361234/23

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

MR01
Particulars of a charge

Companies House

Go online to file this information
www.gov.uk/companieshouse

A fee is be 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 MR0[illegible]

For further information, please

MONDAY

A5HRUT8A
A08 17/10/2016 #96
COMPANIES HOUSE

A5GUD7NM
A11 03/10/2016 #233
COMPANIES HOUSE

This form **must be delivered to the Registrar for registration** within **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. This will be scanned and placed on the public record. **Do not send the original.**

For official use
0016

1 Company details

Company number: 0 2 0 1 7 8 6 4

Company name in full: ONE LONDON LIMITED

→ **Filling 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: d 3 d 0 m 0 m 9 y 2 y 0 y 1 y 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 ❶

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

☐

❶ 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 £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 or email 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

FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2017864

Charge code: 0201 7864 0016

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th September 2016 and created by NEWABLE RGF LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 17th October 2016.

Given at Companies House, Cardiff on 25th October 2016

Companies House

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

Dated 30th SEPTEMBER **2016**

(1) ONE LONDON LIMITED

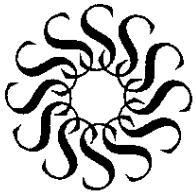
and

(2) UNITY TRUST BANK PLC

ASSIGNMENT

Certified as being a true and exact copy of the original

14/10/16



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 30th SEPTEMBER 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

pp Manager

Executed and **Delivered** as a **Deed** by)
One London Limited)

x Director

x Director/Secretary

[redacted]

[redacted]

RG-03000	Matet Trading Ltd t/a Nilos Restaurant	09/01/2014	£ 22,000 00	36	£15,641 32	£10,568.66	270
RG-03001	Cobbler Cobbler Mend My Shoe Ltd	30/01/2014	£ 22,000 00	36	£18,448 08	£9,361 69	270+
RG-01000	Multiload Controls Limited	05/03/2014	£ 22,000 00	36	£6,284 99	-	0
RG-02000	Troya Food Ltd	13/03/2014	£ 22,000 00	36	£5,458 47	-	0
RG-01001	GFD LIMITED	31/03/2014	£ 20,000 00	36	£6,266 39	-	0
RG-02001	BK Import Export Ltd	11/04/2014	£ 22,000 00	36	£6,888 87	-	0
RG-01002	Theatre Tots Limited	22/05/2014	£ 15,000 00	36	£ -	-	0
RG-02002	In your Face Productions Ltd	30/05/2014	£ 22,000 00	36	£ -	-	0
RG-01003	Khanage Limited	05/06/2014	£ 20,000 00	36	£9,320 08	£1,888 83	60
RG-03002	Pickmeup Limited	06/06/2014	£ 20,000 00	36	£10,514 86	£2,844 34	150
RG-02003	Mr B Akbudak t/a London School of Arts	10/06/2014	£ 50,000 00	36	£18,669 94	-	0
RG-01004	Pathfield Nursery Limited	10/06/2014	£ 30,000 00	36	£11,038 20	-	0
RG-01005	Construction Help Line Limited	12/06/2014	£ 20,000 00	36	£7,342 98	-	0
RG-01006	YMCM LIMITED	17/06/2014	£ 20,000 00	36	£19,619 12	£4,513 98	270+
RG-03003	Casa Grande Artisan Pasta Limited	20/06/2014	£ 25,000 00	36	£24,915 00	£6,451 13	270+
RG-02004	Paragon Restaurant	25/06/2014	£ 50,000 00	36	£39,025 04	£18,680 28	270+
RG-03004	Tobia Teff UK Ltd	26/06/2014	£ 25,000 00	36	£15,715.44	£5,390 04	150
RG-01007	Antonia Burrell Ltd	27/06/2014	£ 50,000 00	36	£20,103 63	-	0
RG-03005	Isphere Limited	02/07/2014	£ 12,000 00	36	£11,308 38	£3,043 88	240
RG-01008	Feuilles Jewels	03/07/2014	£ 10,000 00	36	£8,612 84	£4,606 21	270
RG-03006	Sonshine Smiles	04/07/2014	£ 13,000 00	36	£12,356 43	£6,598 74	270+
RG-03007	Oval Motorcycle Centre Ltd	24/07/2014	£ 25,000 00	36	£11,180 96	-	0
RG-01009	PDD Group Ltd	24/07/2014	£ 50,000 00	36	£21,601 76	-	0
RG-02005	Ashley House Care Homes Limited	28/07/2014	£ 30,000 00	36	£14,042 78	-	0
RG-01010	Green Solar Power Ltd	31/07/2014	£ 50,000 00	36	£48,877 01	£7,131 87	180
RG-03008	Lagra Land Ltd	07/08/2014	£ 22,000 00	36	£22,000 00	£4,084 05	240
RG-02006	Zaffran's	14/08/2014	£ 25,000 00	36	£23,262 00	£10,961 58	270+
RG-02007	Homestyle Kitchens & bedrooms Ltd	20/08/2014	£ 50,000.00	36	£23,464 02	-	0
RG-02008	Cheek Ltd	03/09/2014	£ 15,000 00	36	£12,606 29	£5,638 21	270+

