

360 969 / 13.

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

MR01

Particulars of a charge



Companies House

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

You can use the WebFiling service to file this form online.
Please go to www.companieshouse.gov.uk

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

☒ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument Use form MR08

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

This form must be delivered to the Registrar for registration
21 days beginning with the day after the date of creation of the
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
scanned and placed on the public record **Do not send the original**

FRIDAY



A5419MCZ

A24

08/04/2016

#207

COMPANIES HOUSE

FOR OFFICIAL USE

1 Company details

Company number 0 2 0 1 7 8 6 4 ✓

Company name in full ONE LONDON LIMITED ✓

→ 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 0 6 0 4 2 0 1 6 ✓

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 UNITY TRUST BANK PLC ✓

Name

Name

Name

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

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

MR01

Particulars of a charge

4

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

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

Brief description

Assignment over loan portfolio at schedule 1 Amount secured - all present and future liabilities (whether actual or contingent, owed jointly, severally or in any other capacity whatsoever) (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to Unity Trust Bank Plc ("Unity") and The Co-operative Bank Plc ("Co-op") by the Company and whether or not Unity and Co-op were original parties to the relevant transaction

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 ^①

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

☐

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

9

Signature

Please sign the form here

Signature

Signature

X



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 HARVY SOHAL

Company name UNITY TRUST BANK PLC

Address NINE BRINDLEYPLACE

Post town BIRMINGHAM

County/Region WEST MIDLANDS

Postcode B 1 2 H B

Country

DX

Telephone 0121 616 4168



Certificate

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



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

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



Important information

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



How to pay

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

Make cheques or postal orders payable to 'Companies House'



Where to send

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

For companies registered in England and Wales

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland

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

For companies registered in Northern Ireland

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



Further information

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

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2017864

Charge code: 0201 7864 0015

The Registrar of Companies for England and Wales hereby certifies that a charge dated 6th April 2016 and created by ONE LONDON LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th April 2016.

P

Given at Companies House, Cardiff on 20th April 2016



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Dated 06 April 2016

(1) ONE LONDON LIMITED

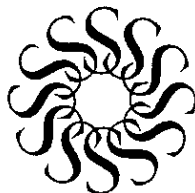
and

(2) UNITY TRUST BANK PLC

ASSIGNMENT

CERTIFIED AS BEING A
TRUE COPY OF THE ORIGINAL

MM 06/05/16



SHAKESPEARES

Somerset House
Temple Street
Birmingham
B2 5DJ
t 0121 237 3000
f 0121 237 3011
e info@shakespeares.co.uk
dx DX702312 Birmingham 10
www.shakespeares.co.uk

Ref JBH 326925 246

THIS ASSIGNMENT is dated

Btz Alain

2016

MADE BETWEEN

- (1) **ONE LONDON LIMITED** (company number 02017864) whose registered office is at Saint Martins House, 210 – 212 Chapeltown Road, Leeds, LS7 4HZ ("**the Borrower**")
- (2) **UNITY TRUST BANK PLC** (company number 01713124) whose registered office is at Nine Brindleyplace, Birmingham, B1 2HB as security trustee for the Lenders (as defined below) (hereinafter called "**the Security Trustee**")

RECITALS

- (A) The Lenders are providing funds to the Borrower pursuant to the Facility Letter which the Borrower is intending to on-lend by way of client loans under the Loan Book
- (B) The Borrower has agreed to assign to the Security Trustee the Debts as security for the loan made pursuant to the Facility Letter
- (C) The Security Trustee intends to take regular assignment of the Debts and the Borrower has agreed to periodically enter into a deed of assignment in the form of this Assignment from time to time as requested by the Security Trustee with such amendments as the Security Trustee may reasonably require from time to time

1 Covenant to Pay

The Borrower covenants in favour of the Security Trustee to pay and discharge on demand the Borrower's Indebtedness

2 Assignment

- 2.1 The Borrower with full title guarantee and as a continuing security hereby assigns absolutely to the Security Trustee all its rights, title and interest in and under the Loan Offers including, without limitation, all the Borrower's right, title and interest in respect of the Debts and the proceeds of any enforcement of security under any of the Security Documents held by the Borrower under the terms of the Loan Offers or otherwise in respect of the Debts
- 2.2 If the Borrower shall unconditionally and irrevocably pay or discharge to the Security Trustee on behalf of the Lenders the Borrower's Indebtedness and all other monies obligations and liabilities secured by this Assignment then the Security Trustee will at the request and cost of the Borrower re-assign the Debts to the Borrower or as the Borrower shall direct

3 Representations, Warranties and Covenants by the Borrower

- 3.1 The Borrower represents and warrants to the Security Trustee and the Lenders and undertakes that
 - 3.1.1 the Debts are still due and owing in full to the Borrower and in force free of any charge or encumbrance of any kind and that all the Borrower's obligations in relation to the Debts have been performed and that nothing has been or shall be done, permitted or suffered whereby the Security Trustee and/or the Lenders may be prevented from receiving all or any of the monies payable and the Borrower has not granted any rights of set-off or deduction or withholding to the Debtors,
 - 3.1.2 the Borrower is and will be the sole absolute and beneficial owner of the Debts,
 - 3.1.3 if it becomes aware of any Debtor defaulting on the terms of the Loan Offer and they plan to take any enforcement action it will advise the Security Trustee immediately,

