN SECURITY

between

S.D. Taylor Limited

as Chargor

and

Shawbrook Bank Limited

as Security Agent

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THIS ASSIGNATION IN SECURITY is made between:

- (1) **S.D. TAYLOR LIMITED**, a company incorporated under the Companies Acts (Company Number 00550055) whose registered office is at Royal House, Princes Gate, Homer Road, Solihull B91 3QQ (the "**Chargor**")

and

- (2) **SHAWBROOK BANK LIMITED** as security trustee for the Secured Parties on the terms and conditions set out in the Intercreditor Agreement (the "**Security Agent**").

## **1. Definitions and Interpretation**

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### **1.1 Definitions**

Terms defined in the Facility Agreement shall, unless otherwise defined in this Assignment, have the same meaning when used in this Assignment and in addition:

**"Assigned Rights"** means the assets and rights assigned or to be assigned in security by or pursuant to this Assignment.

**"Collateral Rights"** means all rights, powers and remedies of the Security Agent provided by or pursuant to this Assignment or by law.

**"Contracts"** means the Customer Loans of the Chargor details of which are set out in the Loan Listing.

**"Customer"** means, in relation to a Customer Loan, the individual named as entering into such Customer Loan and to whom such Customer Loan is advanced.

**"Customer Loan"** means a home collect loan made to an individual which is subject to the Customer Loan Documentation and governed by Scots law.

**"Debenture"** means the English law debenture by the Chargor in favour of the Security Agent dated 23 June 2016.

**"Facility Agreement"** means the facility agreement dated 23 June 2016 between, amongst others, Shawbrook Bank Limited (as the Arranger, the Security Agent, the Agent and the Original Lender), Non-Standard Finance Subsidiary II Limited, as parent and the Chargor as borrower, as amended, varied, novated or supplemented from time to time.

**"Intercreditor Agreement"** means the intercreditor agreement dated 23 June 2016 between, amongst others, the Chargor as one of the Original Debtors and Intra-Group Lenders (each as defined therein), the Agent, the Security Agent, the Senior Lender (each as defined therein) and Non-Standard Finance plc as Subordinated Lender, as amended, varied, novated or supplemented from time to time.

**"Loan Listing"** means the list of Customer Loans signed for the purposes of identification on behalf of the Chargor and the Security Agent and dated 12 JULY 2017.

**"Rights"** in relation to the Contracts includes:

- (a) the right to receive all and any moneys payable thereunder;
- (b) the proceeds of any payment thereunder and all claims, awards, adjudications and judgements under or in respect thereof;
- (c) all claims for damages for any breach thereof (except for a breach by the Chargor);
- (d) the benefit of all warranties and indemnities contained therein;
- (e) any rights to terminate or rescind the Contracts; and
- (f) the right to compel the performance and observance of the Contracts.

**"Schedule"** means the schedule annexed to this Assignment.

**"Secured Obligations"** means all obligations covenanted to be discharged by the Chargor in Clause 2.1 (*Covenant to pay*) of the Debenture.

**"Secured Parties"** means the Security Agent, any Receiver (as defined in the Debenture)(or delegate of any Receiver pursuant to the exercise of powers under Clause 28.2 (*Delegation*) of the Debenture), the Arranger, the Agent, the Lenders, any Hedge Counterparty and any other Finance Parties from time to time party to the Intercreditor Agreement.

## 1.2 Interpretation

In this Assignment:

- (a) the rules of interpretation contained in Clause 1.2 (*Construction*) of the Facility Agreement shall apply to the construction of this Assignment;
- (b) any reference to the **Security Agent**, the **Chargor**, the **Agent** or the **Secured Parties** or any other person shall be construed so as to include its or their (and any subsequent) successors and any permitted assignees and permitted transferees to, or of, its rights and/or obligations under the Finance Documents and, in the case of the Security Agent, any person for the time being appointed as Security Agent or Security Agents in accordance with the Finance Documents; and
- (c) references in this Assignment to any Clause or Schedule shall be to a clause or schedule contained in this Assignment.

## 1.3 Inconsistency

In the event of any inconsistency arising between any of the provisions of this Assignment and the Facility Agreement or the Intercreditor Agreement, the provisions of the Facility Agreement or the Intercreditor Agreement (as the case may be) shall prevail.

