



**Registration of a Charge**

Company name: **CAPITA CONSORTIUM NOMINEES NO. 2 LIMITED**

Company number: **04964901**



X50DRHCH

Received for Electronic Filing: **09/02/2016**

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**Details of Charge**

Date of creation: **29/01/2016**

Charge code: **0496 4901 0047**

Persons entitled: **THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND (AS SECURITY TRUSTEE)**

Brief description:

**Contains fixed charge(s).**

**Contains negative pledge.**

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**Authentication of Form**

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

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**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:

**TUGHANS**



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

Company number: 4964901

Charge code: 0496 4901 0047

The Registrar of Companies for England and Wales hereby certifies that a charge dated 29th January 2016 and created by CAPITA CONSORTIUM NOMINEES NO. 2 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 9th February 2016 .

Given at Companies House, Cardiff on 10th February 2016

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**

*Aughran S*

*09/02/2016*

***I certify that, save for the material redacted pursuant  
to Section 859G of the Companies Act 2006, this  
instrument is a correct copy of the original  
instrument.***

DATED THIS 29 DAY OF January 2016

(1) CAPITA CONSORTIUM NOMINEES NO. 1 LIMITED

and

CAPITA CONSORTIUM NOMINEES NO. 2 LIMITED

AS NOMINEES FOR CAPITA TRUST COMPANY LIMITED, THE TRUSTEE OF THE  
SIDINGS PROPERTY UNIT TRUST

(2) THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND

(AS SECURITY TRUSTEE)

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DEED OF ASSIGNMENT OF RENTS  
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40 Mespil Road

Dublin 4

**LAND REGISTRY**

**Folio Number(s): AN108339L**

**County: ANTRIM**

**Registered owner:** ~~CAPITA CONSORTIUM NOMINEES NO. 1 LIMITED & CAPITA CONSORTIUM NOMINEES NO. 2 LIMITED~~

**THIS DEED** is made the 29 day of January 2016

**BETWEEN**

**CAPITA CONSORTIUM NOMINEES NO. 1 LIMITED** (Company Number 04964867) having its registered office at The Registry, 34 Beckenham Road, Beckenham, Kent, United Kingdom, BR3 4TU and **CAPITA CONSORTIUM NOMINEES NO. 2 LIMITED** (Company Number 04964901) having its registered office at The Registry, 34 Beckenham Road, Beckenham, Kent, United Kingdom, BR3 4TU as nominees for Capita Trust Company Limited, the Trustee of The Sidings Property Unit Trust (hereinafter called "the Assignor") of the one part; and

**THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND** having its registered office at 40 Mespil Road, Dublin 4, Ireland and with an address for service in Northern Ireland at 1 Donegall Square South, Belfast BT1 5LR (hereinafter called "the Bank" which expression where the context so admits shall include the person for the time being deriving title under it and its assigns) as security trustee for each of The Governor and Company of the Bank of Ireland aforesaid and Bank of Ireland (UK) PLC (company number 07022885) whose registered office is at Bow Bells House, 1 Bread Street, London EC4M 9BE to the extent that any monies of obligations are owned to them (together the "Secured Parties" and each a "Secured Party" which expressions where the context so admits shall include their successors and assigns from time to time) of the other part;

**AND** is supplemental to the legal charge dated 29 January 2016 ("the Prior Charge")

**WHEREAS**

1. By virtue of the Prior Charge the Property was charged to the Bank upon the terms therein set out.
2. The Secured Parties have granted or may hereafter grant the Assignor accommodation from time to time in some one or other of the modes in which bankers accommodate or grant facilities to their customers and in consideration thereof the Assignor has agreed to assign to the Bank as security trustee for the Secured Parties all rents accruing due from the Property, as set out in the Leases.

