

# MR01

## Particulars of a charge



Companies House

03181/13.

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

You can use the WebFiling  
Please go to [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

File the form online

☒ **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 the  
instrument Use form MR01

SATURDAY



A09

\*A3HTJHFN\*

04/10/2014

#393

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 9 9 5 8 5 9

Company name in full The Social Enterprise Loan Fund

3

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 0 3 1 0 2 0 1 4

### 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

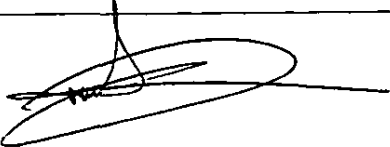
Name

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

|          |   |  |
|----------|---|--|
| <b>4</b> | <b>Brief description</b><br>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<br><br>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,<br><br>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"<br><br>Please limit the description to the available space |
| <b>5</b> | <b>Other charge or fixed security</b><br>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<br><br><input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No              |  |
| <b>6</b> | <b>Floating charge</b><br>Is the instrument expressed to contain a floating charge? Please tick the appropriate box<br><br><input type="checkbox"/> Yes Continue<br><input checked="" type="checkbox"/> No Go to <b>Section 7</b><br>Is the floating charge expressed to cover all the property and undertaking of the company?<br><br><input type="checkbox"/> Yes |  |
| <b>7</b> | <b>Negative Pledge</b><br>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?<br>Please tick the appropriate box<br><br><input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No  |  |
| <b>8</b> | <b>Trustee statement <sup>①</sup></b><br>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<br><br><input type="checkbox"/>  | <b>① This statement may be filed after the registration of the charge (use form MR06)</b>  |
| <b>9</b> | <b>Signature</b><br>Please sign the form here<br><br>Signature<br><br>X  X<br><br>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 **Paul Nugent**

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 4102**



**Certificate**

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



**Checklist**

**We may return forms completed incorrectly or with information missing**

**Please make sure you have remembered the following**

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



**Important information**

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



**How to pay**

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

Make cheques or postal orders payable to 'Companies House'



**Where to send**

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

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

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

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



**Further information**

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

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



**FILE COPY**

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

Company number. 2995859

Charge code: 0299 5859 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 3rd October 2014 and created by THE SOCIAL ENTERPRISE LOAN FUND was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th October 2014

Given at Companies House, Cardiff on 9th October 2014



**Companies House**



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

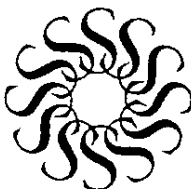
Dated 3RD OCTOBER 2014

(1) THE SOCIAL ENTERPRISE LOAN FUND

and

(2) UNITY TRUST BANK PLC

ASSIGNMENT



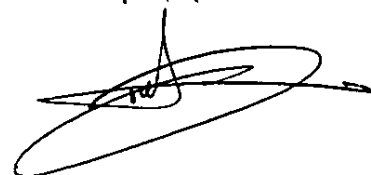
SHAKESPEARES

Somerset House  
Temple Street  
Birmingham  
B2 5DJ  
t 0121 237 3000  
f 0121 237 3011  
e [info@shakespeares.co.uk](mailto:info@shakespeares.co.uk)  
dx DX702312 Birmingham 10  
[www.shakespeares.co.uk](http://www.shakespeares.co.uk)

Ref JBH 326925 246

*Certified as being  
a true and exact  
copy of the original*

*3/10/14*



THIS ASSIGNMENT is dated

3RD OCTOBER

2014

**MADE BETWEEN:**

- (1) **THE SOCIAL ENTERPRISE LOAN FUND** (company number 02995859 whose registered office is at Third Floor, 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 to 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

|                             |   |
|-----------------------------|---|
| <b>"Debts"</b>              | means the monies owed to the Borrower by the Debtors listed in accordance with Schedule 1 to this Assignment,   |
| <b>"Debtors"</b>            | means the parties referred to in Schedule 1 to this Assignment,   |
| <b>"Facility Letter"</b>    | 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),   |
| <b>"Loan Book"</b>          | 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 £200,000,  |
| <b>"Loan File"</b>          | 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,   |
| <b>"Loan Offers"</b>        | 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),  |
| <b>"LPA"</b>                | means Law of Property Act 1925,   |
| <b>"person"</b>             | 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  |
| <b>"Receiver"</b>           | 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  |
| <b>"Security Documents"</b> | 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 undertaking 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 )  
THE SOCIAL ENTERPRISE LOAN FUND)