# 2. Payment of Secured Obligations

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## 2.1 Undertaking to pay

The Chargor hereby undertakes to the Security Agent (as trustee for the Secured Parties) that it shall discharge all obligations, as and when they fall due in accordance with their terms, which the Chargor may at any time have to the Security Agent (whether for its own account or as trustee for the Secured Parties) or any of the other Secured Parties under or pursuant to the Finance Documents (including this Assignment) including any liabilities in respect of any further advances made under the Finance Documents, whether present or future, actual or contingent (and whether incurred solely or jointly and whether as principal or as surety or in some other capacity). The Chargor shall pay to the Security Agent when due and payable every sum at any time owing, due or incurred by the Chargor to the Security Agent (whether for its own account or as trustee for the Secured Parties) or any of the other Secured Parties in respect of any such liabilities, **provided that** neither such undertaking nor the security constituted by this Assignment shall extend to or include any liability or sum which would, but for this proviso, cause such covenant or security to be unlawful or prohibited by any applicable law.

## 2.2 Interest on demands

If the Chargor fails to pay any sum on the due date for payment of that sum the Chargor shall pay interest on any such sum (before and after any judgment and to the extent interest at a default rate is not otherwise being paid on such sum) from the date of demand until the date of payment calculated on a daily basis at the rate determined by and in accordance with the provisions of clause 10.3 (*Default Interest*) of the Facility Agreement.

## 2.3 Certification of sums due

A certificate signed by any manager or officer of the Security Agent as to the amount or nature of the Secured Obligations or any part of them will, in the absence of manifest error, be conclusive and binding on the Chargor.

# 3. Assignment in Security

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The Chargor hereby assigns with absolute warrandice to the Security Agent as trustee for the Secured Parties as security for the payment and discharge of the Secured Obligations, subject to retrocession on redemption, its whole right, title, interest and benefit in and to:



- 3.1 the Contracts; and
- 3.2 all Rights of the Chargor relative to such Contracts.

#### **4. Perfection of Security**

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The Chargor shall, immediately following a request by the Security Agent after the occurrence of an Event of Default which is continuing, deliver (or procure delivery) to the Security Agent in respect of each Contract assigned in security pursuant to Clause 3 (*Assignment in Security*), a notice substantially in the form set out in the Schedule (Form of Intimation) duly executed by it and in each case the Chargor shall use all reasonable endeavours to procure that each notice is acknowledged promptly by the relevant Customer.

#### **5. Further Assurance**

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##### **5.1 Further Assurance: general**

Subject to Clause 4 (*Perfection of Security*), the Chargor shall promptly execute and do all such assurances, acts and things and deliver all such documents as the Security Agent may require for perfecting or protecting the security created or intended to be created by or pursuant to this Assignment over the Assigned Rights or for facilitating the realisation of such rights and the exercise of all powers, authorities and discretions vested in the Security Agent and shall, in particular, execute all floating charges, assignments and assurances of the Assigned Rights whether to the Security Agent or to its nominee(s) or otherwise and give all notices, orders and directions which the Security Agent may think expedient.

##### **5.2 Necessary action**

The Chargor shall at its own expense take all such action as the Security Agent may reasonably request (including making all filings and registrations) for the purpose of the creation, perfection, protection, confirmation or maintenance of the security created or intended to be created in favour of the Security Agent by or pursuant to this Assignment.

##### **5.3 Consent of third parties**

The Chargor shall use all reasonable endeavours to obtain (in form and content reasonably satisfactory to the Security Agent) as soon as possible any consents necessary to enable the Assigned Rights to be assigned in security pursuant to Clause 3 (*Assignment in Security*) and, immediately upon obtaining any such consent, shall promptly deliver a copy of each consent to the Security Agent.

##### **5.4 Value of security**

The Chargor shall not do or cause or permit to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the value of the security created or intended to be created by this Assignment.

##### **5.5 Amendments**

The Chargor shall not at any time during the subsistence of this Assignment make or agree to make any amendments, variations or modifications to the Contracts or waive any of its rights under the Contracts, without the prior written consent of the Security Agent save as permitted pursuant to the terms of the Facility Agreement.

#### **6. Negative Pledge and Disposals**

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##### **6.1 Security**

The Chargor shall not (and shall not agree to) without the consent of the Security Agent at any time during the subsistence of this Assignment, create or permit to subsist any Security over all or any part of the Assigned Rights other than Permitted Security or as otherwise permitted pursuant to the Facility Agreement.

## 6.2 No disposal of interests

The Chargor shall not (and shall not agree to) without the consent of the Security Agent at any time during the subsistence of this Assignment, dispose of all or any of the Assigned Rights.