**NOW THIS DEED WITNESSETH** as follows:

**Definitions and Interpretation**

In this Deed, the following expressions shall, unless the context otherwise requires, have the following meanings:

"Leases" means any present or future lease or licence of all or any part of any part of the Property including (without limitation) the leases detailed in Schedule 1 Part II;

**"Property"** means The Sidings Office Park, Antrim Road, Lisburn as more particularly described and set out in Schedule 1 Part I;

**"Rental Income"** means the aggregate of all amounts payable to or for the benefit of account of the Assignor in connection with the letting of the Property or any part thereof under the Leases or otherwise, including (without duplication or limiting the generality of the foregoing) each of the following amounts to be payable:

- (a) rent (and any amount equivalent thereto) payable whether it is variable or not and however or whenever it is described, reserved or made payable;
- (b) any guarantee of any rent however described;
- (c) any rent payable by virtue of a determination made by the Court under Article 5 of the Business Tenancies (Northern Ireland) Order 1996;
- (d) any other moneys payable in respect of occupation and/or usage of such Property and every fixture and fitting therein and any and every fixture thereon for display or advertisement, on licence or otherwise;
- (e) any profits awarded or agreed to be payable as a result of any proceedings taken or claim made for the same;
- (f) any damages, compensation, settlement or expenses for or representing loss of rent or interest thereon awarded or agreed to be payable as a result of any proceedings taken or claim made for the same net of any costs, fees and expenses paid (and which have not been reimbursed to, and which are not recoverable by, the Assignor from any party) in furtherance of such proceedings so taken or claim so made;
- (g) any moneys payable under any policy of insurance in respect of loss of rent or interest thereon;
- (h) any sum payable or the value of any consideration to be given by or on behalf of a tenant for the surrender or variation of the Leases; and
- (i) any interest payable on any sum referred to above and any damages, compensation or settlement payable in respect of the same;

but after deducting the following amounts to the extent included above:

- (i) those amounts (if any) (together with any value added or similar taxes charged thereon) due to the Assignor from any tenants under the Leases or other occupiers by way of contribution to insurance premiums and the cost of insurance valuations or by way of service charges in respect of costs incurred or to be incurred by the Assignor under any repairing or similar obligations or in providing services to such tenant or tenants of such building;
- (ii) any contribution (if any) to a sinking fund paid by any tenant or other occupier;
- (iii) any value added tax or similar taxes payable on any of the items listed in paragraphs (a)-(i) above;

**"Secured Obligations"** means the monies, other liabilities, interest, commission and other banking charges referred to in sub-clauses 1.1 and 1.2 and all other monies and liabilities payable or to be discharged by the Assignor under or pursuant to any of the clauses of this Deed and references to Secured Obligations include references to any part thereof;

**"this Deed"** means this Deed of Assignment of Rents.

In this Deed:

- (a) references to clauses and schedules are to be construed as references to the clauses and schedules of this Deed;

- (b) the Schedules form part of this Deed and shall have effect as if set out in full in the body of this Deed. Any reference to this Deed includes the Schedules.
- (c) words importing the singular are to include the plural and vice versa;
- (d) references to any statutory provision are to be construed as reference to that statutory provision as amended, supplemented, re-enacted or replaced from time to time (whether before or after the date of this Deed) and are to include any orders, regulations, instruments or other subordinated legislation made under or deriving validity from that statutory provision;
- (e) clause headings are for ease of reference only and are not intended to affect the interpretation of this Deed;
- (f) words importing the neuter shall include the masculine and the feminine and vice versa.