- 3 1 4 the Borrower confirms that when requested by the Security Trustee it will give notice to the Debtor in the format previously approved by the Security Trustee as set out in Schedule 2 that it has assigned the Debt and instruct the Debtor to make all repayments by way of standing order to the Security Trustee and will provide the Security Trustee immediately with copies of the notices and acknowledgement,
 - 3 1 5 this Assignment does not and will not conflict with or result in any breach or constitute a default under any agreement instrument or obligation to which the Borrower is a party,
 - 3 1 6 this Assignment does not contravene any of the provisions of the Borrower's Memorandum or Articles of Association or its Rules or other constitution as the case may be,
 - 3 1 7 all the requirements of the Consumer Credit Act 1974 any regulations made under that Act and all other relevant Acts and regulations have been complied with in relation to the Debts, Loan Offers and Security Documents and in particular the Loan Offers comply with the formal requirements of the Consumer Credit Act 1974 and regulations made under that Act and each Debtor and/or Security Party has been supplied with all requisite copies of the Loan Offers and of documents referred to in them,
 - 3 1 8 that all Loan Offers include and will continue to include the standard terms normally incorporated within lender loan offers and which comply with up to date legislation and good practice for lenders which have been agreed with each Lender from time to time and not to vary the terms of those Loan Offers without the prior written consent (not to be unreasonably withheld) of each Lender and to provide copies of the Loan Offers to each Lender as and when requested,
 - 3 1 9 the details of each Debtor and the Debts referred to in Schedule 1 are correct in every respect,
 - 3 1 10 no right of action is vested in any Debtor and/or Security Party in respect of any representation breach of condition breach of warranty or other express or implied term relating to each Loan Offer or Security Document, and
 - 3 1 11 the Debts, Loan Offers and Security Documents are fully valid and enforceable against and are not disputed or subject to withdrawal by any Debtor and/or Security Party and the Borrower has no knowledge of any fact which would or might invalidate the Loan Offers and/or Security Documents or affect any right to enforce them
- 3 2 If the Borrower shall fail to satisfy the Security Trustee that it has performed any of its obligations under Clause 3 1 then the Security Trustee may take such steps as it considers appropriate to procure the performance of such obligation and shall not thereby be deemed to be a mortgagee in possession and the monies expended by the Security Trustee and/or the Lenders shall be reimbursed by the Borrower on demand and until so reimbursed shall carry interest as set out in the Facility Letter

4 Enforcement

- 4 1 This Assignment shall become enforceable and the Security Trustee may make demand for repayment of the Borrower's Indebtedness
 - 4 1 1 if any of the monies obligations and liabilities secured by this Assignment shall not be paid or discharged by the Borrower in accordance with Facility Letter, or
 - 4 1 2 if the Borrower shall be in breach of any provision of the Facility Letter, this Assignment or of any agreement containing any terms or conditions applicable to the monies obligations and liabilities secured by this Assignment

4 2 Section 103 of the LPA shall not apply and the statutory power of sale and all other powers under that or any other Act as varied or executed by this Assignment shall arise on and be exercisable at any time after the Agent, the Security Trustee or a Lender shall have demanded the payment or discharge by the Borrower of all or any of the monies obligations and liabilities secured by this Assignment and may be exercised by the Security Trustee (subject where appropriate to compliance with any applicable provisions of the Consumer Credit Act 1974 and any regulations made under that Act) by selling, assigning or otherwise disposing of the Debts or any substituted security or making any other arrangements with the Debtors or any other person(s) regarding the Debts as the Security Trustee shall from time to time think fit

4 3 Section 93 of the LPA dealing with the consolidation of mortgages shall not apply to this Assignment

5 Power of Attorney

The Borrower irrevocably appoints the Security Trustee and any nominee of the Security Trustee to be Attorney of the Borrower (with full power of substitution and delegation) and in the Borrower's name and on its behalf and on its act or deed or otherwise to sign seal deliver and otherwise perfect or do any deed assurance agreement notice insurance or act which may be required by the Security Trustee for the purpose of this Assignment The Borrower will ratify or confirm any deeds instruments acts and things, which the Security Trustee (or its nominee) may lawfully sign or execute or do

6 Protection of Debtors

6 1 The Security Trustee's receipt for any money becoming payable by virtue of the Debts shall be an effective discharge for the same to the Debtor paying the same, which shall not be concerned to enquire whether at the time of such payment any money is due under this Assignment

6 2 No person dealing with the Security Trustee or any Receiver shall be concerned to enquire whether any power which it is purporting to exercise has become exercisable or whether any money is due under this Assignment or as to the propriety or regularity of any sale by or other dealing with the Security Trustee All the protection to purchasers contained in Sections 104 and 107 of the LPA shall apply to any person purchasing from or dealing with the Security Trustee

7 Trust

The Borrower hereby confirms that any monies received from the Debtors direct whether by way of repayment under the terms of the Loan Offers or on the enforcement of the Security Documents or otherwise pursuant to the Debts shall be held on Trust for the Security Trustee until such time as the relevant Debt is reassigned pursuant to clause 2 2 of this Assignment.

8 Further Assurance

The Borrower shall whenever requested by the Security Trustee immediately execute and sign all such deeds and documents and do all such things as the Security Trustee may require at the Borrower's cost reasonably and properly incurred in respect of the Debts or this Assignment for the purpose of perfecting or more effectively providing security to the Security Trustee for the payment and discharge of the monies obligations and liabilities secured by this Assignment

9 Costs

All costs charges and expenses reasonably and properly incurred by the Security Trustee and/or each Lender in relation to this Assignment or the monies obligations and liabilities hereby secured shall be reimbursed by the Borrower to the Security Trustee and/or each Lender (as the case may be) on demand on a full indemnity basis and until so reimbursed

shall carry interest as set out in the Facility Letter from the date of payment to the date of reimbursement

10 Miscellaneous

10 1 This Assignment shall be in addition to and shall not be prejudiced determined or affected nor operate so as in any way to determine prejudice or affect any other security which the Security Trustee and/or a Lender may now or at any time in the future hold for or in respect of all or any part of the monies obligations and liabilities secured by this Assignment nor shall any prior security held by the Security Trustee and/or a Lender over the Debts merge in the security constituted by this Assignment which will remain in force and effect notwithstanding any intermediate settlement of account as a continuing security until discharged by the Security Trustee or the relevant Lender

10 2 The Security Trustee may without discharging or in any way affecting the security created by this Assignment or any remedy of the Security Trustee or the Lenders grant time or other indulgence or abstain from exercising or enforcing any remedies, securities, guarantees or other rights which it may now or in the future have from or against the Borrower and may make any other arrangement, variation or release with any person or persons without prejudice either to this Assignment or liability of the Borrower for the monies obligations and liabilities secured by this Assignment

