

MR01

Particulars of a charge

361404/23



Companies House



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

A fee is be payable w
Please see 'How to pay'

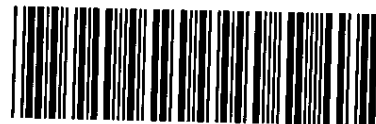
☒ **What this form is for**

You may use this form to register
a charge created or evidenced by
an instrument.

☒ **What this form is NOT**

You may not use this for
register a charge where
instrument. Use form M

TUESDAY



A24

A6L5850Q

12/12/2017

#150

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.**

1 Company details

Company number 0 2 0 1 7 8 6 4

Company name in full NEWABLE RGF LIMITED ✓

For official use

→ 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 1 d 1 m 1 m 2 y 2 y 0 y 1 y 7 ✓

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

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

Name 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.

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Particulars of a charge

4

Brief description

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

Brief description

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

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

Please limit the description to the available space.

5

Other charge or fixed security

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

☐ Yes

☒ No

6

Floating charge

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

☐ Yes Continue

☒ No Go to Section 7

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

☐ Yes

7

Negative Pledge

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

☐ Yes

☒ No

8

Trustee statement¹

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

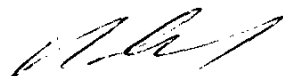
Signature

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 £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 0017

The Registrar of Companies for England and Wales hereby certifies that a charge dated 11th December 2017 and created by NEWABLE RGF LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th December 2017.

P

Given at Companies House, Cardiff on 18th December 2017



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

THIS ASSIGNMENT is dated 11th DECEMBER 2017

MADE BETWEEN:

- (1) **NEWABLE RGF LIMITED** (company number 02017864) whose registered office is at 140 Aldersgate Street, London, England, EC1A 4HY ("**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;

CERTIFIED AS BEING A
TRUE COPY OF THE ORIGINAL
Harv HARV SOHAR
LENDING ADMINISTRATION OFFICER
11/12/17

Dated 11th DECEMBER 2017

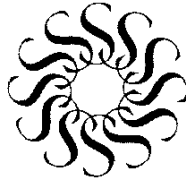
UNITY TRUST BANK plc
9, BRINDLEY PLACE
BIRMINGHAM, B1 2HB
086001

(1) NEWABLE RGF LIMITED

and

(2) UNITY TRUST BANK PLC

ASSIGNMENT



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

- 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.

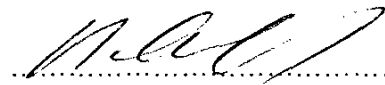
- 13.5 All security and dispositions made or created, and all obligations and undertakings contained in this Assignment to, in favour of or for the benefit of the Security Trustee are made, created and entered into in favour of the Security Trustee as trustee for the Lenders. The Security Trustee holds 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
Newable RGF Limited

)
)



.....
Director



.....
Director/Secretary

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.


.....
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

SCHEDULE 1 (the 'Debts')