## 1. Covenant to pay monies and liabilities owing to the Bank

- 1.1. The Assignor HEREBY COVENANTS that it will, on demand in writing being made on it, make due and punctual payment of, or discharge to the Bank as trustee for the Secured Parties all debts and liabilities, whether certain or contingent, which may now or hereafter be due, owing or incurred to either Secured Party anywhere or for which the Assignor may be or become liable to either Secured Party on any account or in any manner whatever in whatever currency denominated (whether as principal or surety and whether alone or jointly with any other person, firm or corporation and in whatever name, style or form) when the same shall become due and whether originally incurred, due or owing by virtue of a transfer, assignment or other disposition to or in favour a Secured Party or by virtue of rights of subrogation exercised by a Secured Party together with interest, commission, other banking charges and any legal, administrative and other costs, charges and expenses incurred by the Bank as security trustee for the Secured Parties or by a Secured Party in relation to this Deed or in enforcing or seeking to enforce the security created hereby or any other security held by or offered to the Bank as security trustee for the Secured Parties for such liabilities on a full and unqualified indemnity basis.
- 1.2. The Assignor will pay interest to the date of repayment on the money so due or owing by it (whether before or after demand and whether before or after any judgment which may be recovered therefor) at such rate or rates and upon such terms as may from time to time be agreed between the Assignor and the Bank as security trustee for the Secured Parties (and in default of agreement, at the default rate of interest (if any) set out in any loan, facility or other credit agreement between the Assignor and the respective Secured Party and in accordance with the usual practice of the Secured Parties , such interest to be paid on interest payment dates in accordance with any relevant agreement upon such days in each year as the Secured Parties shall from time to time fix in accordance with its practice then current and such interest shall be compounded with rests on the said days in each year in the event of its not being punctually paid on the said days but without prejudice to the right of the Secured Parties to require payment of such interest.
- 1.3. For the avoidance of doubt, it is hereby agreed that if the Bank shall make demand upon the Assignor under this Clause 1 for payment or discharge of a liability which remains contingent as at the date of such demand the obligation of the Assignor shall be to provide the Bank as security trustee for the Secured Parties with immediate cash cover for the maximum amount of such liability.

## 2. Assignment

- 2.1 The Assignor as beneficial owner as continuing security for the payment and discharge of the Secured Obligations ~~HEREBY ASSIGNS~~ unto the Bank as security trustee for the Secured Parties absolutely all of its rights title and interest in and to the Rental Income subject to the right of redemption hereinafter contained, **PROVIDED** that nothing in this sub clause or elsewhere in this Deed shall constitute the Bank as a mortgagee in possession.



- 2.2 The assignment hereby created is an absolute assignment for the purposes of Section 87 of the Judicature (Northern Ireland) Act 1978 and is not made by way of charge only.
- 2.3 Without prejudice to the generality of this clause, this Deed is made for the purpose of securing further advances and shall be a continuing security to the Bank as security trustee for the Secured Parties notwithstanding any intermediate payments or settlement of accounts or other matters whatsoever and shall be in addition to and shall not prejudice or be prejudiced by any rights of set-off, combination, lien or other rights exercisable by the Secured Parties or either of them against the Assignor or by any securities, guarantees, indemnities and/or negotiable instruments now or hereafter held by the Bank as security trustee for the Secured Parties.
- 2.4 The Assignor's liability under this Deed in respect of any of the Secured Obligations shall not be discharged, prejudiced or affected by:
- 2.4.1 any security, guarantee, indemnity, remedy or other right held by, or available to, the Bank as security trustee for the Secured Parties that is or becomes wholly or partially illegal, void or unenforceable on any ground; or
  - 2.4.2 either Secured Party renewing, determining, varying or increasing any facility or other transaction in any manner or concurring in, accepting or varying any compromise, arrangement or settlement, or omitting to claim or enforce payment from any other person; or
  - 2.4.3 any other act or omission which, but for this clause 2, might have discharged or otherwise prejudiced or affected the liability of the Assignor.

### **3. Restriction in Dealing with Rental Income**

- 3.1 The Assignor shall at all times during the continuance of the security constituted by or pursuant to this Deed procure that the Rental Income shall be paid into such account as the Bank may from time to time direct and if the Bank has not already given notice pursuant to clause 6 below, the Assignor shall (if requested by the Bank) at its own expense promptly give notice in writing in the form set out in Schedule 2 (Notice of Assignment of Rental Income) to its agents and to each of the lessees or occupiers of any part of the Property of the assigning to the Bank as security trustee for the Secured Parties of the Rental Income and shall procure that each addressee of such notice provides an acknowledgement in the form set out in Schedule 2 (Acknowledgement of Assignment of Rental Income) to the Bank that they will act in accordance with the terms of this clause and until payment into an account with the Bank specified for such purpose, or in respect of any sums not yet received by the Bank, the Assignor shall hold all Rental Income on trust for the Bank as security trustee for the Secured Parties.
- 3.2 The Assignor shall at any time on written demand by the Bank execute as security for the payment or discharge of the Secured Obligations a letter of set-off, charge or other security agreement or instrument over or in respect of any balance from time to time standing to the credit of any account or accounts referred to in clause 3.1 above in such form as the Bank may require and such lodged document or instrument shall be prepared, completed and registered by and on behalf of the Bank as security trustee for the Secured Parties at the cost of the Assignor.
- 3.3 ~~The Assignor shall not at any time during the continuance of the security constituted by or pursuant to this Deed:~~
- 3.3.1 agree, purport to agree, review, renegotiate or settle any of the rents comprising the Rental Income save in accordance with the terms of the rent review provisions