10 3 The Security Trustee and each Lender or their nominee or agent shall each have the right to enter the premises of the Borrower to recover all of the Loan File

11 Assignment

11 1 the Security Trustee may at any time

11 1 1 assign all or any of its rights and benefits under this Assignment, or

11 1 2 transfer or otherwise dispose of all or any of its rights, benefits and obligations under this Assignment to any bank or financial institution as determined by the Security Trustee

11 2 The Borrower may not assign or transfer any of its rights, benefits or obligations under this Assignment save with the prior written consent of the Security Trustee

11 3 the Security Trustee shall be entitled to disclose any information to any actual or prospective assignee successor or participant as it shall deem reasonably necessary

12 Demands and Notices

12 1 Any demand or notice given by the Security Trustee under this Assignment may be

12 1 1 by letter addressed to the Borrower sent by first class post to or left at the Borrower's last known address to the Security Trustee or at the Borrower's registered office, or

12 1 2 by fax or other electronic means to the Borrower's last known fax number or electronic mail address

If sent by post, the demand or notice will be taken to have been made or given at noon the second day following the date the letter was posted. If sent by fax or other electronic means, the demand or notice will be taken to have been made or given at the time of transmission

12 2 Unless otherwise advised by the Security Trustee any notices given by the Borrower to the Security Trustee under this Assignment will be delivered to the Security Trustee's office detailed on the front of this Assignment

12 3 The Borrower acknowledges that the Security Trustee may at any time give notice of this Assignment to the Debtors in the form of the notice in Schedule 2

13 **Definition, Interpretation etc**

13 1 In this Assignment where the context so admits

"the Agent" means Unity in its capacity as agent for the Lenders,

"the Borrower" includes its successors and assigns his/their executors and administrators and (in addition) any committee receiver administrator or other person lawfully acting on behalf of every such party (though no personal liability shall attach to any authorised agent or attorney signing as such) and if this Assignment is executed by two or more parties the word "Borrower" shall be construed to refer to each of such parties separately as if each such party had executed a separate assignment in the form of this Assignment

"the Borrower's Indebtedness"

- (a) all present and future obligations and liabilities (whether actual or contingent, whether owed jointly, severally or in any other capacity whatsoever and of whatsoever amount) (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to the Security Trustee and/or each Lender by the Borrower and whether or not the Security Trustee and/or each Lender shall have been an original party to the relevant transaction,
- (b) all costs, charges and expenses incurred hereunder by the Security Trustee and/or each Lender and/or any Receiver, and all other monies paid by the Security Trustee and/or each Lender and/or any Receiver in connection with the Facility Letter or the assets charged to the Security Trustee and/or each Lender pursuant to this Assignment including without prejudice to the generality of the foregoing, the costs shall include all costs incurred by or charged to the Security Trustee and/or each Lender (on a full indemnity basis) in taking, perfecting, enforcing or exercising (or attempting to perfect, enforce or exercise) any power under the Facility Letter and/or this Assignment, and
- (c) interest discount commission or other lawful charges and expenses which the Security Trustee and/or each Lender may, in the course of its business, charge in respect of any of the matters aforesaid or for keeping the Borrower's account(s), and so that interest shall be computed

and compounded according to the usual mode of the Security Trustee and/or each Lender as well after as before any demand or judgment or the insolvency of the Borrower

"Co-op"	means The Co-operative Bank plc includes persons deriving title under Co-op, its successors and assigns and any company with which it may amalgamate to the intent that the loan to the Borrower shall constitute continuing security in favour of such new company as if it has been expressly named herein instead of The Co-operative Bank plc,
"Debts"	means the monies owed to the Borrower by the Debtors listed in accordance with Schedule 1 to this Assignment,
"Debtors"	means the parties referred to in Schedule 1 to this Assignment,
"Facility Letter"	means any letter of offer, facility letter or offer to make further loans to the Borrower in which the Lenders agrees to provide loan facilities or other financial accommodation to the Borrower (as amended, supplemented or varied from time to time),
"Lenders"	means Unity and Co-op each in its capacity as a lender, either separately or jointly, under a Facility Letter (each a "Lender"),
"Loan Book"	means the loans which are subject to the terms of loan agreements approved by the Lenders and are in accordance with the terms of the operations manual approved by the Lenders which has a collective anticipated portfolio in excess of £1,500,000,
"Loan File"	means one or more files books magnetic tapes disks cassettes or such other methods of recording or storing information containing records and correspondence relating to the Debts, Loan Offers, Security Documents, Security Party and/or Debtors,
"Loan Offers"	means any letter of offer, facility letter or offer to make further loans to the Debtors in which the Borrower agrees to provide loan facilities or other financial accommodation to the Debtors (as amended, supplemented or varied from time to time),
"LPA"	means Law of Property Act 1925,
"person"	includes any person, firm, company, corporation, government, state or agency of a state, association, unincorporated body of persons, trust or partnership (whether or not having a separate

legal personality) and any two or more of the foregoing

"Receiver"

means any person, whether or not an employee or officer of the Security Trustee, appointed by the Security Trustee and/or the Lenders as a receiver and/or manager of the security given by the Borrower to the Security Trustee and/or a Lenders whether such appointment is pursuant to the Law of Property Act 1925 or otherwise

"Security Documents"

means any agreement or document entered into or to be entered into at any time by the Debtors or any one of them or any other Security Party for all or any part of the Debts or any one of them or any sum payable to the Borrower under or in connection with the Loan Offers or any one of them,

"Security Party"

means any person giving a guarantee or indemnity or security for all or any part of the Debts or any one of them or any other sum payable to the Borrower under or in connection with the Loan Offers or any one of them

"Unity"

means Unity Trust Bank plc includes persons deriving title under Unity its successors and assigns and any company with which it may amalgamate to the intent that the loan to the Borrower shall constitute a continuing security in favour of such new company as if it had been expressly named herein instead of Unity Trust Bank plc