Loan Agreement No.	Obligor Name	Original capital loan amount	Date of Loan Draw Down	Capital Balance (30.9.17)
RG-01000	Multiload Controls Limited	£22,000	05/03/2014	£ 3,253
RG-01001	GFD LIMITED	£20,000	31/03/2014	£ -
RG-01002	Theatre Tots Limited	£15,000	22/05/2014	£ -
RG-01003	Khanage Limited	£20,000	05/06/2014	£ 2,644
RG-01004	Pathfield Nursery Limited	£30,000	10/06/2014	£ -
RG-01005	Construction Help Line Limited	£20,000	12/06/2014	£ -
RG-01006	YMCM LIMITED	£20,000	17/06/2014	£ 19,619
RG-01007	Antonia Burrell Ltd	£50,000	27/06/2014	£ -
RG-01008	Feuilles Jewels	£10,000	03/07/2014	£ 7,013
RG-01009	PDD Group Ltd	£50,000	24/07/2014	£ 134
RG-01010	Green Solar Power Ltd	£50,000	31/07/2014	£ 48,877
RG-01011	Kingsley Maybrook Limited	£50,000	08/09/2014	£ -
RG-01012	TRAVEL JOY HOSTELS LTD	£50,000	17/09/2014	£ 1,846
RG-01013	GLA Developments Limited	£15,000	06/10/2014	£ 10,228
RG-01014	Chris Dyson Architects LLP	£50,000	08/10/2014	£ 1,477
RG-01015	Eurocross Frozen Foods (London) Ltd	£30,000	13/10/2014	£ 1,831
RG-01016	Hub Productions Limited	£50,000	18/11/2014	£ 5,120
RG-01017	Grange Restaurants Ltd	£50,000	19/11/2014	£ 5,099
RG-01018	Bombshell Ltd	£50,000	26/11/2014	£ 4,952
RG-01019	OysterWorld Ltd in Administration	£50,000	04/12/2014	£ -
RG-01020	Maxop LLP	£30,000	05/12/2014	£ -
RG-01021	Slocombes Motorcycles Limited	£30,000	05/12/2014	£ 2,857
RG-01022	Educational Excellence and Wellbeing	£25,000	12/12/2014	£ 6,396
RG-01023	Falcon Wood Food & Wine	£20,000	23/12/2014	£ 12,013
RG-01024	Ledtec Limited	£50,000	23/12/2014	£ 6,598
RG-01025	Piccadilly Enterprises Ltd	£50,000	09/01/2015	£ 49,000
RG-01026	Sasco Foods UK Limited	£50,000	16/01/2015	£ 8,341
RG-01027	Evexar Compression Advisory Limited	£15,000	16/01/2015	£ 2,494
RG-01028	Le Delicorner Ltd	£30,000	29/01/2015	£ 4,858
RG-01029	Early To Late (Surrey) Ltd	£25,000	06/02/2015	£ 3,948
RG-01030	Dagenham Newsagents and Convenience St	£30,000	09/02/2015	£ -
RG-01031	e Label Publishing Ltd, t/a, Whilte Label Cre	£15,000	17/04/2015	£ 3,870
RG-01032	Just Pose Limited	£30,000	20/04/2015	£ 7,430
RG-01033	Inbound Digital Marketing Ltd	£50,000	07/05/2015	£ 12,499
RG-01034	Multiload Controls Limited	£28,000	12/05/2015	£ -
RG-01035	Direct Auto Services Ltd	£50,000	14/05/2015	£ 38,759
RG-01036	GH&B for Less	£5,000	20/05/2015	£ 1,521
RG-01037	Crown Tissue UK Limited	£30,000	22/05/2015	£ -
RG-01038	S&D Stores Ltd	£20,000	03/06/2015	£ 8,595
RG-01039	MUF Architecture / Art LLP	£25,000	25/06/2015	£ 10,018
RG-01040	ACS Facilities Ltd	£50,000	25/06/2015	£ 15,967
RG-01042	N K News	£30,000	26/06/2015	£ 9,437
RG-01043	Ztudium Ltd	£50,000	10/07/2015	£ 15,609

MLB

SCHEDULE 1 (the 'Debts')