contained in the leases, licences, agreements or other documents governing the same, or otherwise with the consent of the Bank;

- 3.3.2 commute any rents or other sums payable to the Assignor or allow the same to be paid more than one quarter in advance from time to time;
  - 3.3.3 waive any obligation to pay rents, licence fees or other such sums, or apportion or exonerate any obligations to pay such rents, licence fees or other sums, in each case whether formally or informally; or
  - 3.3.4 in any other way, prejudice the interests of either Secured Party by reducing the amount payable under the leases, licences, agreements or other documents giving rise to the rents hereby assigned, whether by act, omission or otherwise including, without prejudice to the generality of the aforementioned, committing any breach of the covenants on the part of the Assignor in any such lease, licence, agreement or other document as aforesaid.
- 3.4 The Assignor shall at all times throughout the continuance of the security provided by this Deed maintain insurance in respect of at least three years' loss of rent in the event of damage or destruction of the Property or any part thereof, which insurance shall name the Secured Parties as co-insured or joint loss payee, and shall provide evidence of such insurance and payment of the last premium upon request by the Bank from time to time.
- 3.5 The Assignor warrants to the Bank that it is absolutely entitled to all of the Rental Income owned by it as at the date of this Deed free from all security interests and claims whatsoever and that it shall at no time throughout the continuance of the security created by this Deed purport to, agree to or otherwise attempt to assign the benefit of the Rental Income to any other party, whether ranking in priority to, *pari passu* with or subordinate to the interests of the Bank as security trustee for the Secured Parties or of the Secured Parties herein.
- 3.6 The Assignor shall not assign, transfer, charge or otherwise alienate, deal with or encumber any or all of the money or interest subject to this Deed or any right, title or interest therein, or agree to do so however nothing in this clause 3.6 or any other provision of this Deed shall in any way restrict, prevent or prohibit the ability of either Secured Party to assign the benefit of the same to any party.
- 3.7 Either Secured Party may at any time without the consent of or notice to the Assignor assign or transfer the whole or any part of that Secured Party's rights and/or obligations under this Deed to any person. And in connection therewith the Bank may disclose such information about the Assignor, the Leases, the Property and / or the Rental Income as the Bank considers appropriate to any actual or proposed assignee or transferee or any other third party.
- 3.8 The Assignor shall not, except with the prior written consent of the Bank agree to any variation of the Leases or release any tenant under the Leases from any of its obligations or waive any breach of any of the obligations of any tenant thereunder or consent to any such act or omission of any tenant as would otherwise constitute such breach.
- 3.9 The Assignor will perform its obligations under the Leases and will use its best endeavours to procure that each tenant complies with its obligations thereunder and neither this Deed nor any payment hereunder shall cause either Secured Party to be under any obligation or liability in respect of the Leases.
- 3.10 For the avoidance of doubt, and without prejudice to the preceding provisions of this clause 3, the parties hereto agree that the sums standing to the credit of any account into which Rental Income is paid shall not be available for use or debit by the Assignor without the express prior consent in writing of the Bank as security trustee for the Secured Parties.