13 2 Where "the Borrower" includes two or more persons or bodies -

- (a) the liabilities of such persons or bodies shall be joint and several, and any event referred to in the Facility Letter shall be deemed to have happened if it happens in relation to any one of those persons or bodies
- (b) all monies, obligations and liabilities due, owing or incurred by the Borrower to the Lenders (or either of them) and/or the Security Trustee shall mean all monies, obligations and liabilities of all, or any one or more, of such persons or bodies to the Lenders (or either of them) and/or the Security Trustee

13 3 Where "the Borrower" are the trustees of an unincorporated association, covenants and obligations entered into by the Borrower are entered into so as to bind the trustees and the members of such association from time to time and the assets of such association, but not so as to make the trustees personally liable beyond the extent to which such assets are (or ought to be) under the control of such trustees or otherwise available to satisfy such covenants

13 4 Where the persons forming the "Borrower" are carrying on business in partnership under a firm name the monies and liabilities hereby secured shall (notwithstanding any change in the composition of the partnership) include the monies and liabilities which shall at any time hereafter be due, owing or incurred to the Lenders (or either of them) and/or the Security Trustee by the person or persons from time to time carrying on the partnership business under that name or under any name in succession and the expression "the Borrower" shall be construed in this way

13 5 All security and dispositions made or created, and all obligations and undertaking contained in this Assignment to, in favour of or for the benefit of the Security Trustee are made, created and entered into in favour of the Security Trustee as trustee for the Lenders. The Security Trustee holds the benefit of this Assignment on trust for the Lenders. The perpetuity period under the rule against perpetuities, if applicable to this Assignment, shall be the period of 125 years from the date of this Deed

13 6

13 6 1 If the Security Trustee reasonably considers that an amount paid by the Borrower to the Security Trustee and/or the Lenders (or any of them) is capable of being avoided or otherwise set aside on the liquidation or administration of the Borrower, then that amount shall not be considered to have been irrevocably paid for the purposes of this Assignment

13 6 2 The parties intend that this document shall take effect as a deed notwithstanding the fact that a Party may only execute this document under hand

13 7 All security and dispositions made or created, and all obligations and undertakings contained in this Assignment

13 7 1 are created in favour of the Security Trustee and each Lender,

13 7 2 are created over present and future assets of the Borrower,

13 7 3 are security for the payment, discharge and performance of all the Borrower's Indebtedness,

13 7 4 are made in respect of the assets subject to the security with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994

13 8 Where a restrictive obligation is imposed on the Borrower, it shall be deemed to include an obligation on the Borrower not to permit or suffer such restrictive obligation to be done by any other person

13 9 The singular shall include the plural and the masculine the feminine and neuter and vice versa

13 10 The Clause headings in this Assignment are for ease of reference and do not affect the construction of the relevant Clauses

13 11 Each of the provisions of this Assignment shall be severable and distinct from one another and if one or more of such provisions is invalid or unenforceable the remaining provisions shall not in any way be affected

13 12 Reference to any Act or legislation includes reference to the Act or legislation as for the time being amended, replaced or re-enacted and includes reference to any sub-ordinate legislation (including any European Community law which is applicable in the United Kingdom) order regulation or direction made under or by virtue of that Act or legislation

13 13 The rights and remedies of the Security Trustee and/or the Lender provided by this Assignment are cumulative and are not exclusive of any rights, powers or remedies provided by law and may be exercised from time to time and as often as the Security Trustee and/or the Lender may deem expedient

14 **Governing Law**

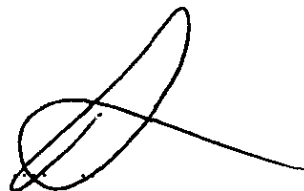
This Assignment is governed by and will be construed in accordance with English Law and the Borrower submits to the non-exclusive jurisdiction of the English courts

AS WITNESS whereof the Borrower has executed and delivered this Assignment as a deed the day and year first above written

SIGNED for and behalf of
UNITY TRUST BANK plc


Manager

Executed and Delivered as a Deed by
One London Limited

X 
Director

X 
Director/Secretary

SCHEDULE 1
("the Debts")