RG-03009	Geraldine Mattis Limited	03/09/2014	£	19,000 00	36	£18,999 99	£2,700 65	150
RG-01011	Kingsley Maybrook Limited	08/09/2014	£	50,000 00	36	£22,765 08	-	0
RG-03010	Miss Luxe Ltd	08/09/2014	£	14,000 00	36	£11,608 07	£4,538 38	270
RG-03011	Construction Aid Line Service Ltd	09/09/2014	£	10,000 00	36	£9,291 33	£1,641 10	180
RG-03012	BENVENISTE LTD T/as BNV COUTURE	16/09/2014	£	21,000 00	36	£20,724 86	£9,480 51	270+
RG-01012	TRAVEL JOY HOSTELS LTD	17/09/2014	£	50,000 00	36	£24,573 09	-	0
RG-02009-	Universal Automobile Engineers Ltd	17/09/2014	£	20,000 00	36	£14,485 85	£3,894 49	150
RG-02010	Linimex Limited	17/09/2014	£	30,000 00	36	£22,208 25	£7,420 78	270
RG-02011	Elizabeth Norman Limited	02/10/2014	£	50,000 00	36	£24,598 62	-	0
RG-02012	Daniel Jacob Ltd	02/10/2014	£	10,000 00	36	£5,293 45	-	0
RG-01013	GLA Developments Limited	06/10/2014	£	15,000 00	36	£10,628 09	£2,774 49	150
RG-02013	Ihateironing com Ltd	08/10/2014	£	10,000 00	36	£4,896 05	-	0
RG-02014	QUINTICAL LTD T/as ZAPEXA	08/10/2014	£	50,000 00	36	£40,659 00	£16,013 36	270
RG-02015	Mulo Ltd	08/10/2014	£	50,000 00	36	£24,480 41	-	0
RG-01014	Chris Dyson Architects LLP	08/10/2014	£	50,000 00	36	£24,181 24	-	0
RG-01015	Eurocross Frozen Foods (London) LTD	13/10/2014	£	30,000 00	36	£14,456.13	-	0
RG-03013	Star of India	14/10/2014	£	26,000 00	36	£20,382 48	£7,400 36	270+
RG-02016	Este Laser Clinic Limited	14/10/2014	£	50,000 00	36	£38,035 92	£13,390 28	270
RG-03014	Energ+ Ltd	05/11/2014	£	10,000 00	36	£9,536 17	£2,649 08	270+
RG-03015	Moneta Accountancy Services Ltd	10/11/2014	£	20,000 00	36	£10,455.76	-	0
RG-02017	Gulsen's Beauty & Ozon Limited	14/11/2014	£	50,000 00	36	£50,000 00	£8,254 86	210
RG-02018	Raishma Ready to Wear Ltd	18/11/2014	£	40,000 00	36	£22,171 08	-	0
RG-01016	Hub Productions Limited	18/11/2014	£	50,000 00	36	£27,345 17	-	0
RG-01017	Grange Restaurants Ltd	19/11/2014	£	50,000 00	36	£27,326 83	-	0
RG-02020	Twelve Bar Club Ltd	20/11/2014	£	30,000 00	36	£23,593 87	£7,132 19	240
RG-02019	Acar Herbal Remedies	20/11/2014	£	20,000 00	36	£20,000 00	£9,025 66	270
RG-01018	Bombshell Ltd	26/11/2014	£	50,000 00	36	£27,198 66	-	0
RG-02021	Avinon Ltd	03/12/2014	£	40,000 00	36	£30,004 49	£6,423 25	120
RG-01019	OysterWorld Ltd	04/12/2014	£	50,000 00	36	£28,455 91	£1,345 87	30
RG-01020	Maxop LLP	05/12/2014	£	30,000 00	36	£16,220 25	-	0
RG-01021	Slocombes Motorcycles Limited	05/12/2014	£	30,000 00	36	£16,220 25	-	0
RG-03016	Kitty Ferreira Limited	12/12/2014	£	10,000.00	36	£8,732 77	£2,780 08	270+
RG-02022	Tonks Medical Ltd	12/12/2014	£	2,000 00	36	£1,087 73	-	0

