



Registration of a Charge

Company name: **BURGESS DIAGNOSTICS LIMITED**

Company number: **04830307**



X7JMASBT

Received for Electronic Filing: **27/11/2018**

Details of Charge

Date of creation: **26/11/2018**

Charge code: **0483 0307 0009**

Persons entitled: **HSBC UK BANK PLC**

Brief description:

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S. 859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **ADDLESHAW GODDARD LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4830307

Charge code: 0483 0307 0009

The Registrar of Companies for England and Wales hereby certifies that a charge dated 26th November 2018 and created by BURGESS DIAGNOSTICS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 27th November 2018 .

Given at Companies House, Cardiff on 29th November 2018

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



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

Dated 26 November 2018

Burgess Diagnostics Limited, registered with company number 04830307

to

HSBC UK Bank plc

ASSIGNMENT OF LIFE POLICY

IMPORTANT - PLEASE READ THE FOLLOWING NOTE BEFORE SIGNING THIS ASSIGNMENT

- This document is an Assignment of the rights under the Policy described in Schedule 1.
- We, HSBC UK Bank plc, will hold this Assignment as security for all present and future debts, money and liabilities you owe to us (including interest, fees, costs and expenses) referred to as being "the Debt" in clause 3 of this Assignment.
- If any of the Debt is not paid when due, we can, among other things, convert the Policy and/or surrender or sell the Policy and put the money received towards satisfaction of the Debt.
- The Debt may include overdrafts, loans or money due under any other facilities that we have granted to you or grant to you in the future. The Debt may also include any liabilities under any guarantee or indemnity that you have given us, or may give us in the future - for example, agreements by you to be responsible for the debts of another customer or to indemnify us for liabilities we incur on your behalf.
- Until the Debt is paid or discharged in full, you have no right to the Policy rights, but you must keep the Policy in force.
- This Assignment is separate from, and not limited by, any other security, guarantee or indemnity which may already have been given to us or which may be given to us in the future.
- This Assignment does not replace any earlier guarantee, indemnity or security document that you may have granted us.
- This Assignment contains other terms which affect you.

This Assignment is an important legal document. We strongly recommend that you seek the advice of your solicitor or other legal adviser before signing this Assignment.

Bank reference:

THIS ASSIGNMENT made by deed the 26 day of November 2018

BY Assignor: Burgess Diagnostics Limited, registered with company number 04830307 ("you")

in favour of HSBC UK Bank plc ("the Bank")

WITNESSES as follows:

Meaning of certain words

1. (a) "the Bank" means HSBC UK Bank plc (registered in England number 09928412) and any person who is entitled at any future date to exercise all or any of the Bank's rights under this Assignment.
- (b) "you" means the Assignor named above, and words such as "your", "yours", etc. should be read in this way. If there is more than one of you, the obligations under this Assignment apply to each of you individually as well as jointly.
- (c) "Assignment" means this Deed.
- (d) "the Policy" means the Policy(ies) mentioned in Schedule 1 to this Assignment and any other policy(ies) required to be effected by this Assignment together with the rights and benefits accrued or accruing under these policies.
- (e) "the Policy Rights" means all your present and future rights, including your rights to any monies payable, under the Policy.
- (f) "Parallel Security Document" means any security document in respect of the Policy and the Policy Rights secured under the Assignment entered into by you in favour of HSBC Bank plc.

The Main Subject Matter of this Assignment

The Debt which is secured on the Policy

2. This Assignment is continuing security for the whole and each and every part of the debt mentioned in clause 3 below ("the Debt").
3. The Debt is all money and liabilities whatever, whenever and however incurred whether now or in the future due, or becoming due, from you to the Bank.

This includes, but is not limited to:

- (a) overdrafts, personal and other loans or facilities and further advances of money;
- (b) guarantees and indemnities to the Bank and any of your other contingent liabilities;
- (c) discount, commission and other lawful charges and expenses;
- (d) interest in accordance with any agreement between you and the Bank and, if there is no agreement, interest on any money and liabilities due from you at an annual rate of 3% above the Bank of England base rate from time to time computed and compounded monthly and/or according to the Bank's then current practice. Interest as above applies before and after any demand or judgment;
- (e) money agreed to be paid by you under clause 25 below.