## 7. Financial Collateral Arrangements

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To the extent that any of the Assigned Rights constitutes "financial collateral" and this Assignment and the obligations of any Chargor hereunder constitute a "security financial collateral arrangement" (in each case as defined in, and for the purposes of, the Financial Collateral Arrangements (No. 2) Regulations 2003 (SI 2003 No. 3226) (the "**Regulations**")) the Security Agent shall have the right to appropriate all or any part of such financial collateral in or towards discharge of the Secured Obligations.

## 8. Application of Enforcement Moneys

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### 8.1 Intercreditor Agreement

All monies received or recovered by the Security Agent pursuant to this Assignment or the powers conferred by it shall (subject to the claims of any person having prior rights thereto) be applied first in the payment of the costs, charges and expenses incurred and payments made by the Security Agent, the payment of its remuneration and the discharge of any liabilities incurred by the Security Agent in, or incidental to, the exercise of any of its powers, and thereafter shall be applied by the Security Agent (notwithstanding any purported appropriation by the Chargor) in accordance with clause 16.1 (*Order of application*) of the Intercreditor Agreement.

### 8.2 Suspense Account

If the security created by this Assignment is enforced at a time when no amount is due under the Finance Documents but at a time when amounts may or will become due, the Security Agent may pay the proceeds of any recoveries effected by it into an interest bearing suspense account.

## 9. Power of Attorney

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### 9.1 Appointment and powers

The Chargor irrevocably appoints the Security Agent to be its attorney and in its name and on its behalf to execute, deliver and perfect all documents and do all things which the attorney may consider to be required or desirable for:

- (a) carrying out any obligation imposed on the Chargor by this Assignment (including the completion, execution and delivery of any deeds, charges, assignments or other security and any transfers of the Assigned Rights); and
- (b) enabling the Security Agent to exercise, or delegate the exercise of, any of the rights, powers, authorities and discretions conferred on it by or pursuant to this Assignment or by law and (without prejudice to the generality of the foregoing) to execute and deliver and otherwise perfect any deed, assurance, agreement, instrument or act which it may reasonably deem proper in or for the purpose of exercising any of such rights, powers, authorities and discretions.

### 9.2 Exercise of power of attorney

The Security Agent may only exercise the power of attorney granted by the Chargor pursuant to Clause 9.1 (*Appointment and powers*) following the failure by the Chargor to comply with any further assurance or perfection of security obligations required by the terms of this Assignment within ten Business Days of such further assurance or perfection of security obligation arising.

### **9.3 Ratification**

The Chargor shall ratify and confirm all things done and all documents executed by any attorney in the exercise or purported exercise of all or any of its powers.

### **9.4 Security Agent's power to remedy breaches**

If at any time the Chargor fails to perform any of the undertakings contained in this Assignment it shall be lawful for the Security Agent, but the Security Agent shall have no obligation, to take such action on behalf of the Chargor (including, without limitation, the payment of money) as may in the Security Agent's reasonable opinion be required to ensure that such undertakings are performed. Any losses, costs, charges and expenses properly incurred by the Security Agent in taking such action shall be reimbursed by the Chargor on demand.

## **10. Effectiveness of Security**

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### **10.1 Continuing security**

- (a) The security created by or pursuant to this Assignment shall remain in full force and effect as a continuing security for the Secured Obligations unless and until the Secured Obligations have been irrevocably and unconditionally discharged in full and the Finance Parties have no further obligation to make any advance available to any Obligor pursuant to any Finance Document.
- (b) No part of the security from time to time intended to be constituted by this Assignment will be considered satisfied or discharged by any intermediate payment, discharge or satisfaction of the whole or any part of the Secured Obligations.

### **10.2 Cumulative rights**

The security created by or pursuant to this Assignment and the Collateral Rights shall be cumulative, in addition to and independent of every other security which the Security Agent or any Secured Party may at any time hold for the Secured Obligations or any other obligations or any rights, powers and remedies provided by law.

### **10.3 No prejudice**

The security created by or pursuant to this Assignment and the Collateral Rights shall not be prejudiced by any unenforceability or invalidity of any other agreement or document or by any time or indulgence granted to the Chargor or any other person, or the Security Agent (whether in its capacity as trustee or otherwise) or any of the other Secured Parties or by any variation of the terms of the trust upon which the Security Agent holds the security or by any other thing which might otherwise prejudice that security or any Collateral Right.