Loan Agreement No.	Obligor Name	Original capital loan amount	Date of Loan Draw Down	Capital Balance (30.9.17)
RG-01044	Papoose Property Services Ltd	£50,000	14/07/2015	£ -
RG-01045	RC Haulage Services Ltd	£50,000	16/07/2015	£ 17,351
RG-01046	Patternity Ltd	£15,000	29/07/2015	£ 11,065
RG-01047	EMR News	£30,000	31/07/2015	£ 10,402
RG-01048	Live Industry Projects Ltd	£40,000	13/08/2015	£ 33,127
RG-01049	Genesis Debate Programmes Ltd	£50,000	19/08/2015	£ 18,683
RG-01050	Sweets	£50,000	19/08/2015	£ 18,628
RG-01051	Construction Help Line Limited	£37,000	20/08/2015	£ 13,826
RG-01052	Radionet Management Ltd	£50,000	25/08/2015	£ 18,646
RG-01053	Institute of Arts and Education	£20,000	27/08/2015	£ 7,453
RG-01054	Safe Packaging Ltd	£50,000	16/10/2015	£ 21,596
RG-01055	Equis Consuting Limited	£50,000	10/12/2015	£ 35,519
RG-01056	V&B News	£50,000	21/12/2015	£ 24,415
RG-01057	Woodstock Joinery	£15,000	06/01/2016	£ 7,289
RG-01058	Cleaning AMW Ltd	£10,000	03/03/2016	£ 5,425
RG-01059	Factory Fifteen Limited	£25,000	18/03/2016	£ 14,313
RG-01060	BCSA	£50,000	23/03/2016	£ 38,689
RG-01061	Option Interiors Ltd	£20,000	04/04/2016	£ -
RG-01062	Oppermann London Ltd	£50,000	12/04/2016	£ 38,451
RG-01063	TLC Physio Limited	£50,000	17/05/2016	£ 40,208
RG-01064	London Physiotherapy UK Ltd	£50,000	24/05/2016	£ 40,123
RG-01065	Carrington Cleary Limited	£30,000	08/06/2016	£ 23,962
RG-01066	Opatra Ltd	£40,000	09/06/2016	£ 31,939
RG-01067	Kams and Co Ltd	£50,000	16/06/2016	£ 40,927
RG-02000	Troya Food Ltd	£22,000	13/03/2014	£ -
RG-02001	BK Import Export Ltd	£22,000	11/04/2014	£ -
RG-02002	In your Face Productions Ltd	£22,000	30/05/2014	£ -
RG-02003	Mr B. Akbudak t/a London School of Arts	£50,000	10/06/2014	£ -
RG-02004	Paragon (Edgware Rd) Limited	£50,000	25/06/2014	£ 37,368
RG-02005	Ashley House Care Homes Limited	£30,000	28/07/2014	£ -
RG-02006	Zaffran's	£25,000	14/08/2014	£ 23,262
RG-02007	Homestyle Kitchens and Bedrooms Limited	£50,000	20/08/2014	£ 2,028
RG-02008	Cheek Ltd	£15,000	03/09/2014	£ 12,297
RG-02009	Universal Automobile Engineers Ltd	£20,000	17/09/2014	£ 14,318
RG-02010	Linimex Limited	£30,000	17/09/2014	£ 22,208
RG-02011	Elizabeth Norman Limited	£50,000	02/10/2014	£ 1,629
RG-02012	Daniel Jacob Ltd	£10,000	02/10/2014	£ 1,401
RG-02013	Ihateironing.com Ltd	£10,000	08/10/2014	£ 296
RG-02014	QUINTICAL LTD T/as ZAPEXA	£50,000	08/10/2014	£ 33,910
RG-02015	Mulo Ltd	£50,000	08/10/2014	£ 1,568
RG-02016	Este Laser Clinic Limited	£50,000	14/10/2014	£ 28,286
RG-02017	Gulsen's Beauty & Ozon Limited	£50,000	14/11/2014	£ 49,882
RG-02018	Raishma Ready to Wear Limited	£40,000	18/11/2014	£ 96

ME

SCHEDULE 1 (the 'Debts')