PLEASE INITIAL

X MBW

X 

QUARTERLY REPORTING

31/12/2015

Quarter Ending

Unique Loan reference	Beneficiary	Approval Date	Original Capital Loan approved (£)	Date of initial capital draw	Capital Loan drawn-down (£)	Value of capital repaid	Capital Balance (£)	Date most recent payment received
RG-01000	Mr Brian Cuthbertson	05/03/2014	£22,000 00	05/03/2014	£22,000 00	£11,821 69	£10,178 31	01/12/2015
RG-01001	Mr Ghassan Hashim	31/03/2014	£20,000 00	31/03/2014	£20,000 00	£10,256 20	£9,743 80	01/12/2015
RG-01002	Ms Laura James	22/05/2014	£15,000 00	22/05/2014	£15,000 00	£6,816 34	£8,183 66	01/12/2015
RG-01003	Mr Anwar Sheikh	05/06/2014	£20,000 00	05/06/2014	£20,000 00	£7,144 61	£12,855 39	15/12/2015
RG-01004	Mrs Nathalie Brewin	10/06/2014	£30,000 00	10/06/2014	£30,000 00	£13,835 39	£16,164 61	01/12/2015
RG-01005	Mr Umar Mansoor	12/06/2014	£20,000 00	12/06/2014	£20,000 00	£9,238 16	£10,761 84	01/12/2015
RG-01006	Mr Jacob Eli	17/06/2014	£20,000 00	17/06/2014	£20,000 00	£380 88	£19,619 12	01/09/2014
RG-01007	Miss Antonia Burrell	27/06/2014	£50,000 00	27/06/2014	£50,000 00	£21,445 84	£28,554 16	01/12/2015
RG-01008	Miss Chanelle Poku	03/07/2014	£10,000 00	03/07/2014	£10,000 00	£956 03	£9,043 97	01/11/2014
RG-01009	Mr Karsten Fischer	24/07/2014	£50,000 00	24/07/2014	£50,000 00	£20,029 75	£29,970 25	01/12/2015
RG-01010	Mr Dexter Andrews	31/07/2014	£50,000 00	31/07/2014	£50,000 00	£1,122 99	£48,877 01	01/11/2014
RG-01011	Mrs Anjana Hirani	08/09/2014	£50,000 00	08/09/2014	£50,000 00	£18,930 14	£31,069 86	01/12/2015
RG-01012	Mr Senan Sexton	17/09/2014	£50,000 00	17/09/2014	£50,000 00	£17,221 14	£32,778 86	01/12/2015
RG-01013	Mr Alberto Gava	06/10/2014	£15,000 00	06/10/2014	£15,000 00	£3,526 41	£11,473 59	01/11/2015
RG-01014	Mr John Dyson	08/10/2014	£50,000 00	08/10/2014	£50,000 00	£17,591 54	£32,408 46	01/12/2015
RG-01015	Mr Mohammed Muqurth	13/10/2014	£30,000 00	13/10/2014	£30,000 00	£10,604 64	£19,395 36	01/12/2015
RG-01016	Mr David Hunstone	18/11/2014	£50,000 00	18/11/2014	£50,000 00	£14,600 87	£35,399 13	01/12/2015
RG-01017	Mrs Varshaben Patel	19/11/2014	£50,000 00	19/11/2014	£50,000 00	£14,618 20	£35,381 80	01/12/2015
RG-01018	Ms Katy Wildman	26/11/2014	£50,000 00	26/11/2014	£50,000 00	£14,739 36	£35,260 64	01/12/2015
RG-01019	Mr Matthew Nagy	04/12/2014	£50,000 00	04/12/2014	£50,000 00	£14,873 12	£35,126 88	31/12/2015
RG-01020	Mr John Maffioli	05/12/2014	£30,000 00	05/12/2014	£30,000 00	£8,937 13	£21,062 87	01/12/2015
RG-01021	Mr Raymond Stocombe	05/12/2014	£30,000 00	05/12/2014	£30,000 00	£8,937 13	£21,062 87	01/12/2015
RG-01022	Mr Javanan Thangavalu	12/12/2014	£25,000 00	12/12/2014	£25,000 00	£7,500 19	£17,499 81	01/12/2015
RG-01023	Mr Pirapakaran Gnaniypragasam	23/12/2014	£20,000 00	23/12/2014	£20,000 00	£5,355 23	£14,644 77	01/12/2015
RG-01024	Mr Georgios Leonidou	23/12/2014	£50,000 00	23/12/2014	£50,000 00	£13,388 20	£36,611 80	01/12/2015
RG-01025	Mr Ihaddaden	09/01/2015	£50,000 00	09/01/2015	£50,000 00	£1,000 10	£48,999 90	01/05/2015
RG-01026	Mr Sahaba Salim	16/01/2015	£50,000 00	16/01/2015	£50,000 00	£11,962 92	£38,037 08	01/12/2015
RG-01027	Mr Nawaf Bent	16/01/2015	£15,000 00	16/01/2015	£15,000 00	£3,594 13	£11,405 87	01/12/2015
RG-01028	Ms Stephanie Carlinet	29/01/2015	£30,000 00	29/01/2015	£30,000 00	£7,321 78	£22,678 22	01/12/2015
RG-01029	John Mitchell	06/02/2015	£25,000 00	06/02/2015	£25,000 00	£6,161 43	£18,838 57	01/12/2015
RG-01030	Mr Bilal Ashraf	09/02/2015	£30,000 00	09/02/2015	£30,000 00	£30,000 00	£0 00	18/09/2015
RG-01031	Ms Jo-Ann Gumb	17/04/2015	£15,000 00	17/04/2015	£15,000 00	£2,464 03	£12,535 97	01/12/2015
RG-01032	Ms Jessica Taylor	20/04/2015	£30,000 00	20/04/2015	£30,000 00	£6,957 71	£23,042 29	31/12/2015
RG-01033	Mr Daniel Holt	07/05/2015	£50,000 00	07/05/2015	£50,000 00	£8,543 61	£41,456 39	01/12/2015
RG-01034	Mr Alexander Lax	12/05/2015	£28,000 00	12/05/2015	£28,000 00	£4,832 13	£23,167 87	01/12/2015
RG-01035	Mr Misbah Sadath	14/05/2015	£50,000 00	14/05/2015	£50,000 00	£5,876 62	£44,123 38	01/12/2015
RG-01036	Ms Itembo Makwakala	20/05/2015	£5,000 00	20/05/2015	£5,000 00	£393 22	£4,606 78	01/12/2015
RG-01037	Mr Nedjet Bozdag	22/05/2015	£30,000 00	22/05/2015	£30,000 00	£2,582 18	£27,417 82	31/12/2015
RG-01038	Mr Umit Demirbas	03/06/2015	£20,000 00	03/06/2015	£20,000 00	£1,117 78	£18,882 22	01/12/2015
RG-01039	Ms Liza Fior	25/06/2015	£25,000 00	25/06/2015	£25,000 00	£1,178 14	£23,821 86	01/12/2015
RG-01040	Mr Mark Humphries	25/06/2015	£50,000 00	25/06/2015	£50,000 00	£5,848 35	£44,151 65	17/12/2015
RG-01042	Mr Muhammad Shafiq	26/06/2015	£30,000 00	26/06/2015	£30,000 00	£3,535 86	£26,464 14	01/12/2015