  
Director

  
Director/Secretary

ISEL MAY LOAN SCHEDULE

| ORGANISATION NAME                  | FACILITY ID | DRAW DOWN DATE | LOAN AMOUNT | REPAYMENT PERIOD (MONTHS) | CAPITAL BALANCE | ARREARS (DAYS) | ADDRESS  | CONTACT NAME     |
|------------------------------------|-------------|----------------|-------------|---------------------------|-----------------|----------------|--|------------------|
| CINQUE PORTS COMMUNITY KITCHEN CIC | RCFD01      | 01/05/2014     | £ 20,000.00 |                           | 60              | 0              | Apartment 3 The Cloquers, Golf Road Deal Kent CT14 6RG | Stephanie Hayman |
| CAMPDEN ENTERPRISE LIMITED         | RCFD02      | 02/05/2014     | £ 50,000.00 |                           | 48              | YES            | Centa House 61 Bickenhead Street, London, WCH 8BB      | Matt Garner      |
| CONNECTION CREW CIC                | RCFD03      | 08/05/2014     | £ 41,000.00 |                           | 60              | 0              | 1 Gunford St London SE1 2NE                            | Charlie Dorman   |

ISEL JUNE LOAN SCHEDULE

| ORGANISATION NAME              | FACILITY ID | DRAW DOWN DATE | LOAN AMOUNT | REPAYMENT PERIOD (MONTHS) | CAPITAL BALANCE | ARREARS (DAYS) | ADDRESS                                | CONTACT NAME |
|--------------------------------|-------------|----------------|-------------|---------------------------|-----------------|----------------|--|--------------|
| ECO COMMUNITIES LTD            | RCFD00      | 11/04/2014     | £ 25,000.00 |                           | 84              | 0              | Perry's Resource Centre London SE8 3BA | Gavin Dunn   |
| VAUXHALL NEIGHBOURHOOD COUNCIL | RCFD04      | 16/06/2014     | £ 27,000.00 |                           | 60              | 0              | Shvester Street, Liverpool L5 8SE      | A Flaagan    |

ISEL JULY LOAN SCHEDULE

| ORGANISATION NAME         | FACILITY ID | DRAW DOWN DATE | LOAN AMOUNT | REPAYMENT PERIOD (MONTHS) | CAPITAL BALANCE | ARREARS (DAYS) | ADDRESS                                 | CONTACT NAME   |
|---------------------------|-------------|----------------|-------------|---------------------------|-----------------|----------------|---|----------------|
| ECO COMMUNITIES LTD       | RCFD05      | 11/07/2014     | £ 25,000.00 |                           | 84              | 0              | Perry's Resource Centre, London SE8 3BA | Gavin Dunn     |
| SOCIAL ADVENTURES LIMITED | RCFD06      | 31/07/2014     | £ 75,000.00 |                           | 72              | 0              | 1 St Philips Place, Salford, M3 6FA     | Scott Durrageh |

ISEL AUGUST LOAN SCHEDULE

| ORGANISATION NAME         | FACILITY ID | DRAW DOWN DATE | LOAN AMOUNT | REPAYMENT PERIOD (MONTHS) | CAPITAL BALANCE | ARREARS (DAYS) | ADDRESS  | CONTACT NAME |
|---------------------------|-------------|----------------|-------------|---------------------------|-----------------|----------------|--|--------------|
| CAMDEN ENTERPRISE LIMITED | RCFD07      | 20/08/2014     | £ 16,000.00 |                           | 2               | 0              | Centa House, 61 Bickenhead Street, London, WCH 8BB | Matt Garner  |

ISEL SEPTEMBER LOAN SCHEDULE

| ORGANISATION NAME | FACILITY ID | DRAW DOWN DATE | LOAN AMOUNT | REPAYMENT PERIOD (MONTHS) | CAPITAL BALANCE | ARREARS (DAYS) | ADDRESS | CONTACT NAME |
|-------------------|-------------|----------------|-------------|---------------------------|-----------------|----------------|---------|--------------|
|-------------------|-------------|----------------|-------------|---------------------------|-----------------|----------------|---------|--------------|

Handwritten signature and initials.

**SCHEDULE 2**  
**("Form of Notice")**

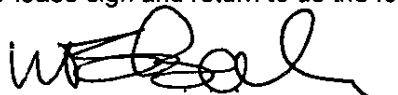
To \_\_\_\_\_ ( \_\_\_\_\_ )

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

X   
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 The Social Enterprise Loan Fund ("the Company") duly convened and held in accordance with the Company's Articles of Association ~~at~~ *electronically* ] on [23 September] at [10.26 am/pm] *2014*

PRESENT: Roger Hooley  
Mohamed Omer  
Sarah Forster  
John Hingworth

Pyarali Samal  
(in the Chair)

- Nigel Vershaw*  
*in attendance* *Mike Baker, Company Secretary.*
- 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

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

Signed by



Dated

23/9/2014

Signed by