Loan Agreement No.	Obligor Name	Original capital loan amount	Date of Loan Draw Down	Capital Balance (30.9.17)
RG-02019	Acar Herbal Remedies	£20,000	20/11/2014	£ 20,000
RG-02020	Twelve Bar Club Ltd	£30,000	20/11/2014	£ 23,594
RG-02021	Avinon Ltd	£40,000	03/12/2014	£ 29,834
RG-02022	Tonks Medical Ltd	£2,000	12/12/2014	£ 187
RG-02023	Elizabeth Nyere Rutale	£15,000	15/12/2014	£ 14,745
RG-02024	Charli Cohen Ltd	£30,000	15/12/2014	£ 4,186
RG-02025	All Stars Food & Wine	£50,000	23/12/2014	£ -
RG-02026	Eneritech Limited	£10,000	07/01/2015	£ 7,962
RG-02027	Officeserve Technologies Ltd	£50,000	07/01/2015	£ 23,759
RG-02028	Radiant Diamond Consulting Limited	£5,000	27/01/2015	£ -
RG-02029	MEC Construction Ltd	£10,000	28/01/2015	£ 4,087
RG-02030	AK Accounting and Tax Services Ltd	£5,000	29/01/2015	£ 1,750
RG-02031	Aroma Bite Ltd	£10,000	06/03/2015	£ 9,523
RG-02032	Solace London Limited	£50,000	22/04/2015	£ 13,084
RG-02033	Moon Supermarket	£10,000	11/05/2015	£ 2,524
RG-02034	Hooray Entertainment Limited	£2,000	12/05/2015	£ 1,046
RG-02035	iMove Estate Agents Limited	£20,000	12/05/2015	£ 10,976
RG-02036	NOREL LIMITED T/A GLOBAL FOOD CENTRE	£30,000	19/05/2015	£ 22,186
RG-02037	Milladon Limited	£35,000	17/06/2015	£ 11,367
RG-02038	De-Lady Salon Limited	£20,000	17/06/2015	£ 6,495
RG-02039	Island Delight Too Sweet Ltd	£20,000	07/07/2015	£ 9,950
RG-02040	Fedani Ltd	£50,000	09/07/2015	£ 41,560
RG-02041	The Domestic Goddess Ltd	£15,000	10/07/2015	£ 11,933
RG-02042	Pinnacle FS Ltd	£18,000	17/06/2015	£ 5,855
RG-02043	Zeyno Suyum UK Ltd	£18,000	14/07/2015	£ 14,855
RG-02044	TCR Recruitment Limited	£10,000	14/07/2015	£ 3,172
RG-02045	Hop Stuff Brewery Limited	£40,000	29/07/2015	£ 13,962
RG-02046	Birubi Limited	£5,000	30/07/2015	£ 1,914
RG-02047	Novel Foods Limited	£15,000	31/07/2015	£ -
RG-02048	Rich Visions	£25,000	31/07/2015	£ 23,290
RG-02049	Bengal Travel	£15,000	19/08/2015	£ 5,725
RG-02050	K&K UK Marketing Services Ltd	£45,000	21/08/2015	£ 17,909
RG-02051	Gems	£10,000	25/08/2015	£ 6,276
RG-02052	Ksri Solicitors	£10,000	27/08/2015	£ 3,789
RG-02053	Black & Yellow Creative Ltd	£18,000	22/09/2015	£ 15,887
RG-02054	Textmydeal Ltd	£30,000	29/09/2015	£ -
RG-02055	Careware UK Ltd	£20,000	30/09/2015	£ 8,140
RG-02056	The Buggett	£30,000	04/11/2015	£ 13,078
RG-02057	Gencom Technologies Ltd	£50,000	06/11/2015	£ -
RG-02058	astro Trading Erith Ltd T/A Mambocino Caf	£50,000	30/11/2015	£ 36,093
RG-02059	Baxfood Caribbean Ltd	£16,500	05/01/2016	£ 12,132
RG-02060	Your Shop Ltd	£30,000	12/01/2016	£ 22,108
RG-02061	Piece Of Cake Cafe & More Limited	£10,000	19/01/2016	£ 5,236

SCHEDULE 1 (the 'Debts')

Loan Agreement No.	Obligor Name	Original capital loan amount	Date of Loan Draw Down	Capital Balance (30.9.17)
RG-02062	DLS Supplier Ltd	£40,000	22/01/2016	£ -
RG-02063	Eyeeye Media Limited	£30,000	16/02/2016	£ 23,083
RG-02064	Ave Brands Ltd	£40,000	26/02/2016	£ 37,218
RG-02065	Supergrows Tropical Foods Ltd	£50,000	29/02/2016	£ 49,429
RG-02066	Gulizar Limited	£30,000	02/03/2016	£ 20,759
RG-02067	Superb (UK) Limited	£40,000	02/03/2016	£ 30,622
RG-02068	Athlete Performance Limited	£30,000	02/03/2016	£ 22,964
RG-02069	Fyodor Golan Limited	£10,000	12/04/2016	£ 5,744
RG-02070	Agi & Sam Limited	£50,000	07/06/2016	£ 45,633
RG-02071	Ten 87 Studios Ltd	£10,000	15/06/2016	£ 7,058
RG-02072	Melarco Consulting Ltd	£49,000	29/06/2016	£ 46,693
RG-03000	Mr. Swee Chew t/a Nilos Restaurant	£22,000	09/01/2014	£ 15,641
RG-03001	Cobbler Cobbler Mend My Shoe Ltd	£22,000	30/01/2014	£ 17,448
RG-03002	Pickmeup Limited in liquidation	£20,000	06/06/2014	£ 10,515
RG-03003	Casa Grande Artisan Pasta Limited	£25,000	20/06/2014	£ 24,514
RG-03004	Tobia Teff UK Ltd	£25,000	26/06/2014	£ 9,327
RG-03005	Isphere Limited	£12,000	02/07/2014	£ 11,308
RG-03006	Sonshine Smiles	£13,000	04/07/2014	£ 12,356
RG-03007	Oval Motorcycle Centre Ltd	£25,000	24/07/2014	£ 4,692
RG-03008	Lagra Land Ltd	£22,000	07/08/2014	£ 22,000
RG-03009	Geraldine Mattis Limited	£19,000	03/09/2014	£ 19,000
RG-03010	Miss Luxe Ltd	£14,000	08/09/2014	£ 11,458
RG-03011	Construction Aid Line Service Ltd	£10,000	09/09/2014	£ 9,291
RG-03012	BENVENISTE LTD T/as BNV COUTURE	£21,000	16/09/2014	£ 13,267
RG-03013	Star of India	£26,000	14/10/2014	£ 20,382
RG-03014	Energ+ Ltd	£10,000	05/11/2014	£ -
RG-03015	Moneta Accountancy Services Ltd	£20,000	10/11/2014	£ 1,252
RG-03016	Kitty Ferreira Limited	£10,000	12/12/2014	£ 8,658
RG-03017	Gulhanım Aksoy	£45,000	23/12/2014	£ 15,458
RG-03018	Okun Beachwear Limited	£8,000	06/02/2015	£ 6,578
RG-03019	Glassmint Visual Media Limited	£18,000	13/10/2015	£ 7,411
RG-03020	The LBD Plan Limited	£50,000	15/10/2015	£ -
RG-03021	Leightonbrown Limited	£10,000	27/11/2015	£ 4,721
RG-03022	London De Limited	£15,000	08/12/2015	£ 10,904
RG-03023	Pelvic Floor Secrets	£9,000	08/12/2015	£ 8,368
RG-03024	The Best You Corporation Ltd	£15,000	22/12/2015	£ 7,521
RG-03025	Root2tip Haircare Solutions Ltd	£15,000	20/01/2016	£ 13,403
RG-03026	Deanem Collections Ltd	£19,000	18/02/2016	£ -
RG-03027	Profad Quality Investments Ltd	£40,000	19/02/2016	£ 31,090
RG-03028	Yolanda Brown	£15,000	24/02/2016	£ 14,370
RG-03029	Mother Natures Alternative Limited	£20,000	04/03/2016	£ 16,111
RG-03030	Sixteen South West Ltd	£25,000	23/03/2016	£ 16,349
RG-03031	Hooray Entertainment Limited	£20,000	06/05/2016	£ 18,577

MR

SCHEDULE 1 (the 'Debts')

Loan		Original capital	Date of Loan	Capital Balance
Agreement No.	Obligor Name	loan amount	Draw Down	(30.9.17)
RG-03032	Myra Restaurant Limited	£20,000	26/05/2016	£ 17,133

BOARD RESOLUTION

Extract of minutes of a meeting of the board of directors of Newable RGF Limited ("the Company") duly convened and held in accordance with the Company's Articles of Association at [] on [] at [] am/pm]

PRESENT:

(in the Chair)

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.

Signed by: M. G. S.

Dated: 28/11/17

Signed by: A. Bahr