RG-01043	Dinis Guarda	10/07/2015	£50,000 00	10/07/2015	£50,000 00	£6,078 52	£43,921 48 01/12/2015
RG-01044	Peter Charalambides	14/07/2015	£50,000 00	14/07/2015	£50,000 00	£6,133 97	£43,866 03 01/12/2015
RG-01045	rudolph chambers	16/07/2015	£50,000 00	16/07/2015	£50,000 00	£4,515 72	£45,484 28 15/12/2015
RG-01046	Anna Murray	29/07/2015	£15,000 00	29/07/2015	£15,000 00	£388 18	£14,611 82 01/12/2015
RG-01047	Medonna Fesvaran	31/07/2015	£30,000 00	31/07/2015	£30,000 00	£2,820 55	£27,179 45 15/12/2015
RG-01048	Sam Speaight	13/08/2015	£40,000 00	13/08/2015	£40,000 00	£3,931 60	£36,068 40 01/12/2015
RG-01049	Scarlett McCabe	19/08/2015	£50,000 00	19/08/2015	£50,000 00	£3,355 97	£46,644 03 01/12/2015
RG-01050	Bharatkumar Patel	19/08/2015	£50,000 00	19/08/2015	£50,000 00	£3,362 12	£46,637 88 01/12/2015
RG-01051	Umer Mansoor	20/08/2015	£37,000 00	20/08/2015	£37,000 00	£2,494 24	£34,505 76 01/12/2015
RG-01052	Roy Parsons	25/08/2015	£20,000 00	25/08/2015	£20,000 00	£3,443 65	£46,556 35 01/12/2015
RG-01053	Ali Adatas	27/08/2015	£20,000 00	27/08/2015	£20,000 00	£1,389 18	£18,610 82 01/12/2015
RG-01054	Fatih Hassoylu	16/10/2015	£50,000 00	16/10/2015	£50,000 00	£937 73	£49,062 27 01/12/2015
RG-01055	John Gardner	10/12/2015	£50,000 00	10/12/2015	£50,000 00	£0 00	£50,000 00 10/12/2015
RG-01056	Dhara Patel	21/12/2015	£50,000 00	21/12/2015	£50,000 00	£1,000 00	£49,000 00 21/12/2015
RG-02000	Mahmut Akın	13/03/2014	£22,000 00	13/03/2014	£22,000 00	£11,900 52	£10,099 48 01/12/2015
RG-02001	Shine Joseph	11/04/2014	£22,000 00	11/04/2014	£22,000 00	£11,255 85	£10,744 15 01/12/2015
RG-02002	Gurhan Mustafa	30/05/2014	£22,000 00	30/05/2014	£22,000 00	£5,360 61	£16,639 39 24/09/2015
RG-02003	Richard Bostock	10/06/2014	£50,000 00	10/06/2014	£50,000 00	£22,757 90	£27,242 10 01/12/2015
RG-02004	Fiona Jewitt	25/06/2014	£50,000 00	25/06/2014	£50,000 00	£22,757 90	£40,461 71 23/06/2015
RG-02005	Krzysztof Wilkowski	28/07/2014	£30,000 00	28/07/2014	£30,000 00	£10,557 89	£19,442 11 01/12/2015
RG-02006	Phil Spencer	14/08/2014	£25,000 00	14/08/2014	£25,000 00	£1,738 00	£23,262 00 15/04/2015
RG-02007	Jennifer Russell	20/08/2014	£50,000 00	20/08/2014	£50,000 00	£18,265 78	£31,734 22 01/12/2015
RG-02008	Bernard Mayo	03/09/2014	£15,000 00	03/09/2014	£15,000 00	£2,349 52	£12,650 48 31/12/2015
RG-02009	Mr Yakub Mohamed	17/09/2014	£20,000 00	17/09/2014	£20,000 00	£5,112 79	£14,887 21 01/12/2015
RG-02010	Mr Max Jones	17/09/2014	£30,000 00	17/09/2014	£30,000 00	£7,791 75	£22,208 25 01/10/2015
RG-02011	Ms Elizabeth Norman	02/10/2014	£50,000 00	02/10/2014	£50,000 00	£18,872 06	£31,127 94 01/12/2015
RG-02012	Mrs Olga Cohen	08/10/2014	£10,000 00	08/10/2014	£10,000 00	£2,945 31	£7,054 69 01/12/2015
RG-02013	Mr Matthew Connelly	08/10/2014	£10,000 00	08/10/2014	£10,000 00	£3,462 70	£6,537 30 01/12/2015
RG-02014	Mr Andrew Chesney	08/10/2014	£50,000 00	08/10/2014	£50,000 00	£7,091 58	£42,908 42 02/11/2015
RG-02015	Mr Toby Cox	08/10/2014	£50,000 00	08/10/2014	£50,000 00	£17,313 40	£32,686 60 01/12/2015
RG-02016	Mrs Yeter Pektas	14/10/2014	£50,000 00	14/10/2014	£50,000 00	£11,964 08	£38,035 92 12/10/2015
RG-02017	Miss Hatice Gulsen	14/11/2014	£50,000 00	14/11/2014	£50,000 00	£0 00	£50,000 00 01/01/2015
RG-02018	Ms Raishma Islam	18/11/2014	£40,000 00	18/11/2014	£40,000 00	£11,426 90	£28,573 10 01/12/2015
RG-02019	Ms Kader Acar	20/11/2014	£20,000 00	20/11/2014	£20,000 00	£0 00	£20,000 00 01/05/2015
RG-02020	Mr Carlo Mattucci	20/11/2014	£30,000 00	20/11/2014	£30,000 00	£6,406 13	£23,593 87 01/12/2015
RG-02021	Miss Tara Modeste	03/12/2014	£40,000 00	03/12/2014	£40,000 00	£4,901 06	£35,098 94 01/12/2015
RG-02022	Miss Sarah Tonks	12/12/2014	£2,000 00	12/12/2014	£2,000 00	£590 86	£1,409 14 01/12/2015
RG-02023	Mrs Elizabeth Rutale	15/12/2014	£15,000 00	15/12/2014	£15,000 00	£255 00	£14,745 00 17/08/2015
RG-02024	Miss Charli Cohen	15/12/2014	£30,000 00	15/12/2014	£30,000 00	£7,763 95	£22,236 05 01/12/2015
RG-02025	Mr Ashaq Hussain	23/12/2014	£50,000 00	23/12/2014	£50,000 00	£13,100 75	£36,899 25 01/12/2015
RG-02026	Miss Irene Oryema	07/01/2015	£10,000 00	07/01/2015	£10,000 00	£1,918 19	£8,081 81 15/12/2015
RG-02027	Mr Cecil Anthony - Mike	07/01/2015	£50,000 00	07/01/2015	£50,000 00	£12,892 48	£37,107 52 04/12/2015
RG-02028	Mr Alastair Garner	27/01/2015	£5,000 00	27/01/2015	£5,000 00	£1,178 79	£3,821 21 15/12/2015
RG-02029	Mr Metin Tomocu	28/01/2015	£10,000 00	28/01/2015	£10,000 00	£2,384 68	£7,615 32 01/12/2015
RG-02030	Mr Alpar Kurturan	29/01/2015	£5,000 00	29/01/2015	£5,000 00	£1,177 09	£3,822 91 15/12/2015
RG-02031	Mr Antonio Argona	06/03/2015	£10,000 00	06/03/2015	£10,000 00	£477 37	£9,522 63 01/10/2015
RG-02032	Mr Ryan Holliday-Stevens	22/04/2015	£50,000 00	22/04/2015	£50,000 00	£8,081 72	£41,918 28 01/12/2015
RG-02033	Mr Koray Aktas	11/05/2015	£10,000 00	11/05/2015	£10,000 00	£1,689 46	£8,310 54 01/12/2015
RG-02034	Ms May Shernet	12/05/2015	£2,000 00	12/05/2015	£2,000 00	£338 53	£1,661 47 01/12/2015
RG-02035	Mr Adamu Pero	12/05/2015	£20,000 00	12/05/2015	£20,000 00	£3,380 40	£16,619 60 01/12/2015