RG-01022	Educational Excellence and Wellbeing	12/12/2014	£ 25,000 00	36	£13,499 00	-	0
RG-02023	Elizabeth Nyere Rutale	15/12/2014	£ 15,000 00	36	£14,745 00	£6,102 55	270
RG-02024	Charli Cohen Ltd	15/12/2014	£ 30,000 00	36	£17,488 75	-	0
RG-02025	All Stars Food & Wine	23/12/2014	£ 50,000 00	36	£ -	-	0
RG-01024	Ledtec Limited	23/12/2014	£ 50,000 00	36	£28,628 10	-	0
RG-01023	Falcon Wood Food & Wine	23/12/2014	£ 20,000 00	36	£12,671 20	£1,276 79	60
RG-03017	Gulhanim Aksoy	23/12/2014	£ 45,000 00	36	£26,385 92	-	0
RG-02026	Eneritech Limited	07/01/2015	£ 10,000 00	36	£8,081 81	£1,779 93	210
RG-02027	Officeserve Ltd	07/01/2015	£ 50,000 00	36	£31,912 31	£3,103 67	60
RG-01025	Piccadilly Enterprises Ltd	09/01/2015	£ 50,000 00	36	£48,999 90	£7,444 42	150
RG-01027	Evexar Compression Advisory Limited	16/01/2015	£ 15,000 00	36	£9,035 18	-	0
RG-01026	Sasco Foods UK Limited	16/01/2015	£ 50,000 00	36	£30,135 96	-	0
RG-02028	Radiant Diamond Consulting Limited	27/01/2015	£ 5,000 00	36	£3,039 08	-	0
RG-02029	MEC Construction Ltd	28/01/2015	£ 10,000 00	36	£6,047 77	-	0
RG-02030	AK Accounting and Tax Services Ltd	29/01/2015	£ 5,000 00	36	£3,392 12	£375 56	60
RG-01028	Le Delicorner Ltd	29/01/2015	£ 30,000 00	36	£17,929 18	-	0
RG-01029	Early To Late (Surrey) Ltd	06/02/2015	£ 25,000 00	36	£14,877 58	-	0
RG-03018	Okun Beachwear Limited	06/02/2015	£ 8,000 00	36	£6,971 87	£2,095 64	210
RG-01030	S Mart Dagenham Newsagents and Convenience Store Ltd	09/02/2015	£ 30,000 00	36	£ -	-	0
RG-02031	Aroma Bite Ltd	06/03/2015	£ 10,000 00	36	£9,522 63	£2,692 17	270+
RG-01031	White Label Publishing Ltd, t/a, Whilte Label Creative	17/04/2015	£ 15,000 00	36	£10,230 77	-	0
RG-01032	Just Pose Limited	20/04/2015	£ 30,000 00	36	£18,322.77	-	0
RG-02032	Solace London Limited	22/04/2015	£ 50,000 00	36	£34,337 29	-	0
RG-01033	Inbound Digital Marketing Ltd	07/05/2015	£ 50,000 00	36	£33,753.37	-	0
RG-02033	Moon Supermarket	11/05/2015	£ 10,000 00	36	£6,788 48	-	0
RG-02035	iMove Estate Agents Limited	12/05/2015	£ 20,000 00	36	£13,580 96	-	0
RG-02034	Hooray Entertainment Limited	12/05/2015	£ 2,000 00	36	£1,357 01	-	0
RG-01034	Multiload Controls Limited	12/05/2015	£ 28,000 00	36	£ -	-	0
RG-01035	Direct Auto Services Ltd	14/05/2015	£ 50,000 00	36	£38,759 26	£4,897 68	90
RG-02036	NOREL LIMITED T/A GLOBAL FOOD CENTRE	19/05/2015	£ 30,000 00	36	£22,186 40	£914 87	30
RG-01036	GH&B for Less	20/05/2015	£ 5,000 00	36	£3,785 89	-	0
RG-01037	Crown Tissue UK Limited	22/05/2015	£ 30,000 00	36	£23,688 39	£2,583 86	60
RG-01038	S&D Stores Ltd	03/06/2015	£ 20,000 00	36	£16,594 95	£2,525 22	90