#### **4. Reassignment of Rental Income**

- 4.1 If the Bank acting at its discretion and as security trustee for the Secured Parties is satisfied that all the Secured Obligations have been irrevocably discharged in full and all facilities that might give rise to the Secured Obligations have been terminated and the Secured Parties are satisfied that neither Secured Party has any further obligation whether actual or contingent to make any credit or other accommodation available to the Assignor under any loan or facility agreement or otherwise then the Bank as security trustee for the Secured Parties shall at the request and cost of the Assignor execute and do all such deeds acts and things as may be necessary to reassign to the Assignor or to whom it may direct all of the Assignor's right title interest and benefit in and to the Rental Income.
- 4.2 If the Bank considers that an amount paid by the Assignor in respect of the Secured Obligations is capable of being avoided or otherwise set aside on the liquidation or administration of the Assignor or otherwise, then that amount shall not be considered to have been irrevocably paid for the purposes of this Deed, and any release of the security occasioned by such payment shall be set aside so that the security constituted by this Deed shall be deemed to remain in full force and effect as if such release had never taken place.

#### **5. Enforcement provisions**

##### **5.1 The Assignor waives:**

- 5.1.1 any right it may have to require the Bank to enforce any security or any other right, or claim any payment from, or otherwise proceed against, any other person before enforcing this Deed against the Assignor and confirms that the Bank may at any time hereafter enforce this Deed, without notice to the Assignor and without any further or other consent from the Assignor, by applying or transferring as the Bank thinks fit all or part of any money or interest subject to this Deed at any time or times (whether on or before or after the expiry of any fixed or minimum period for which such money may have been deposited) in or towards satisfaction of all or such part of the Secured Obligations as the Bank as security trustee for the Secured Parties may determine; and
- 5.1.2 any present or future right of set-off it may have in respect of the Secured Obligations (including sums payable by the Assignor under this Deed).
- 5.2 Without prejudice to the foregoing rights of the Bank as security trustee for the Secured Parties and as a separate and independent stipulation, the Assignor agrees that the Bank, in its capacity as security trustee for the Secured Parties, may at any time or times without notice to the Assignor combine or consolidate any or all sums of money (or part(s) thereof) now standing or hereafter from time to time standing to the credit of the Assignor upon current account, deposit account or any other account or otherwise in whatever currency in any part of the world (whether opened by or with either Secured Party on behalf of the Assignor with some third party and whether opened in the name of the Assignor or in the name of the Bank as security trustee for the Secured Parties or otherwise) with all or such part of the Secured Obligations as the Bank as security trustee for the Secured Parties may determine (whether presently payable or not).
- 5.3 The Bank shall have the power of sale and all other powers conferred by the Conveyancing and Law of Property Act 1881 (hereinafter called "the Act") upon mortgagees in respect of the Rental Income, with and subject to the following modifications:
- 5.3.1 the monies hereby secured shall be deemed to have become due within the meaning of the Act and Section 4 of the Conveyancing Act 1911 for all the purposes

thereof when a demand for payment of any part thereof shall have been made in manner aforesaid;

5.3.2 the said power of sale shall be exercisable without the restrictions on its exercise imposed by Section 20 of the Act; and

5.3.3 without prejudice to the generality of the aforementioned, the Bank shall have full power and ability to collect Rental Income directly from the tenants, licensees or other occupiers of the Charged Property at any time after a demand for payment of all or any part of the monies hereby secured has been made by a Secured Party without requiring any consent from the Assignor and shall have the power to take steps against the said tenants, licensees and other occupiers accordingly in order to enforce such right and collect in said Rental Income without objection or hindrance by the Assignor PROVIDED always that entry into possession of the Rental Income shall not render the Bank liable to account as mortgagee in possession of the Property; and if and so often as the Bank enters into possession of the Rental Income it shall be entitled at any time at its pleasure to go out of such possession.

5.4 At any time after any of the monies hereby secured became payable or if requested by the Assignor or (if the Assignor is a company incorporated under the Companies Act) upon the taking by any person of any step towards the appointment of an administrator of the Assignor, any assignment created by this Deed shall be enforceable and the Bank may appoint in writing or by deed any person or persons to be a receiver or receiver and manager (hereinafter called the "Receiver" which expression shall include the plural and any substitute receiver or receiver and manager) of all or any part of the Rental Income and in the case of an appointment of more than one person, to act independently of the other or others and the Bank may in writing or by deed remove the Receiver and appoint another in his place and the Bank may also in writing or by deed appoint another receiver if the Receiver resigns or is otherwise unable to act.