The Debt is not any money and liabilities arising under a regulated agreement, as defined under section 189 of the Consumer Credit Act 1974, unless agreed between you and the Bank

Transfer of the benefit of the Policy to the Bank

4. (a) With full title guarantee, you:
- (i) assign and agree to assign the Policy Rights absolutely to the Bank; and
 - (ii) if and to the extent that any such assignment is ineffective because of a prohibition on that assignment (and without prejudice to your representations and warranties in clause 5), hold the Policy Rights on trust for the Bank,
- in each case as continuing security for the payment and discharge of the Debt (and each and every part of it).
- (b) If the Debt and your other liabilities under this Assignment are unconditionally and irrevocably paid or discharged in full and the Bank is no longer under an obligation to provide any loan, credit, financial accommodation or other facility to you, the Bank will at your request re-assign and release the Policy Rights to you or as you may direct, without warranty or recourse and at your cost.

What you agree in relation to the Policy

You are able to assign the Policy Rights

5. You represent and warrant that:
- (a) immediately before the assignment in clause 4(a), you were the sole legal and beneficial owner of the Policy with the right to assign the Policy Rights;
 - (b) the Policy is in full force and effect, the Policy Rights are free from any charge or encumbrance of any kind (other than pursuant to this Assignment) and all payments due under the Policy are paid up to date;
 - (c) nothing has occurred to prevent the Bank from receiving the full benefit of the Policy Rights or which has caused, or might cause, the Policy to become voidable or void.

Interest of other persons in the Policy

6. If any other person is interested in the Policy, you will do everything necessary to arrange that this person gives all documents necessary to assign the Policy Rights absolutely to the Bank.

Keeping the Policy paid up and valid

7. You must:
- (a) deposit the Policy with the Bank. You shall be deemed to have complied with this clause if you have complied with the equivalent clause of any Parallel Security Document;
 - (b) pay all premiums under the Policy as and when due;
 - (c) whenever the Bank reasonably requires, deposit all receipts or other sufficient evidence of payment of premiums;
 - (d) not do, or fail to do, anything which makes, or might make, the Policy voidable, void or lapse or cause an increased premium to become payable.

Notices of Assignment

8. You agree that on or before executing this Assignment (or in respect of any replacement Policy referred to in clause 9, immediately on such replacement Policy being issued) you will provide the Bank with the names and addresses of the issuer or issuers of the Policy in order to enable you and the Bank to give them notice (which you must sign) in the form specified in Schedule 2 to this Assignment (or such other form as the Bank may specify) that the Policy Rights have been assigned to the Bank and requiring that all and any monies which are or become payable in respect of the Policy Rights shall thereafter be paid direct to the Bank and not to you.

Replacement Policy

9. If the Policy becomes voidable or void or lapses, you must at your own cost do everything necessary to restore the Policy. If that is not possible, you will effect and deposit with the Bank a new policy or policies on the life or lives assured under the Policy which:
- (a) assures a sum and other benefits not less in amount than the sum and benefits assured by the Policy (including any bonus or bonuses which may have been declared or have accrued) as if all premiums and other money necessary for keeping the same in force had been paid when due and the Policy had not become voidable, void or lapsed;
 - (b) matures no later than the date on which the Policy would have matured if it had been kept in force; and
 - (c) is with an insurer approved by the Bank.

For the avoidance of doubt, the Policy includes any such new policy or policies.

Safeguarding the Bank's Security

10. (a) You must not, without the Bank's written consent:
- (i) in any way, create or dispose of (or agree to create or dispose of) any right, title or interest in the Policy, or create or allow to subsist any security, trust or other encumbrance over the Policy or the Policy Rights, in each case other than pursuant to this Assignment or other than pursuant to a Parallel Security Document;
 - (ii) negotiate, settle or waive any claim for loss, damage or other compensation affecting the Policy.
- (b) You must do everything in your power to prevent any person (other than the Bank) from becoming entitled to claim any interest in the Policy or the Policy Rights.
- (c) You must do everything necessary to help the Bank to:
- (i) establish, perfect, confirm, enforce or protect its interest in the Policy Rights; and
 - (ii) exercise any of its rights under this Assignment.