RG-02042	Pinnacle FS Ltd	17/06/2015	£	18,000 00	36	£13,334 41	-	0
RG-02037	Milladon Limited	17/06/2015	£	35,000 00	36	£25,912 34	-	0
RG-02038	De-Lady Salon Limited	17/06/2015	£	20,000 00	36	£14,807 02	-	0
RG-01039	MUF Architecture / Art LLP	25/06/2015	£	25,000 00	36	£20,149 58	-	0
RG-01040	ACS Facilities Ltd	25/06/2015	£	50,000 00	36	£36,639 62	-	0
RG-01042	N K News	26/06/2015	£	30,000 00	36	£21,934 46	-	0
RG-02039	Island Delight Too Sweet Ltd	07/07/2015	£	20,000.00	36	£14,674 48	-	0
RG-02040	Fedani Ltd	09/07/2015	£	50,000 00	36	£44,339 70	£7,689 67	150
RG-01043	Ztudium Ltd	10/07/2015	£	50,000 00	36	£36,395 00	-	0
RG-02041	The Domestic Goddess Ltd	10/07/2015	£	15,000 00	36	£12,550 28	£1,559 17	90
RG-01044	Papoose Property Services Ltd	14/07/2015	£	50,000 00	36	£36,348 79	-	0
RG-02043	Zeyno Suyum UK Ltd	14/07/2015	£	18,000 00	36	£14,854 95	£1,684 50	90
RG-02044	TCR Recruitment Limited	14/07/2015	£	10,000.00	36	£7,318 39	-	0
RG-01045	RC Haulage Services Ltd	16/07/2015	£	50,000 00	36	£39,659 68	£1,703 07	30
RG-01046	Patternity Ltd	29/07/2015	£	15,000 00	36	£13,295 21	£1,100 34	60
RG-02045	Hop Stuff Brewery Limited	29/07/2015	£	40,000 00	36	£30,459 18	-	0
RG-02046	Birubi Limited	30/07/2015	£	5,000 00	36	£3,806 00	-	0
RG-01047	EMR News	31/07/2015	£	30,000 00	36	£22,720 38	-	0
RG-02047	Novel Foods	31/07/2015	£	15,000 00	36	£11,413 86	-	0
RG-02048	Rich Visions	31/07/2015	£	25,000 00	36	£23,289 50	£4,272 83	210
RG-01048	Live Industry Ltd	13/08/2015	£	40,000 00	36	£33,126 64	£3,021 64	90
RG-01049	Genesis Debate Programmes Ltd	19/08/2015	£	50,000.00	36	£39,211.04	-	0
RG-01050	Sweets	19/08/2015	£	50,000 00	36	£39,192 06	-	0
RG-02049	Bengal Travel	19/08/2015	£	15,000 00	36	£11,840.68	-	0
RG-01051	Construction Help Line Limited	20/08/2015	£	37,000 00	36	£29,007 79	-	0
RG-02050	K&K UK Marketing Services Ltd	21/08/2015	£	45,000 00	36	£35,496 20	-	0
RG-01052	Radionet Management Ltd	25/08/2015	£	50,000 00	36	£39,136 86	-	0
RG-02051	Gems	25/08/2015	£	10,000 00	36	£7,876 51	-	0
RG-01053	Institute of Arts and Education	27/08/2015	£	20,000.00	36	£15,644 80	-	0
RG-02052	Ksri Solicitors	27/08/2015	£	10,000.00	36	£7,870 78	-	0
RG-02053	Black & Yellow Creative Ltd	22/09/2015	£	18,000 00	36	£16,137 14	£1,523 65	90
RG-02054	Textmydeal Ltd	29/09/2015	£	30,000 00	36	£24,330 45	-	0
RG-02055	Careware UK Ltd	30/09/2015	£	20,000 00	36	£16,214 49	-	0