### **10.4 Remedies and waivers**

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

### **10.5 No liability**

None of the Security Agent or its nominee(s) shall be liable by reason of (a) taking any action permitted by this Assignment or (b) any neglect or default in connection with the Assigned Rights or (c) realising all or any part of the Assigned Rights except in the case of gross negligence or wilful default on its part.

### **10.6 Partial invalidity**

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

### **10.7 Waiver of defences**

The obligations of the Chargor under this Assignment will not be affected by an act, omission, matter or thing which, but for this Clause, would reduce, release or prejudice any of its obligations under this Assignment (without limitation and whether or not known to it or any Secured Party) including:

- (a) any time, indulgence, waiver or consent granted to, or composition with, any person; or
- (b) the release of any person under the terms of any composition or arrangement with any creditor of any member of the Group; or
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security; or
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any person; or
- (e) any amendment, novation, supplement, extension (whether of maturity or otherwise) or restatement (in each case however fundamental and of whatsoever nature) or replacement of a Finance Document or any other document or security or of the Secured Obligations (including, without limitation, any increase to the Secured Obligations as may be agreed by the Chargor from time to time); or
- (f) any unenforceability, illegality, invalidity, voidability or non-provability of any obligation of any person under any Finance Document or any other document or security or of the Secured Obligations; or
- (g) any insolvency or similar proceedings.

#### **10.8 Immediate recourse**

The Chargor waives any right it may have of first requiring any Secured Party (or the Security Agent or agent on its behalf) to proceed against any other Obligor or any other person or enforce any other rights or security or claim payment from any person before claiming from the Chargor under this Assignment. This waiver applies irrespective of any law or any provision of this Assignment to the contrary.

#### **10.9 Deferral of rights**

Until such time as the Secured Obligations have been discharged in full, the Chargor will not exercise any rights which it may have by reason of performance by it of its obligations under this Assignment:

- (a) to be indemnified by any Obligor;
- (b) to claim any contribution from any other Obligor or any guarantor of any Obligor's obligations under any Finance Document; and/or
- (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Secured Parties under the Finance Documents or of any other guarantee or security taken pursuant to, or in connection with, this Assignment by any Secured Party;
- (d) to exercise any right of set-off against any Obligor; and/or
- (e) to claim or prove as a creditor of any Obligor in competition with any Secured Party.

### **11. Retrocession**

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#### **11.1 Redemption of security**

Upon the Secured Obligations being irrevocably and unconditionally discharged in full and none of the Secured Parties being under any further or actual contingent obligation to make advances or provide other financial accommodation to any Obligor or any other person under any of the Finance Documents, the Security Agent shall, at the request and cost of the Chargor retrocede and re-assign to the Chargor (or as it shall direct) its whole right, title, interest and benefit in and to the Assigned Rights.

## **11.2 Avoidance of payments**

If the Security Agent considers that any amount paid or credited to it is capable of being avoided or reduced by virtue of any bankruptcy, insolvency, liquidation or similar laws the liability of the Chargor shall continue and such amount shall not be considered to have been irrevocably paid.

## **12. Set-Off**

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The Chargor authorises the Security Agent (but the Security Agent shall not be obliged to exercise such right) to set off against the Secured Obligations any amount or other obligation (contingent or otherwise) owing by the Security Agent to the Chargor and apply any credit balance to which the Chargor is entitled on any account with the Security Agent in accordance with Clause 8 (*Application of Enforcement Monies*).

## **13. Subsequent Security Interests**

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If the Security Agent (acting in its capacity as trustee or otherwise) or any of the other Secured Parties at any time receives or is deemed to have received notice of any subsequent Security affecting all or any part of the Assigned Rights or any assignment or transfer of the Assigned Rights which is prohibited by the terms of this Assignment or the Facility Agreement, all payments made thereafter by or on behalf of the Chargor to the Security Agent (whether in its capacity as trustee or otherwise) or any of the other Secured Parties shall be treated as having been credited to a new account of the Chargor and not as having been applied in reduction of the Secured Obligations as at the time when the Security Agent received such notice.

## **14. Assignment**

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

## **15. Notices**

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The provisions of clause 33 (*Notices*) of the Facility Agreement shall apply to this Assignment.

## **16. Discretion and Delegation**

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### **16.1 Discretion**

Any liberty or power which may be exercised or any determination which may be made under this Assignment by the Security Agent may, subject to the terms and conditions of the Intercreditor Agreement, be exercised or made in its absolute and unfettered discretion without any obligation to give reasons.