RG-02036 Mr Kose Goksever
 RG-02037 Ms Donna John
 RG-02038 Ms Lady Oburoh
 RG-02039 Sean Golding
 RG-02040 Maya Fedani
 RG-02041 Ramotatai Kassim
 RG-02042 Mr Parash Limani
 RG-02043 Ali Tepe
 RG-02044 Kathryn Reilly
 RG-02045 Nicholas Yeomans
 RG-02046 Sarah Hilleary
 RG-02047 Kamran Moslehi
 RG-02048 Mavis Amankwah
 RG-02049 Mirza Baig
 RG-02050 Kadir Korkmaz
 RG-02051 Marcia Graham
 RG-02052 Kishore Tamerisa
 RG-02053 Alex Addae-Brobey
 RG-02054 Nigel Diamond
 RG-02055 Christina Ustinov
 RG-02056 Mahmut Akin
 RG-02057 Shine Joseph
 RG-02058 Gurhan Mustafa
 RG-03000 Mr Swee Chew
 RG-03001 Miss Marlon Ayonote
 RG-03002 Mr Mikael Boecasse
 RG-03003 Mr Derek Curtis
 RG-03004 Mr Menya Hill Zena Kebede
 RG-03005 Mr Sam Mokhtari
 RG-03006 Miss Tameran Kwade
 RG-03007 Mr Simon Fraulo
 RG-03008 Mr Shey Banjo
 RG-03009 Mrs Geraldine Mattis
 RG-03010 Mr Anthony Walcott
 RG-03011 Mr Gyab Sabakaki
 RG-03012 Ms Samantha Benveniste
 RG-03013 Mr Mohamed Ahmed
 RG-03014 Mr Kostja Klajban
 RG-03015 Mr Benedict Lawrence
 RG-03016 Ms Valerie Goode
 RG-03017 Miss Gulhanim Aksoy
 RG-03018 Mr Bola Marquis
 RG-03019 Richard Bostock
 RG-03020 Fiona Jewitt
 RG-03021 Krzysztof Wilkowski
 RG-03022 Phil Spencer
 RG-03023 Jennifer Russell
 RG-03024 Bernard Mayo