RG-03019	Glassmint Visual Media Limited	13/10/2015	£ 18,000 00	36	£14,594 13	-	0
RG-03020	The LBD Plan Limited	15/10/2015	£ 50,000 00	60	£49,781 55	£3,586 98	180
RG-01054	Safe Packaging Ltd	16/10/2015	£ 50,000 00	36	£41,761 03	-	0
RG-02056	The Buggett	04/11/2015	£ 30,000 00	36	£25,020 28	-	0
RG-02057	Gencom Technologies Ltd	06/11/2015	£ 50,000 00	60	£45,622 19	-	0
RG-03021	Leightonbrown Limited	27/11/2015	£ 10,000.00	36	£8,640 27	-	0
RG-02058	Gastro Trading Erith Ltd T/A Mambocino Cafe	30/11/2015	£ 50,000 00	60	£46,359 06	-	0
RG-03022	London De Limited	08/12/2015	£ 15,000 00	36	£12,903 23	-	0
RG-03023	Pelvic Floor Secrets	08/12/2015	£ 9,000 00	36	£8,368 13	£626 25	90
RG-01055	Equis Consuting Limited	10/12/2015	£ 50,000 00	60	£46,049 64	-	0
RG-01056	V&B News	21/12/2015	£ 50,000 00	36	£44,172 15	-	0
RG-03024	The Best You Corporation Ltd	22/12/2015	£ 15,000 00	36	£13,343 38	-	0
RG-02059	Baxfood Caribbean Ltd	05/01/2016	£ 16,500 00	60	£15,474 91	-	0
RG-01057	Woodstock Joinery	06/01/2016	£ 15,000 00	36	£13,186 62	-	0
RG-02060	Your Shop Ltd	12/01/2016	£ 30,000 00	60	£28,091 01	-	0
RG-02061	Piece Of Cake Cafe & More Limited	19/01/2016	£ 10,000 00	36	£9,111 46	-	0
RG-03025	Root2tip Haircare Solutions Ltd	20/01/2016	£ 15,000 00	36	£13,702 77	-	0
RG-02062	DLS Supplier Ltd	22/01/2016	£ 40,000 00	36	£36,405 26	-	0
RG-02063	Eyeeye Media Ltd	16/02/2016	£ 30,000 00	60	£29,072 17	-	0
RG-03026	Deanem Collections Ltd	18/02/2016	£ 19,000 00	60	£19,000 00	£675 60	60
RG-03027	Profad Quality Investments Ltd	19/02/2016	£ 40,000 00	60	£38,811 43	-	0
RG-03028	Yolanda Brown	24/02/2016	£ 15,000 00	36	£14,370 33	£344 99	30
RG-02064	Ave Brands	26/02/2016	£ 40,000 00	60	£38,641 71	-	0
RG-02065	Supergrows Tropical Foods Ltd	29/02/2016	£ 50,000 00	36	£49,429 16	£2,862 28	60
RG-02066	Gulizar Limited	02/03/2016	£ 30,000 00	36	£27,925 56	-	0
RG-02067	Superb (UK) Limited	02/03/2016	£ 40,000 00	60	£38,560 03	-	0
RG-02068	Athlete Performance Limited	02/03/2016	£ 30,000 00	60	£28,921 02	-	0
RG-01058	Cleaning AMW Ltd	03/03/2016	£ 10,000 00	36	£9,287 60	-	0
RG-03029	Mother Natures Alternative Limited	04/03/2016	£ 20,000 00	60	£19,294 09	-	0
RG-01059	Factory Fifteen Limited	18/03/2016	£ 25,000 00	36	£23,925 50	-	0
RG-01060	BCSA	23/03/2016	£ 50,000 00	60	£48,884 84	-	0
RG-03030	Sixteen South West Ltd	23/03/2016	£ 25,000 00	36	£23,969 91	-	0
RG-01061	Option Interiors Ltd	04/04/2016	£ 20,000 00	36	£19,040 68	-	0

RG-01062	Oppermann London Ltd	12/04/2016	£ 50,000 00	60	£48,584 77	-	0
RG-02069	Fyodor Golan Limited	12/04/2016	£ 10,000 00	36	£9,504 18	-	0
RG-03031	Hooray Entertainment Limited	06/05/2016	£ 20,000 00	60	£19,738 15	-	0
RG-01063	TLC Physio Limited	17/05/2016	£ 50,000 00	60	£50,000 00	-	0
RG-01064	London Physiotheraphy UK Ltd	24/05/2016	£ 50,000 00	60	£50,000 00	-	0
RG-03032	Myra Restaurant Limited	26/05/2016	£ 20,000 00	60	£20,000 00	-	0
RG-02070	Agi & Sam Limited	07/06/2016	£ 50,000 00	60	£50,000 00	-	0
RG-01065	Carrington Cleary Ltd	08/06/2016	£ 30,000.00	60	£30,000 00	-	0
RG-01066	Opatra Ltd	09/06/2016	£ 40,000 00	60	£40,000 00	-	0
RG-02071	Ten 87 Studios Ltd	15/06/2016	£ 10,000 00	36	£10,000 00	-	0
RG-01067	Kams and Co Ltd	16/06/2016	£ 50,000 00	60	£50,000 00	-	0
RG-02072	Melarco Consulting Ltd	29/06/2016	£ 49,000 00	60	£49,000 00	-	0
					£3,729,467.10		

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)

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