This includes immediately signing and delivering documents or doing anything else the Bank reasonably requires, whether or not this Assignment has become enforceable.

When this Assignment becomes enforceable

11. This Assignment shall become enforceable if:
- (a) the Debt, or any part of it, is not paid or discharged when due;
 - (b) you are in breach of any of your obligations under this Assignment;
 - (c) you enter into any composition or arrangement with creditors or are made bankrupt, or any step is taken for administration, receivership, winding up (except with the Bank's written consent for the purpose of reconstruction or amalgamation only) or dissolution, or similar proceedings are taken against you;
 - (d) anyone seeks to, or takes possession of, or seeks to enforce, or enforces, any security affecting the Policy or if anything else happens which might adversely affect the security given by this Assignment;
 - (e) any other event occurs that makes this Assignment (or any other security for the Debt) enforceable or the Debt becomes due; or
 - (f) any security granted under a Parallel Security Document has become enforceable

Powers on enforcement

12. At any time after this Assignment has become enforceable, the Bank may (without prejudice to any other of its rights and remedies and without notice to you) do all or any of the following:
- (a) sell or otherwise dispose of the Policy Rights and otherwise exercise all the other powers and rights conferred on mortgagees by the Law of Property Act 1925, as varied and extended by this Assignment, free from the restrictions contained in sections 103 and 109 of that Act; and
 - (b) appoint one or more persons to be a receiver or receivers of all or any of the Policy Rights (each a "Receiver").

Without prejudice to their other rights of enforcement, under this clause or otherwise, the Bank or any Receiver may, at any time after this Assignment has become enforceable, realise the Policy whether by surrender to the insurer of the Policy, by conversion of the Policy into a paid up policy, by sale or assignment of the Policy to any person or by any other method of realisation the Bank or Receiver considers appropriate.

Appointment and powers of Receivers

13. The following applies to the appointment and powers of any Receiver under this Assignment:
- (a) Every appointment or removal of a Receiver by the Bank pursuant to this Assignment may be made by deed or by writing under the hand of a duly authorised officer of the Bank, or otherwise.
 - (b) The Bank may (so far as it is lawfully able to do so) from time to time by deed or by writing under the hand of a duly authorised officer of the Bank, or otherwise, remove any person appointed to be a Receiver under this Assignment and may in a similar way appoint another in his place.
 - (c) If at any time two or more persons shall hold office as Receiver of the same property, each one of them shall be separately entitled (subject to any contrary direction in the appointment) to exercise all powers, authorities and discretions conferred on them.
 - (d) Every Receiver shall be your agent, and you shall be solely responsible for his acts and remuneration as well as for any defaults committed by him.
 - (e) Every Receiver shall be entitled to remuneration for his services at a rate to be fixed by agreement between him and the Bank, and the maximum rate specified in section 109(6) of the Law of Property Act 1925 shall not apply.
 - (f) Every Receiver shall have all the powers:
 - (i) of the Bank under this Assignment;
 - (ii) conferred by the Law of Property Act 1925 on mortgagees in possession and on receivers appointed under that Act; and
 - (iii) in relation to any Policy Right, which he would have if he were its absolute legal and beneficial owner.

Application of proceeds

14. Subject to claims having priority to the security created by this Assignment, all monies received, recovered or realised by a Receiver or (on any exercise by the Bank of its enforcement powers under this Assignment) the Bank, shall be applied in the following order:
- (a) In payment of all reasonable costs, charges and expenses of, and incidental to, the appointment of the Receiver and to the exercise of all or any of the powers of the Receiver or the Bank and of any other outgoings properly payable by them.
 - (b) In payment of remuneration to the Receiver at such rate as may from time to time be agreed between the Receiver and the Bank.
 - (c) In payment to the Bank in or towards payment or discharge of the Debt and all other amounts expressed to be secured by, or due or payable to the Bank under or in connection with, this Assignment.
 - (d) In payment of any surplus to you or any other person entitled to it.

Power of Attorney

15. You irrevocably appoint the Bank, any Receiver appointed by the Bank and each of their respective delegates, jointly and also individually, as your attorney and in your name and on your behalf to sign and deliver and otherwise perfect any deed, assurance, agreement, instrument or act which the Bank and/or any Receiver may think fit:
- (a) for, or in connection with, the improvement, perfection or protection of the security intended to be created by this Assignment;
 - (b) in the exercise of any powers or in respect of any of your obligations under this Assignment; and
 - (c)
 - (i) in the making of any payments in connection with the Policy (whether by way of payment of premiums or other money payable under the Policy or otherwise);
 - (ii) in effecting a replacement Policy;
 - (iii) in doing other things or bringing, settling or defending any proceedings in your name and at your expense relating to the Policy.

You ratify and confirm (and agree to ratify and confirm) whatever any such attorney shall do, or attempt to do, in the exercise of all or any of the powers, authorities and discretions mentioned above or under this power of attorney. This power of attorney is given as security for the purposes of the Powers of Attorney Act 1971.

The Bank's Additional Rights and Powers

Powers of Receiver

16. Without affecting any other powers, authorities and discretions of the Bank, all or any of the powers, authorities and discretions conferred upon a Receiver may also be exercised by the Bank at any time after this Assignment has become enforceable. This is so whether or not a Receiver has been appointed.

Power of delegation

17. The Bank shall be entitled to delegate by power of attorney, or in any other manner, to any person or persons all or any of its powers authorities and discretions available to the Bank under this Assignment. No such delegation shall prevent the subsequent exercise of the powers, authorities and discretions by the Bank itself or prevent the Bank from making any subsequent delegation of them to some other person, and the Bank may revoke any such delegation at any time.

Benefits accruing

18. The Bank may, until this Assignment is re-assigned and released, claim and receive any bonus or benefit accruing pursuant to the Policy Rights and exercise any options or other rights attaching to the Policy.

Buying out prior interests

19. If someone else has a prior interest in the Policy Rights, the Bank may, at any time, buy out the interest or have it transferred to the Bank. You will be fully bound by the transaction.

Adjustments to Law of Property Act powers and restrictions

20. The Bank's rights and remedies under this Assignment are in addition to, and not in substitution for, any given by law.
21. The restriction on the right of consolidating mortgages in section 93 of the Law of Property Act 1925 shall not apply to this Assignment.

Making good your defaults

22. If at any time you fail to comply with any of your obligations under this Assignment, the Bank may do anything which, in its reasonable opinion, may be required to remedy the failure, including the payment of any premium and performing or obtaining compliance with the obligation, or to check whether any delegation shall have lapsed for any reason or been revoked.

Protection of Purchasers

23. No one dealing with the Bank or a Receiver (or any of their respective delegates) needs to check that the powers under this Assignment have arisen or are being properly exercised.

No notice required

24. Unless otherwise stated, all powers of the Bank conferred by this Assignment shall be exercisable without prior notice to you.

Payment of costs, charges and expenses

25. You must reimburse the Bank on demand on a full indemnity basis, for all costs, charges and expenses (including, without limitation, all amounts reasonably determined by the Bank to be necessary to compensate it for internal management or administration costs, charges and expenses) properly incurred by the Bank:-
- (i) in ensuring this Assignment is effective;
 - (ii) in connection with the improvement, perfection or protection of the security created by this Assignment;
 - (iii) in the exercise of any rights, remedies, powers, authorities and discretions conferred under, or in connection with, this Assignment,
- (together with any value added tax or similar tax charged or chargeable in respect of such costs, charges and expenses).