5.5 For the avoidance of doubt, the powers conferred on any receiver appointed hereby shall be extended to permit the receiver to exercise all powers as are described in Schedule 1 to the Insolvency (Northern Ireland) Order 1989 in respect of the Rental Income, whether or not said receiver is an "administrative receiver" as defined in the Insolvency (Northern Ireland) Order 1989.

5.6 The Receiver shall, as far as the law permits, be the agent of the Assignor and (subject to the Insolvency (Northern Ireland) Order 1989) the Assignor alone shall be responsible for his acts and defaults and liable on any contracts or engagements made or entered into by the Receiver and the Bank shall in no way be responsible for any liability in connection with the Receiver's contracts, engagements, acts, omissions, misconduct, negligence or default and if a liquidator of the Assignor shall be appointed the Receiver shall act as principal and not as agent for the Bank.

## **6. Power of Attorney**

The Assignor hereby irrevocably and unconditionally appoints the Bank as its lawful attorney in its name, at its expense and on its behalf to execute any documents or correspondence, or to give any instructions, required to give effect to the obligations on the part of the Assignor and the provisions herein contained including (without limitation) instructions for the withdrawal of any sums which may have been placed upon the Assignor's behalf with any third party and for the use of any money or interest subject to this Deed to purchase any currency or currencies required to effect such application. Without prejudice to the generality of the aforementioned power of attorney, the Assignor hereby authorises the Bank to serve written notice on its behalf on any agent, tenant, licensee, occupier or other similar party

advising them as to the existence of this Deed, the terms hereof or any enforcement of the rights of the Bank as security trustee for the Secured Parties hereunder, at any time during the subsistence of this Deed.

**7. General provisions**

- 7.1 A third party (being any person other than the Assignor, the Bank or the Secured Parties and their successors and assigns and any receiver or administrator or delegate) has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce, or to enjoy the benefit of, any term of this Deed.
- 7.2 Where this Deed is signed by or on behalf of two or more persons, the obligations and liabilities of such persons under it shall be joint and several. In this Deed the singular shall include the plural and vice versa.
- 7.3 No failure to exercise and no delay in exercising on the part of the Bank, any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided are cumulative and are not exclusive of any rights or remedies provided by law.
- 7.4 Each of the provisions of this Deed 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 be affected.

**8. Governing law and jurisdiction**

The provisions of this Deed shall be governed by and interpreted in accordance with the laws of Northern Ireland, and the parties hereto submit to the exclusive jurisdiction of the Northern Irish courts in relation to any dispute arising hereunder. This clause applies for the exclusive benefit of the Bank as security trustee for the Secured Parties and shall not preclude the Bank in its capacity as security trustee for the Secured Parties from bringing any action against the Assignor in any other jurisdiction.

## Schedule 1

### PART I

#### "The Property"

The lands and premises situate at and known as The Sidings Office Park, Antrim Road, Lisburn, County Antrim comprised in an Indenture of Lease dated 15 June 1997 between Northern Ireland Transport Holding Company (1) and Snoddons Construction Limited (2), being the lands comprised in Folio AN108339L County Antrim.

### PART II

#### "The Leases"

	Date of Lease	Property	Tenant Name	Current Annual Rent
1.	8 May 1992	Building 1 Sidings Office Park	Department of Finance & Personnel	£85,000.00
2.	26 March 2007	Building 2, Suite C Sidings Office Park	Nursing and Caring Direct Limited	£12,000.00
3.	19 August 2009	Building 2, Suite D Sidings Office Park	Secretary of State for Defence	£12,000.00
4.	6 February 2013	Building 3, Suite B Sidings Office Park	Alistair Wilson	£8,000.00
5.	N/A	Building 4, Suite B Sidings Office Park	Johnston Kennedy Limited	£8,000.00
6.	16 April 2013	Building 4, Suite C Sidings Office Park	Sure2Sell Property Services (NI) Ltd	£8,000.00
7.	28 February 2010	Building 4, Suite D Sidings Office Park	Close Brothers Limited	£10,000.00

Schedule 2

NOTICE OF ASSIGNMENT

From: (the "Landlord")

To:

[Date]

Dear Sirs,

Notice of assignment (the "Notice")

re: lease dated [ ] (the "Lease") between [ ] and [ ]

We hereby give you notice that by an assignment dated [ ] and made between us and The Governor and Company of the Bank of Ireland (the "Bank"), we have assigned to the Bank absolutely all our rights, title and interest in and to all amounts payable to us or for our benefit or account in connection with the Lease (the "Rental Income"). We shall remain liable to perform our obligations under the Lease and the Bank does not assume any obligations to perform the obligations imposed on us by the Lease.