### **16.2 Delegation**

The Security Agent shall have full power to delegate (either generally or specifically) the powers, authorities and discretions conferred on it by this Assignment (including the power of attorney) on such terms and conditions as it shall see fit which delegation shall not preclude either the subsequent exercise or any subsequent delegation or any revocation of such power, authority or discretion by the Security Agent. The Security Agent shall not be in any way liable or responsible to the Chargor for any loss or damage arising from any act, default, omission or misconduct on the part of any such delegate or sub-delegate unless such act, default, omission or misconduct was wilful, in which case the Security Agent shall be liable and/or responsible.

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**17. Counterparts****17.1 Counterparts**

This Assignment may be executed in any number of counterparts and by each of the parties on separate counterparts.

**17.2 Delivery**

Where executed in counterparts:

- (a) this Assignment will not take effect until each of the counterparts has been delivered;
- (b) each counterpart will be held as undelivered until the parties agree a date on which the counterparts are to be treated as delivered;
- (c) the date of delivery may be inserted in the testing clause in the blank provided for the effective date of this Assignment.

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**18. Governing Law**

This Assignment and any non-contractual obligations arising out of or in connection with it shall be construed and governed in all respects in accordance with the law of Scotland.

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**19. Jurisdiction**

- 19.1 The courts of Scotland have exclusive jurisdiction to settle any dispute arising out of, or connected with this Assignment (including a dispute regarding the existence, validity or termination of this Assignment or the consequences of its nullity or any non-contractual obligations arising out of or in connection with this Assignment) (a "**Dispute**").
- 19.2 The parties to this Assignment agree that the courts of Scotland are the most appropriate and convenient courts to settle Disputes between them and, accordingly, that they will not argue to the contrary.
- 19.3 This Clause 19 is for the benefit of the Security Agent only. As a result and notwithstanding Clause 19.1, it does not prevent the Security Agent from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law the Security Agent may take concurrent proceedings in any number of jurisdictions.

**20. Consent to Registration**

The Chargor hereby consents to the registration of this Assignment and of any certificate referred to in clause 2.3 (*Certification of sums due*) for preservation.

IN WITNESS WHEREOF this Assignment between the Chargor and the Security Agent consisting of this and the eight preceding pages together with the Schedule annexed is executed in counterpart by the parties as undernoted, with an effective date of 12 JULY 2017 as follows:

Subscribed for and on behalf of the  
Chargor

by JONATHAN GILCEPIE  
at 7 TURNBERRY PARK ROAD



[Director] [Secretary] [Authorised Person]  
on 6/7/17 2017

in the presence of:

[Redacted] Witness  
CHRISTOPHER PEARSON Name  
10 HIGHFIELD CRESCENT Address  
OVERTON WFL44QZ

Subscribed for and on behalf of the  
Security Agent

by .....

at .....

on ..... 2017

[Director] [Secretary] [Authorised Person]

in the presence of:

..... Witness  
..... Name  
..... Address  
.....

**SCHEDULE**

This is the Schedule referred to in the foregoing Scottish Assignment in Security by S.D. Taylor Limited in favour of Shawbrook Bank Limited (as Security Agent) dated 2017.

**Form of Intimation – Contracts**

To: [Customer under relevant Contract]

Date: [ ]

Dear [ ]

Customer Loan Ref: [ ]

We, S.D. Taylor Limited, (the "**Assignor**"), trading as LoansatHome4U, hereby give you notice that pursuant to a Scottish assignment in security dated [ ] entered into by the Assignor in favour of Shawbrook Bank Limited (the "**Security Agent**") (the "**Assignment**"), [(a copy of which is enclosed with this letter)] the Assignor assigned in security to the Security Agent all its right, title and interest in and to [relevant Contract] (the "**Agreement**").


All monies payable by you to the Assignor pursuant to the Agreement must be paid to the account with [ ] account number [ ] (designated [ ]), sort code [ ]. This authority and instruction is irrevocable without the prior written consent of the Security Agent.

Notwithstanding the Assignment referred to above or the making of any payment by you to the Security Agent, the Assignor shall remain liable under the Agreement to perform all the obligations assumed by it under the Agreement and the Security Agent shall not be at any time under any obligation or liability to you under or in respect of the Agreement.

Should you have any questions in relation to this letter, please contact [ ].

For and on behalf of

S.D. Taylor Limited

  
[Director] [Secretary] [Authorised Person]

[Director] [Secretary] [Authorised Person]