19/05/2015	£30,000 00	19/05/2015	£30,000 00	£4,083 72	£25,916 28
17/06/2015	£35,000 00	17/06/2015	£35,000 00	£3,896 07	£31,103 93
17/06/2015	£20,000 00	17/06/2015	£20,000 00	£2,226 34	£17,773 66
07/07/2015	£20,000 00	07/07/2015	£20,000 00	£2,361 55	£17,638 45
09/07/2015	£50,000 00	09/07/2015	£50,000 00	£5,935 97	£44,064 03
10/07/2015	£15,000 00	10/07/2015	£15,000 00	£1,785 61	£13,214 39
17/06/2015	£18,000 00	17/06/2015	£18,000 00	£1,996 12	£16,003 88
14/07/2015	£18,000 00	14/07/2015	£18,000 00	£2,165 91	£15,834 09
14/07/2015	£10,000 00	14/07/2015	£10,000 00	£1,203 28	£8,796 72
29/07/2015	£40,000 00	29/07/2015	£40,000 00	£3,659 78	£36,340 22
30/07/2015	£5,000 00	30/07/2015	£5,000 00	£459 12	£4,540 88
31/07/2015	£15,000 00	31/07/2015	£15,000 00	£1,382 30	£13,617 70
31/07/2015	£25,000 00	31/07/2015	£25,000 00	£1,710 50	£23,289 50
19/08/2015	£15,000 00	19/08/2015	£15,000 00	£970 58	£14,029 42
21/08/2015	£45,000 00	21/08/2015	£45,000 00	£2,942 19	£42,057 81
25/08/2015	£10,000 00	25/08/2015	£10,000 00	£667 36	£9,332 64
27/08/2015	£10,000 00	27/08/2015	£10,000 00	£674 11	£9,325 89
22/09/2015	£18,000 00	22/09/2015	£18,000 00	£768 03	£17,231 97
29/09/2015	£30,000 00	29/09/2015	£30,000 00	£1,355 08	£28,644 92
30/09/2015	£20,000 00	30/09/2015	£20,000 00	£910 18	£19,089 82
04/11/2015	£30,000 00	04/11/2015	£30,000 00	£720 43	£29,279 57
06/11/2015	£50,000 00	06/11/2015	£50,000 00	£687 38	£49,312 62
30/11/2015	£30,000 00	30/11/2015	£30,000 00	£0 00	£50,000 00
09/01/2014	£22,000 00	09/01/2014	£22,000 00	£6,358 68	£15,641 32
30/01/2014	£22,000 00	30/01/2014	£22,000 00	£3,551 92	£18,448 08
06/06/2014	£20,000 00	06/06/2014	£20,000 00	£8,930 28	£11,069 72
20/06/2014	£25,000 00	20/06/2014	£25,000 00	£85 00	£24,915 00
26/06/2014	£25,000 00	26/06/2014	£25,000 00	£7,812 94	£17,187 06
02/07/2014	£12,000 00	02/07/2014	£12,000 00	£691 62	£11,308 38
04/07/2014	£13,000 00	04/07/2014	£13,000 00	£643 57	£12,356 43
24/07/2014	£25,000 00	24/07/2014	£25,000 00	£9,658 96	£15,341 04
07/08/2014	£22,000 00	07/08/2014	£22,000 00	£0 00	£22,000 00
03/09/2014	£19,000 00	03/09/2014	£19,000 00	£0 01	£18,999 99
08/09/2014	£14,000 00	08/09/2014	£14,000 00	£2,266 93	£11,733 07
09/09/2014	£10,000 00	09/09/2014	£10,000 00	£708 67	£9,291 33
16/09/2014	£21,000 00	16/09/2014	£21,000 00	£275 14	£20,724 86
14/10/2014	£26,000 00	14/10/2014	£26,000 00	£5,617 52	£20,382 48
05/11/2014	£10,000 00	05/11/2014	£10,000 00	£463 83	£9,536 17
10/11/2014	£20,000 00	10/11/2014	£20,000 00	£6,309 21	£13,690 79
12/12/2014	£10,000 00	12/12/2014	£10,000 00	£1,267 23	£8,732 77
23/12/2014	£45,000 00	23/12/2014	£45,000 00	£11,538 40	£33,461 60
06/02/2015	£8,000 00	06/02/2015	£8,000 00	£556 78	£7,443 22
13/10/2015	£18,000 00	13/10/2015	£18,000 00	£883 92	£17,116 08
15/10/2015	£50,000 00	15/10/2015	£50,000 00	£218 45	£49,781 55
27/11/2015	£10,000 00	27/11/2015	£10,000 00	£0 00	£10,000 00
08/12/2015	£15,000 00	08/12/2015	£15,000 00	£0 00	£15,000 00
08/12/2015	£9,000 00	08/12/2015	£9,000 00	£0 00	£9,000 00
22/12/2015	£15,000 00	22/12/2015	£15,000 00	£0 00	£15,000 00
TOTAL	£ 4,052,000	TOTAL	£4,052,000	TOTAL	£3,278,265 34

SCHEDULE 2
("Form of Notice")

To

()

This document constitutes formal notice to you that [] of []
("the Creditor") has assigned to **UNITY TRUST BANK PLC** of Nine Brindleyplace, Birmingham, B1
2HB (as Security Trustee for the Lenders) the debt of £[] ("the Debt") due and owing by you
to the Creditor as continuing security for all liabilities of the Creditor to the Lenders

From now on, you must accordingly make all remaining payments under the Debt to Unity Trust Bank
plc by [direct transfer to the accounts whose details are set out below] [cheque at their above
address] Although the assignment does not affect the terms of the Debt, you should note that from
now on, no variation, amendment, release or waiver of your obligation to make payment may be
made or granted without the previous written consent of Unity Trust Bank plc

Account No []
Sort Code []
Reference []

Please sign and return to us the formal acknowledgement on the enclosed duplicate of this notice

X 
for and on behalf of the Creditor

OR

for and on behalf of
Unity Trust Bank plc (as Security Trustee)

X 06/04/16
Dated

Dated

Formal Acknowledgement

To Unity Trust Bank plc
Nine Brindleyplace
Birmingham
B1 2HB

We hereby acknowledge receipt of the notice of assignment of debt, of which the above is a copy and
confirm -

- (a) that the amount owing by us to the Creditor is as stated in your notice,
- (b) that we have and will seek to claim no rights of set-off against the Creditor of the whole or any
part of the Debt, and
- (c) that we have received no prior written notice of assignment of the Debt

for and on behalf of
[]

Dated

BOARD RESOLUTION

X Extract of minutes of a meeting of the board of directors of One London Limited ("the Company") duly convened and held in accordance with the Company's Articles of Association at [~~FRIDAY - QUEEN ELIZABETH STREET~~] on [18/03] at [2 ~~am~~/pm]

PRESENT:

MICHAEL WALSH (in the Chair)
PETER THACKERAY

- 1 The Chairman, noting that a quorum was present, declared the meeting open
- 2 The Chairman reported that the purpose of the meeting was to conclude negotiations with Unity Trust Bank plc ("Unity") regarding the assignment of the RGF loan portfolio
- 3 There was produced to the meeting an Assignment (a copy of which was produced to the meeting)
- 4 Accordingly, having carefully considered the Assignment, **IT WAS UNANIMOUSLY RESOLVED** that
 - 4.1 The terms of the Assignment are hereby approved and that any two directors or any one director and the company secretary or any one director in the presence of a witness be and is hereby authorised to sign or execute the engrossment of the Assignment on behalf of the Company with such amendments, modifications, variations and alterations as any of the directors may consider necessary or desirable in the interests of the Company and to exchange and/or complete the same with Unity, and
 - 4.2 Any director or, in the case any document requiring execution as a deed, any two directors or any one director and the company secretary or any one director in the presence of a witness be and is hereby authorised to sign or execute and deliver any notice, certificate or other document required to be signed or delivered on behalf of the Company pursuant to the Assignment and to agree amendments, modifications, variations and alterations to the Assignment

The foregoing is certified to be a true extract of the minutes of the meeting referred to above

X Signed by



X Dated 06/05/16

X Signed by