We irrevocably and unconditionally instruct and authorise you (notwithstanding any previous instructions which we may have given to the contrary), until you receive notice from us to the contrary, to pay all of the Rental Income to the account in our name with the Bank, account number [ ], sort code \_\_-\_\_-\_\_ held at [ ] branch (as that account may be renumbered or re-designated from time to time) or such other account as the Bank may from time to time direct.

Please confirm your receipt of this Notice by signing the endorsement below and by returning it to us. Please also complete the enclosed acknowledgement of assignment and return it to the Bank together with a copy of this Notice duly receipted by you.

This letter is governed by the laws of Northern Ireland.

Yours faithfully

.....  
an authorised signatory for and on behalf of

.....  
Receipt of the foregoing Notice is acknowledged  
and confirmed for and on behalf of the Tenant

## ACKNOWLEDGEMENT OF ASSIGNMENT

To: THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND  
1 Donegall Square South, Belfast, BT1 5LR

[Date]

### Acknowledgement of Assignment

We, [ ] (the "Tenant"), hereby acknowledge receipt of a notice of assignment (the "Notice") (a copy of which, duly receipted by us, is attached) from [ ] (the "Landlord") and acknowledge that such assignment is effective to confer on The Governor and Company of the Bank of Ireland (the "Bank") the rights to the Rental Income (as defined in the Notice) granted to the Landlord under the lease dated [ ] and made between the Landlord and the Tenant (the "Lease").

The Tenant acknowledges it is directly liable to the Bank for all of the Rental Income stated to be due to the Landlord under such Lease and the Tenant agrees to pay all such Rental Income, without any deduction, withholding, counterclaim or set off to the account of the Bank, details of which are set out in the Notice, until notified in writing by the Bank to the contrary.

.....  
Authorised signatory for and on behalf of the Tenant



IN WITNESS WHEREOF this deed has been duly executed as a Deed the day and year first herein written:

EXECUTED AS A DEED by an authorised attorney of CAPITA CONSORTIUM NOMINEES NO. 1 LIMITED acting AS NOMINEE FOR CAPITA TRUST COMPANY LIMITED THE TRUSTEE OF THE SIDINGS PROPERTY UNIT TRUST in the presence of:

  
Signature of First Witness

ANDREW ROYCE

Name of Witness

40 DUKES PLACE, LONDON, EC3A 7NH

Address of Witness

SENIOR TRUST MANAGER

Occupation of Witness

  
Signature of Second Witness

NATANA KATARI

Name of Witness

40 DUKES PLACE, LONDON EC3A 7NH

Address of Witness

CORPORATE TRUST OFFICER

Occupation of Witness

  
Authorised Attorney

NIGEL PETERS

EXECUTED AS A DEED by an authorised attorney of CAPITA CONSORTIUM NOMINEES NO. 2 LIMITED acting AS NOMINEE FOR CAPITA TRUST COMPANY LIMITED THE TRUSTEE OF THE SIDINGS PROPERTY UNIT TRUST in the presence of:

  
Signature of First Witness

ANDREW ROYCE

Name of Witness

40 DUKES PLACE, LONDON, EC3A 7NH

Address of Witness

SENIOR TRUST MANAGER

Occupation of Witness

  
Signature of Second Witness

NATANA KATARI

Name of Witness

40 DUKES PLACE LONDON EC3A 7NH

Address of Witness

CORPORATE TRUST OFFICER

Occupation of Witness

  
Authorised Attorney

NIGEL PETERS

SIGNED by

for and on behalf of

THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND