

MR01
Particulars of a charge



Companies House

361216/23



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

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

✗ **What this form is NOT for**
You may not use this form to
register a charge where there
instrument Use form MR08



A5DMP7NL

A12

18/08/2016

#185

COMPANIES HOUSE

This form must be delivered to the Registrar for registration with
21 days beginning with the day after the date of creation of the charge
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 04764982

Company name in full BIG ISSUE INVEST LIMITED

20 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 16/08/2016

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 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 by the Company and whether or not Unity shall have been an original party 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 / <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
6	Floating charge Is the instrument expressed to contain a floating charge? Please tick the appropriate box / <input type="checkbox"/> Yes Continue <input checked="" type="checkbox"/> No Go to Section 7 Is the floating charge expressed to cover all the property and undertaking of the company? <input type="checkbox"/> 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 / <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
8	Trustee statement ^① You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge <input type="checkbox"/>	① This statement may be filed after the registration of the charge (use form MR06)
9	Signature Please sign the form here 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: 4764982

Charge code: 0476 4982 0020

The Registrar of Companies for England and Wales hereby certifies that a charge dated 16th August 2016 and created by BIG ISSUE INVEST LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 18th August 2016

p

Given at Companies House, Cardiff on 26th August 2016



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

311

Dated 16th AUGUST - 2016

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

(1) BIG ISSUE INVEST LIMITED

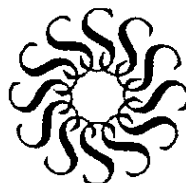
and

(2) UNITY TRUST BANK PLC

CERTIFIED AS BEING A
TRUE COPY OF THE
ORIGINAL.

Net
HARUN SOHAL
LEADING ADMINISTRATION
OFFICIAL

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

THIS ASSIGNMENT is dated 10 Nov 2016

2016

MADE BETWEEN:

- (1) **BIG ISSUE INVEST LIMITED** (company number 04764982) whose registered office is at 1-5 Wandsworth Road, London, SW8 2LN (**"the Borrower"**)
- (2) **UNITY TRUST BANK PLC** (company number 01713124) whose registered office is at Nine Brindleyplace, Birmingham, B1 2HB (hereinafter called **"Unity"**)

RECITALS

- (A) **Unity** is 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 **Unity** the Debts as security for the loan made pursuant to the Facility Letter
- (C) **Unity** 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 **Unity** with such amendments as **Unity** may reasonably require from time to time.

1 Covenant to Pay

The Borrower covenants in favour of **Unity** 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 **Unity** 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 **Unity** the Borrower's Indebtedness and all other monies obligations and liabilities secured by this Assignment then **Unity** 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 **Unity** 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 **Unity** 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 **Unity** immediately;

- 3 1 4 the Borrower confirms that when requested by Unity it will give notice to the Debtor in the format previously approved by Unity 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 Unity and will provide Unity 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 Unity that it has performed any of its obligations under Clause 3 1 then Unity 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 Unity 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 Unity 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, Unity 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 Unity (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 Unity 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 Unity and any nominee of Unity 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 Unity for the purpose of this Assignment The Borrower will ratify or confirm any deeds instruments acts and things, which Unity (or its nominee) may lawfully sign or execute or do

6 Protection of Debtors

6 1 Unity'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 Unity 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 Unity All the protection of purchasers contained in Sections 104 and 107 of the LPA shall apply to any person purchasing from or dealing with Unity

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 Unity 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 Unity immediately execute and sign all such deeds and documents and do all such things as Unity 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 Unity 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 Unity in relation to this Assignment or the monies obligations and liabilities hereby secured shall be reimbursed by the Borrower to Unity 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 Unity 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 Unity 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 Unity
- 10 2 Unity may without discharging or in any way affecting the security created by this Assignment or any remedy of Unity 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 Unity, its 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 Unity 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 Unity
- 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 Unity.
- 11 3 Unity 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 Unity 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 Unity 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 Unity any notices given by the Borrower to Unity under this Assignment will be delivered to Unity's office detailed on the front of this Assignment
- 12 3 The Borrower acknowledges that Unity 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 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 Unity by the Borrower and whether or not Unity shall have been an original party to the relevant transaction,
- (b) all costs, charges and expenses incurred hereunder by Unity or any Receiver, and all other monies paid by Unity and/or any Receiver in connection with the Facility Letter or the assets charged to Unity pursuant to this Assignment including without prejudice to the generality of the foregoing, the costs shall include all costs incurred by or charged to Unity (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 Unity 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 Unity as well after as before any demand or judgment or the insolvency of the Borrower

"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 Unity agrees to provide loan facilities or other financial accommodation to the Borrower (as amended, supplemented or varied from time to time),
"Loan Book"	means the loans which are subject to the terms of loan agreements approved by Unity and are in accordance with the terms of the operations manual approved by Unitys which has a collective anticipated portfolio in excess of £1,000,000,
"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 Unity, appointed by Unity as a receiver and/or manager of the security given by the Borrower to Unity 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 Unity shall mean all monies, obligations and liabilities of all, or any one or more, of such persons or bodies to Unity.

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 Unity 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 Unity are made, created and entered into in favour of Unity. 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 Unity reasonably considers that an amount paid by the Borrower to Unity 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 Unity,

- 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 Unity 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 Unity 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)
BIG ISSUE INVEST LIMITED)



Director



Director/Secretary

DOAN SCHEDULE AS AT 110 MARCH 2016

Cumulative total	£3,590,940 '00	£647,162 '80	£2,943,777 '20
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SCHEDULE 2
("Form of Notice")

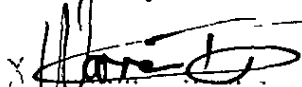
To _____ (_____)

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

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

Dated _____

Dated _____

Formal Acknowledgement

To. Unity Trust Bank plc
Nine Brindleyplace
Birmingham
B1 2HB

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

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

for and on behalf of

[_____]

Dated _____

BOARD RESOLUTION

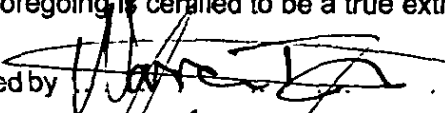
Extract of minutes of a meeting of the board of directors of Big Issue Invest Limited ("the Company") duly convened and held in accordance with the Company's Articles of Association at [] on [] at [] am/pm]

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 

✗ Dated.

✗ Signed by 