All such amounts shall be debited to an account in your name. Until they are reimbursed they shall bear interest at the rate of three per cent per annum over the Bank of England base rate from time to time calculated and compounded monthly and/or according to the Bank's then current practice and shall be payable on demand. They will be secured as part of the Debt by this Assignment.

Independence, binding nature and duration of this Assignment

26. (a) This Assignment is in addition to, and independent of, any other security which the Bank may hold at any time for any of the Debt.
- (b) No prior security held by the Bank shall merge with this Assignment.
- (c) This Assignment is and shall remain a continuing security against you and, if you are an individual, your personal representative, until the Bank releases it in writing.
- (d) If more than one person is named in this Assignment as "you" or the Assignment otherwise contemplates execution by more than one person, but not all such persons execute the Assignment, the person or persons who do execute the Assignment shall be as fully bound by it as if all such persons had validly executed and delivered the Assignment.

The Bank's powers to deal with Accounts and Money received

27. (a) If the Bank receives notice of any subsequent security or other interest affecting the Policy Rights (other than arising under a Parallel Security Document), the Bank may open a new account or accounts for you. If the Bank does not do so, then all payments made to the Bank after receipt of the notice (other than those expressly appropriated) shall be treated as having been credited to a new account in your name instead of reducing the Debt.
- (b) If the Bank has more than one account for you, and this Assignment becomes enforceable, or the Bank receives any notice mentioned in (a) above, the Bank may at any time, without prior notice, transfer any credit balance in or towards discharge of any debit balance on any of your accounts. The Bank will notify you of the transfer.
- (c) If the Bank has any other security over the Policy Rights, the Bank shall be able to appropriate any money received under this Assignment or under the other security.
28. (a) All money received by the Bank under this Assignment may, in the Bank's reasonable discretion, be credited to, and held in, a separate suspense account for so long as the Bank may reasonably think fit until the money, and any interest on it, is used by the Bank in or towards discharge of the Debt.
- (b) Any money credited to a suspense account shall be deemed to carry interest from the date of payment into

the suspense account at the following rate or rates:

- (i) if and to the extent that the money is used in or towards discharge of the Debt, at the rate or rates applicable from time to time to the Debt which it discharges;
- (ii) if and to the extent that the money is not used in or towards discharge of the Debt, and is later returned to you, simple interest at a rate to be agreed or, in default of agreement, at a reasonable investment rate.

Waiver of set-off

29. You waive any right of set-off you may have now, or at any time in the future, in respect of the Debt.

Currency Conversion

30. The Bank may convert any money received, recovered or realised under this Assignment from the currency in which it is received, recovered or realised into any other currency that the Bank requires for the purpose of, or pending, the discharge of the Debt. Any conversion will be effected at the Bank's then prevailing spot selling rate of exchange. References in this clause to currency, include funds of that currency and the Bank may convert funds of one currency into different funds of the same currency.

Dealings with You and Third Parties

31. The Bank may at its discretion, whenever it wants, make any arrangement (whether by way of giving time or other indulgence, variation, exchange, release, modification, refraining from perfection, enforcement or otherwise) with you or any other person, in respect of the Debt, or any other security for it, without releasing or otherwise affecting either this Assignment or the liability for the Debt.

Notices, Governing Law and Jurisdiction

32. The Bank may serve any notice or other communication under this Assignment:

- (a) by letter, sent by first class post to, or left at, your last known address or registered office, and if sent by post, it will be deemed to have been made or given two business days (Monday to Friday, except public holidays in England) after the day of posting; or
- (b) by fax or other electronic means to your last known fax number or electronic mail address and it will be deemed to have been served at the time of transmission.

If the Bank is unable to serve notice on all of you (where there is more than one of you) service on any one of you is deemed to be service on all of you. Any demand or notice may be served by any manager or officer of the Bank.

- 33.
- (a) English law governs this Assignment, its interpretation and any non-contractual obligations arising from or connected with it.
 - (b) Both you and the Bank submit to the exclusive jurisdiction of the courts of England and Wales in relation to all claims, disputes, differences or other matters (including non-contractual claims, disputes, differences or other matters) arising out of or in connection with this Assignment.

Disclosure of Information

34. You consent to the disclosure by the Bank of any information about you, this Assignment, the Policy and/or the Debt to:

- (a) any person to whom the Bank has transferred, or proposes to transfer, all or any of its rights, under this Assignment and/or the Debt and to any rating agencies and any advisers to the Bank in connection with such transfer; and/or
- (b) any person with whom the Bank has entered into, or proposes to enter into, any contractual arrangements in connection with this Assignment or the Debt; and/or
- (c) any company within the HSBC Group, being HSBC Holdings plc and its associated and subsidiary companies from time to time, or any of its or their agents; and/or

- (d) any insurer who is to, or proposes to, provide insurance to the Bank in respect of the Policy and/or the Debt; and/or
- (e) any other person to whom, and to the extent that such information is required to be disclosed by any applicable law or regulation.

Transfer of Rights

35. (a) The Bank may transfer all or any of its rights under this Assignment and/or the Debt to any person at any time.
- (b) If the Bank transfers all or any of its rights under this Assignment and/or the Debt, your rights under this Assignment and/or the Debt will stay exactly the same.
- (c) You will be bound to any person to whom the Bank transfers any such rights. That person will have the Bank's powers and rights so far as the Bank transfers these to that person.
- (d) The Bank will be released automatically from its obligations to you so far as that person assumes the Bank's obligations.
- (e) You will, at the expense of the Bank or the person to whom the rights are transferred, do anything reasonably requested by the Bank to effect a transfer of all or any of its rights under this Assignment and/or the Debt.
- (f) The Borrower will not transfer all or any part of its rights under this Assignment and/or the Debt without the prior written consent of the Bank.
- (g) In these Transfer of Rights provisions and in the Disclosure of Information provisions above:
- (i) the term **transfer** means sale, assignment and/or transfer by novation;
 - (ii) the term **rights** means rights, benefits and/or obligations; and
 - (iii) the term **person** means any person, trust, fund or other entity.

The Bank's written consent and reasonable requirement

35. (a) Where the words "without the Bank's written consent" appear in any clause, the Bank will not unreasonably withhold consent. You agree that it is reasonable for the Bank to refuse to consent to something if, in the Bank's reasonable opinion, it adversely affects or might affect:
- (i) the Bank's security under this Assignment and the Bank's ability to enforce this Assignment;
 - (ii) the value of the Policy or the Policy Rights and the Bank's ability to convert, surrender or sell the Policy;
 - (iii) the Bank's ability to recover the Debt; or
 - (iv) the assessment of the value of this Assignment as an asset of the Bank.
- (b) Where the words "the Bank reasonably requires" appear in any clause, you agree that it is reasonable for the Bank to require something if, in the Bank's reasonable opinion, it will or might assist in:
- (i) the enforcement or preservation of the Bank's security under this Assignment or the value of the Policy or the Policy Rights; or
 - (ii) the Bank's ability to recover the Debt.

Severance and Modification - Unenforceability

36. (a) If any of the clauses (or part of a clause) of this Assignment is or becomes invalid or unenforceable in any way under any law, the validity of the remaining clauses (or part of a clause) will not in any way be affected or impaired.

- (b) If any invalid or unenforceable clause (or part of a clause) would not be invalid or unenforceable if its form or effect were modified in any way, it shall be deemed to have the modified form or effect so long as the Bank consents.
- (c) Where more than one person is named in this Assignment as "you", if this Assignment is unenforceable or otherwise ineffective against any of you, none of the rest of you will be released from your obligations under this Assignment.

Parallel Security

- 37. (a) You may at any time enter into a Parallel Security Document. Entry into and performance of the terms of a Parallel Security Document shall not breach any term of this Assignment.
- (b) You consent to the Bank and HSBC Bank plc entering into priority, intercreditor or other similar arrangements (to which you shall not be party) to regulate the ranking of the security granted by you under this Assignment and any Parallel Security Document.

Interpretation

38. In this Assignment:

- (a) the headings are used for guidance only;
- (b) any reference to a person includes a body corporate;
- (c) any reference to any statute, or any section of any statute, includes reference to any statutory modification or re-enactment of it for the time being in force;
- (d) references to the singular include the plural and vice versa;
- (e) "include(s)", "including" and "in particular" shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words; and
- (f) "other" and "otherwise" shall not have their meaning narrowed on account of any preceding words where a wider construction is possible.

IN WITNESS of the above, this document, which is intended to take effect as a deed, has been executed by the Assignor and is now delivered on the date mentioned above.

SCHEDULE 1 – THE POLICY

The Policy: Life Assurance Policy

Date of Policy: 6 November 2018 - 6 November 2023

Issued by: AEGON Scottish Equitable



SCHEDULE 2 - NOTICE OF ASSIGNMENT

TO: AEGON Scottish Equitable

[date]

Life assurance policy issued to Burgess Diagnostics Limited, registered with company number 04830307 ("the Policy")

We, HSBC UK Bank plc ("the Bank") and Burgess Diagnostics Limited, registered with company number 04830307 ("the Assignor"), hereby give you notice that on [date] the Assignor executed an assignment in the Bank's favour of the Assignor's rights ("the Rights"), including rights to any monies payable, under the Policy ("the Assignment").

We understand that you had consented to the Assignment.

As a result of the Assignment, the benefit of all such Rights are transferred to us and any monies that may become payable under the Policy ("the Monies") should be paid to the Bank at the account detailed below ("the Account").

The Assignor is no longer permitted to do or agree anything which may release, vary, alter, transfer, encumber or interfere with the Rights, as they have been assigned to us.

Please:

(A) confirm that you had consented to the Assignment, that the Policy and the Rights remain in full force and effect and that you have not received notice of any other assignment of the Rights or of any mortgage, lien, charge, pledge, security, trust, other interest or claim over or affecting the Rights; and

(B) acknowledge receipt of this Notice,

by completing the duplicate enclosed and returning it to the Bank.

At the same time, please also send a copy of the signed and completed duplicate to the Assignor.

Account Payment Details

Account Name:

Account Number:

Sort Code:

Yours faithfully,

For and on behalf of HSBC UK Bank plc
with company number 04830307

For and on behalf of Burgess Diagnostics Limited, registered

[ON DUPLICATE]

To HSBC UK Bank plc

I/We acknowledge receipt of the Notice on _____ of which the above is a true copy, give the confirmations set out in the said Notice and agree to pay all Monies arising in respect of the Rights to the Account held at HSBC UK Bank plc detailed in the said Notice.

For and on behalf of AEGON Scottish Equitable

This Assignment is an important legal document. The Bank strongly recommends that you seek the advice of your solicitor or other legal adviser before signing this Assignment.

You should sign this Assignment in front of a witness who should be your solicitor or other legal adviser.

Signed as a Deed by:

Signature

Full name

Burgess Diagnostics Limited

Signed as a Deed by:

Signature

Full name

Depositor name

in the presence of:

Signature of Witness

Print full name

Address

Occupation

in the presence of:

Signature of Witness

Print full name

Address

Occupation

Signed as a Deed by:

Signature

Full name

Depositor name

in the presence of:

Signature of Witness

Print full name

Address

Occupation

Signed as a Deed by:

Signature

Full name

Depositor name

in the presence of:

Signature of Witness

Print full name

Address

Occupation

For Bank Use Only

This Deed of Re-assignment and Release

In this Deed the words used have the meanings given to them in the Assignment. The Bank re-assigns, releases and transfers
(as appropriate), without warranty or recourse to the Bank, to _____ the Policy Rights.

Signed as a deed and delivered this _____ day of _____

by _____
(Block letters) (Signature)

as the attorney and on behalf of HSBC UK Bank plc

in the presence of:

Full name of witness _____
(Block letters)

Signature of witness _____

Address

Occupation

NOTE TO POLICY HOLDER/S

When this document is re-assigned, it should be kept with the Policy as it forms part of the title to the Policy and evidence of its discharge will be required by the insurer before payment.